

Zionics, Inc.

Corporate Office
9606 Fox Shores Drive
Algonquin, IL 60102-9645
U.S. A.

This Contract for Sale of Goods is made upon receipt of the initial payment by and between Zionics, Inc., an Illinois Corporation, with its principal place of business at 9606 Fox Shores Drive, Algonquin, Illinois, 60102-9645, USA, ("Seller") and the [CORPORATION/PARTNERSHIP/SOLE PROPRIETORSHIP/RESIDENT] ("Buyer") for the purchase of the goods described in the order:

1. **Term.** This Contract shall begin on the day of the first payment, and end upon the last delivery, which shall be shipped, with or without requisition for the balance of goods then unshipped, in approximately 90 days from the contract date, unless the parties agree otherwise. However, if as of such date, Buyer is in arrears on the account, Seller may then cancel this Contract and sue for its damages, including lost profits, offsetting the deposit there against, and further recover its cost of suit including attorney fees.

2. **Delivery.** Buyer will give Seller 5 days' advance notice regarding shipment of the goods. The Seller will arrange for delivery through a carrier chosen by Seller, the costs of which shall be insurance plus freight F.O.B. point of manufacturer USA.

3. **Risk Of Loss.** The risk of loss from any casualty to the Goods, regardless of the cause, will be the responsibility of the carrier.

4. **Acceptance.** Buyer will have the right to inspect the goods upon receipt, and within 3 business days after delivery, Buyer must give notice to Seller of any claim for damages on account of condition, quality, or grade of the goods, and Buyer must specify the basis of the claim in detail. Failure of Buyer to comply with these conditions will constitute irrevocable acceptance of the goods by Buyer. All notices between the parties must be in writing and delivered by courier or by certified mail, return receipt requested.

5. **Charges.** Seller shall ship goods to Buyer as Freight Collect and C.O.D. for the balance of payment due for the goods. Payment is to be by certified check or acceptable prepayment. Failure of payment shall initiate a late payment charge of 15% Annual Percentage Rate of the balance due. Overdue invoices shall bear interest at the rate of 1% per month of the payment due. If Seller undertakes collection or enforcement efforts, Buyer shall be liable for all costs thereof, including attorney fees. If Buyer is in arrears on any invoice, Seller may, on notice to Buyer, apply the deposit thereto and withhold further delivery until the deposit and all arrearages are brought current.

6. **Deposit.** Upon signing this Contract, Buyer shall pay Seller a deposit of 60 percent of the contract price toward the total price as a precondition for Seller's performance.

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corp@mpsupplies.com

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Buyer:

This deposit is to be a proportional credit toward the balance due for each shipment. Acceptable payment forms: Certified Check or Credit Card.

7. **Warranty.** Seller warrants that the goods sold hereunder are new and free from substantive defects in workmanship and materials. Seller's liability under the foregoing warranty is limited to replacement of goods or repair of defects or refund of the purchase price at Seller's sole option. Seller makes no other warranty, express or implied, and none shall be imputed or presumed.

8. **Taxes.** All sales taxes, tariffs, and other governmental charges shall be paid by Buyer and are Buyer's Responsibility Except As Limited By Law.

9. **Governing Law.** The laws of the State of Illinois shall govern this Contract. Any disputes hereunder will be heard in the appropriate federal and state courts located in McHenry County, Illinois.

10. **Force Majeure.** Seller may, without liability, delay performance or cancel this Contract on account of force majeure events or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.

11. **Miscellaneous.** This Contract contains the entire agreement between the parties and supersedes and replaces all such prior agreements with respect to matters expressly set forth herein. No modification shall be made to this Contract except in writing and signed by both parties. This Contract shall be binding upon the parties and their respective heirs, executors, administrators, successors, assigns and personal representatives.

IMPORTANT NOTICE

All statements, technical information and recommendations related to Seller's product offerings are based on information believed to be reliable, but the accuracy or completeness thereof is not guaranteed. Before utilizing the product, the user should determine the suitability of the product for its intended use. The user assumes all risks and liability whatsoever in connection with such use.

Any statements or recommendations of the Seller, which are not contained in the Seller's current publications, shall have no force or effect unless contained in an agreement signed by an authorized officer of the Seller. The statements contained herein are made in lieu of all warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose which warranties are hereby expressly disclaimed.

SELLER SHALL NOT BE LIABLE TO THE USER OR ANY OTHER PERSON UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT LIABILITY, FOR ANY INJURY OR FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED BY REASON OF THE USE OF ANY OF THE SELLER'S PRODUCTS.

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