

Mutual Terms and Conditions Agreement For All Customers

By completing this transaction and ordering products from Nytrex Industries, Inc., or any of its subsidiaries, affiliates, ET AL, the customer, orderer, other ("Purchaser") agrees that all purchases made by Purchaser from Nytrex Industries, Inc. or any of its subsidiaries, affiliates, ET AL ("Seller") are subject to the following terms and conditions, which may be changed from time to time without notice: (check web site for updates on terms and conditions.)

- 1 All amounts due for goods and services purchased from Seller are payable at the Seller's distribution facility from which the goods and/or services are shipped. Purchaser acknowledges that such amounts are not payable in installments, but are payable in full as stated herein. Unless, arrangements are made upfront and are in writing, all prices do not include freight, Purchaser pays freight.
- 2 All amounts due Seller are payable in accordance with the Payment Terms of Seller's Credit Department. Currently, Net 30 unless other arrangements are made prior to the sale and these Terms are reflected on the invoice. If any amount due Seller is not paid in accordance with such payment terms, a delinquency charge of 2.5% per month shall be added to the amount due Seller; NSF adds \$35.00.
- 3 In the event the account is turned over to an attorney or other agency for collection, or suit is brought on same, or the same is collected through any judicial proceeding whatsoever, Purchaser shall pay all attorney's fees and court costs of the Seller, as due.
- 4 Purchaser shall notify Seller by certified mail of any change of ownership of Purchaser. Purchaser warrants to Seller that all financial information, etc. furnished for the purpose of obtaining credit, or any other purpose is true, correct and complete in all material respects, and Purchaser authorizes Seller to investigate all references furnished pertaining to the credit and financial responsibility of Purchaser.
- 5 Law Governing. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia and the parties to this Agreement agree that any action on this Agreement shall be brought in a court of jurisdiction in Bibb County, Ga.
- 6 Arbitration. If at any time during the term of this Agreement any dispute, difference or disagreement shall arise upon or in respect of the Agreement, and the meaning and construction hereof, every such dispute, difference and disagreement shall be referred to a single arbiter agreed upon by the parties, or if no single arbiter can be agreed upon, an arbiter or arbiters shall be selected in accordance with the rules of the American Arbitration Association and such dispute, difference or disagreement shall be settled by arbitration in accordance with the then prevailing commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbiter may be entered in any court having jurisdiction thereof.
- 7 I, the Purchaser, for and in consideration of the Seller, Nytrex Industries, Inc., Et Al, ("Nytrex") selling products to Purchaser by extending credit, or otherwise, at my request to Me and the Company, (the 'Company'), I Personally Guaranty prompt payment of any obligation of the Company or Purchaser to Nytrex or Seller, whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum which is due by the Purchaser to Seller whenever the Purchaser/Company fails to pay same. It is understood that this guarantee shall be absolute and completely binding and is a continuing irrevocable guarantee for such indebtedness of the Purchaser/Company.
- 8 Purchaser agrees that any claims concerning product quality, or the like, shall be made within seven (7) calendar days of shipment receipt of the product in question; additionally, any damages sought by Purchaser against Seller, Et AL, shall be limited to the invoiced cost of the product in question. Purchaser acknowledges that he/she/The Company is not entitled to Specific Performance.
- 9 Any additions or subtractions to this Mutual Terms and Conditions Agreement shall not be deemed valid unless agreed to in writing by Seller's President.
- 10 Nothing More.