2Skebengas Company dba InterGlobal Products

Sale Terms and Conditions

All sales of goods and services supplied by 2Skebengas Co dba InterGlobal Products (Seller) are subject to these Sale Terms and Conditions. Please sign and return by Fax (352-567-8004) or Email (info@interglobalproducts.com). Failure to sign and return does not invalidate the Order Confirmation provided by Seller, which is deemed accepted upon commencement of performance by the Seller on the date issued.

<u>Binding Contract</u>: The Order Confirmation and Sale Terms and Conditions herein provided by Seller, when accepted by Buyer expressly, or otherwise, shall constitute a binding contract and agreement between the parties, and shall be governed by the laws of the State of Florida. The offer contained in the Order Confirmation is strictly conditioned on Buyer's acceptance of Sale Terms and Conditions, which supersede any understandings, representations, or oral agreements between the parties, or conflicting language in Buyer's Purchase Order. Buyer agrees to be subject to Sale Terms and Conditions noted herein.

<u>Acceptance:</u> The Order Confirmation and Sale Terms and Conditions are deemed accepted by Buyer upon commencement of performance by Seller on the date issued.

Assignment: The Order Confirmation shall not be assigned without written consent of the Seller.

<u>Alterations:</u> The Order Confirmation and Sale Terms and Conditions cannot be altered or amended unless otherwise specified in writing and acknowledged by Seller.

<u>Cancellation:</u> If Buyer fails to comply with any portion of Order Confirmation and Sale Terms and Conditions, Seller retains the right to cancel the order, and seek additional remedies to cover any loss caused by Buyer's non-compliance at Buyer's sole expense. If Seller cannot secure credit insurance on the Buyer due to Buyer's financial standing, Seller may cancel the order.

<u>Price:</u> The sale price is firm and agreed to be based explicitly on the product, quantity, quality and timeframe listed in the Order Confirmation. Unless otherwise specified in writing, the sale price excludes tax, duty, tariff or other assessment charged by any government entity. Any modification to the product, quantity, quality, and timeframe listed in the Order Confirmation must be agreed to by Seller, and may be subject to change in the sale price.

<u>Conditions of Sale:</u> Unless otherwise specified in writing, the conditions of sale shall be in accordance with predefined International Commercial Terms (Incoterms 2010) published by the International Chamber of Commerce.

<u>Title:</u> Until payment in full is received by Seller, the product shall remain property of the Seller, however the risk of damage or loss shall pass to Buyer upon delivery. If Buyer further resells or delivers the product prior to making full payment to Seller, Buyer agrees to hold the sale proceeds in trust for Seller.

<u>Delivery Schedule:</u> Unless otherwise specified in writing, the shipment/delivery timeframe shall be no more than one (1) year from the date Order Confirmation is issued.

<u>Partial Delivery:</u> Partial shipment/delivery is permitted within the timeframe of the Order Confirmation. Each shipment/delivery constitutes a separate contract, and delay or non-delivery of any one shipment/delivery does not invalidate remaining shipment/delivery.

<u>Inspection and Non-Conformity:</u> Buyer agrees to inspect the product upon receipt, and notify Seller in writing within three (3) working days of any product non-conformity. If no notice is given, Buyer is deemed to have accepted the product as-is and forfeit all remedies it has. Buyer agrees that Seller shall have no liability for non-conformities of product which has undergone applicable government authority inspection certifying wholesomeness of the product.

<u>Lawful Process:</u> Buyer warrants the purchase of goods and services, and any further resale or delivery will comply with applicable laws and regulations.

<u>Warranty Exclusion</u>: Unless otherwise specified in writing, Seller provides no warranty, express or implied, as to the product sold herein. Buyer agrees that any implied warranty or merchantability and fitness for a particular purpose and all other warranties are excluded from this sale, unless otherwise specified in writing. Seller shall not be liable for consequential and incidental damages.

<u>Force Majeure:</u> Shipment/delivery is made in good faith, however is not guaranteed, and Seller shall have no liability for loss due to delayed shipment/delivery, or non-delivery wholly or in part due to force majeure, lack of materials, lack of transport, change in government policy, war, fire, breakdown, strikes or lock-outs, or any other contingency beyond Seller's reasonable control.

<u>Non-Waiver:</u> Failure by Seller to enforce any provision of the Order Confirmation and Sales Terms and Conditions shall not be deemed a waiver of such provision, or of subsequent failures of Buyer to comply with such provision or any other provision.

<u>Interest:</u> If Buyer fails to make payment in full by agreed upon due date for any invoice, Buyer agrees to pay Seller interest charge of one and one-half (1.5%) percent per month on all unpaid invoices.

<u>Fees and Costs:</u> Buyer agrees to reimburse Seller for all costs and expenses, including but not limited to reasonable attorney's fees incurred in collecting any funds due Seller, or otherwise incurred enforcing the rights of Seller covered under the Order Confirmation and Sale Terms and Conditions. Buyer agrees to reimburse Seller for attorney's fees incurred as a result of any failure to consummate or any breach of this contract by Buyer.

<u>Arbitration:</u> At Seller's option, Buyer agrees to submit to arbitration in Dade City, Pasco County, Florida for resolution of any disputes arising from or relating to goods or services provided by Seller.

<u>Litigation</u>: If Seller does not select arbitration for the resolution of any claim or dispute, Buyer and Seller agree that U.S. District Court for the Middle District of Florida, or at Seller's option, any Florida state court shall have exclusive jurisdiction to review and determine any claim or dispute pertaining directly or indirectly to the Order Confirmation. Buyer agrees in advance to such jurisdiction in any action or proceeding in such courts.

| Buyer - Authorized Signature | Date Signed | |
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