

Real Trading, LLC Terms and Conditions of Sales

1. Terms- To the extent that any quotation, offer to sell, or sale constitutes an acceptance by Real Trading of an offer to Buyer, the acceptance is expressly conditioned on Buyer's assent to the terms and conditions herein which are additional or different to those presented by Buyer. To the extent that any portion of any quotation, offer to sell, or sale constitutes an offer, acceptance is expressly limited to the terms of the offer. Unless Real Trading and Buyer have heretofore entered into a written contract covering the purchase of goods and/or services described under this contract, the entire contract between the parties consists of this order and Buyer's acceptance as above stipulated. The terms set forth in this document supersede any contrary provision presented by Buyer in any written form or otherwise and may **NOT** be changed in any manner other than in writing signed by an authorized representative of Real Trading, LLC (Real Trading or "Seller").

2. Conditions of Price & Payment- Except as otherwise expressly provided, prices are subject to change at any time without notice and are payable in full within thirty (30) days after date of the applicable invoice. All prices and payment terms are subject to credit approval by Real Trading. Real Trading shall have no obligation to make any shipment if Buyer is overdue on any payments due from Buyer to Real Trading, whether under these Terms and Conditions or otherwise, and Real Trading may pursue any and all remedies available to it. Buyer agrees to pay any costs, or any expenses, including reasonable attorney's fees, incurred by Real Trading in the collection of sum payable by Buyer to Real Trading.

3. Overdue Payments- Any overdue payments shall accrue interest at the lesser of 1.5% per month or the maximum interest rate permitted by applicable law.

4. Shipments & Deliveries- Real Trading will use its best efforts to meet all delivery and shipping dates set forth, but all such dates constitute good faith estimates only. Real Trading will not be liable or responsible for failure to meet any specific delivery or shipping date, so long as it acts in good faith. Except as otherwise expressly provided, all shipping, delivery, and price terms are F.O.B. point of shipment.

5. Warranty and Disclaimer-

(i) Real Trading warrants to Buyer, that the goods covered by any quotation offer to sell, or sale will, at the time of delivery, be free from material defects, defects in workmanship and will conform, in all respects, to any specifications provided by Real Trading or provided by Buyer and approved in writing by Real Trading.

Real Trading's responsibility under the warranty shall be, at its own option and expense, to repair, replace, or give full credit for any goods which do not conform to the warranty. Real Trading shall have no responsibility, and the warranty shall not apply, to any asserted defect, or breach of warranty if the defect is caused by the negligence or intentional misconduct of Buyer or any Party

acting for, or on behalf of Buyer if Buyer fails to give Real Trading written notice of the defect or breach within 30 days after receipt of the goods.

(ii) EXCEPT AS EXPRESSLY PROVIDED IN SUBPARAGRAPH 5(i), REAL TRADING MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS COVERED BY ANY QUOTATION, OFFER TO SELL, OR SALE. ALL EXPRESSED OR IMPLIED WARRANTIES NOT EXPRESSLY STATED IN SUBPARAGRAPH A, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HERBY DISCLAIMED.

6. Limitation of Remedy-

i) Buyer's sole and exclusive remedy, (excluding the repair, replacement or full credit remedy for breach of warranty under Paragraph 5), for any matter, or claim arising, under or relating to any quotation, offer to sell, or sale of goods covered hereby, and any transaction, involving or relating to such goods, whether in contract, or tort (including negligence) or otherwise, shall be general money damages not in excess of the lesser of the actual direct damage to Buyer, or the purchase price of the goods to which the claim relates.

ii) Exclusion of Consequential Damages- IN NO EVENT WILL REAL TRADING BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF REAL TRADING WAS ADVISED OR AWARE OF THE POSSIBILITIES OF SUCH DAMAGES.

7. Returned Goods & Cancellation of Orders- Some Goods are non-cancelable. Cancelable Goods cannot be returned for credit without authorization. Returned Goods may be subject to restocking fees, transportation costs and other costs. Any Goods authorized for return must be in the same condition as they were immediately prior to shipment.

8. Force Majeure- Real Trading shall not be liable or responsible, in any manner for delays in performance for causes beyond Real Trading's reasonable control. In the event of a delay for such a cause, all delivery and other deadlines shall be deemed extended for the period of the delay; except that, if the delay extends for more than three (3) months, either party may terminate the applicable transaction by written notice to the other.

9. Severability- If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this Severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the Party adversely impacted shall be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the Party seeking such compensation.

10. Governing Law, Dispute Resolution- Pennsylvania Law shall govern the validity, construction, interpretation, and effects of any quotation, offer to sell, or sale, and the transaction for the goods described herein. The parties hereto consent to the jurisdiction of the Court of Common Pleas in Philadelphia County in any and all actions or the United States District Court for the Eastern District of Pennsylvania or any other court in Philadelphia County in any and all actions, and proceedings arising under these Terms and Conditions, and waive the right to object that that venue or forum is improper or inconvenient.

11. Trade Restrictions- If as a result of any countervailing and/or dumping duties, including quota restrictions imposed upon us by governmental agencies, which are beyond our control, we reserve the right to renegotiate our contractual obligations with you, including full cancellation at no charge to us, unless you agree in writing to accept the cash value of any of such unknown matters. We will, of course, do our utmost, to minimize those charges and keep you informed.