

INTORQ US INC.
General Terms and Conditions of Sale and Services

Effective as of January 1, 2010

1. General

These Terms and Conditions of Sale and Services ("Terms and Conditions") form an integral part of any acceptance by INTORQ US INC. ("INTORQ") of any purchase order placed ("Order") and sales or services transaction resulting therefrom ("Transaction") and shall supersede all printed terms and conditions on any request for proposal, purchase order, or other form, if any, of or presented by a customer of INTORQ ("Customer") and any other inconsistent terms submitted by a Customer prior to acceptance by INTORQ of an Order. These Terms and Conditions may not be varied or supplemented unless agreed to in writing by a duly authorized representative of INTORQ. No sales representative shall have such authority. Failure of INTORQ to object to conflicting or different provisions contained in any Order or other writing of Customer shall neither be construed as a waiver of these Terms and Conditions, nor an acceptance of any terms and conditions of Customer. Except only as otherwise agreed in writing by a duly authorized representative of INTORQ, the sale of any of INTORQ's products or services ("Products") shall be governed only by these Terms and Conditions. Customer shall be deemed to have accepted these Terms and Conditions if Customer accepts any shipment of Products to which these Terms and Conditions relate. INTORQ hereby expressly rejects any portion of any Order that attempts to modify these Terms and Conditions.

2. Offer and Acceptance

The Order is an offer to purchase upon these Terms and Conditions and shall be considered accepted upon (i) INTORQ's receipt of an Order from Customer for the Products and INTORQ's written acceptance ("Order Acceptance") of the Order (such an Order is an "Accepted Order"), (ii) the mutual execution of a contract for sales and/or services ("Sales Contract") or (iii) INTORQ's commencement of its performance as requested in the Order. Customer acknowledges that INTORQ shall have the right to (i) reject any Order for any reason or for no reason or (ii) to accept any Order within thirty (30) days from receipt of such Order. After Order Acceptance, Customer may not cancel any Accepted Order without INTORQ's written consent. Special Products are non-cancelable and non-returnable. INTORQ will not accept any Order if it determines that any such Order may be cancelled later. If INTORQ accepts any cancellation in writing, Customer shall reimburse INTORQ in full for all charges and costs associated with such cancellation and/or re-stocking as determined in INTORQ's sole discretion. Any Order must be initially complete, providing all necessary specifications, types and ratings and other necessary information.

3. Scope

3.1 The scope of the Transaction ("Scope") shall be determined, in that priority, by (i) the Sales Contract (if any), (ii) the Accepted Order or (iii) INTORQ's solicitation of an Order from Customer ("Order Solicitation"). Additional specifications or requirements beyond the terms of an Accepted Order or subsequently introduced to expand or limit the Scope must be expressly agreed upon by INTORQ in writing to be valid.

3.2 Product descriptions, illustrations and technical data are mere descriptions of the Products for illustrative purposes and shall in no event be construed as a limited warranty.

4. Time of Performance, Delays, Partial Performances, Place of Performance

4.1 Lead-times are estimates only and shall be based upon the date of INTORQ's Order Acceptance, provided, however, that Customer shall have provided all necessary information and materials to INTORQ to fill an Order. Customer acknowledges and agrees that lead-time are non-binding and will vary according to availability of supply and raw materials, delays in transportation, manufacturing problems and other conditions, and, consequently all delivery dates communicated by INTORQ are estimates and shall be subject to change without notice, unless otherwise expressly stated by INTORQ in writing.

4.2 The time of delivery and performance shall be extended by the period of time in which Customer is in default of its obligations under the Accepted Order or for as long as it does not meet its contributory obligations thereunder.

4.3 If Customer requests any changes to an Accepted Order, and INTORQ agrees thereto in writing, then the time of delivery with respect to such changed Accepted Order shall be extended by a reasonable period of time to accommodate the changes.

4.4 INTORQ shall be in compliance with agreed-upon delivery dates (i) if the Products were released into the custody of the common carrier ("Carrier") on the agreed upon date of delivery or (ii) as soon as INTORQ has communicated to Customer its de facto readiness for shipment.

4.5 In the event that INTORQ's supplier ultimately fails to deliver necessary parts or raw materials and INTORQ's order with such supplier complies with the requirements of INTORQ's delivery obligation to Customer, INTORQ shall be entitled to fully or partially withdrawal from the proposed Transaction, provided that INTORQ notifies Customer of the failed supply.

5. Shipment; Risk of Loss; Shipping Schedule

5.1 Shipments shall be made F.O.B. Atlanta, GA, unless otherwise specified in writing.

5.2 INTORQ's Products are packaged carefully, using standard methods. The shipment shall be deemed accepted in good and undamaged condition by the Carrier and title to, and the risk of loss or theft, damage or destruction

to, the Products shall pass and shift to Customer upon releasing the Products to the Carrier and upon that acceptance by the Carrier.

5.3 INTORQ will use its commercially reasonable efforts to ship the Products as agreed upon by INTORQ and Customer. Delay in delivery of any shipment of Products shall not relieve Customer of its obligations to accept such shipment or any other shipment. Under no circumstances shall INTORQ on account of late delivery or non-delivery be liable to Customer, its agents or any other persons for any special or consequential damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of or breach of contract, negligence or such other actions as may be deemed or alleged to be the cause of a loss or damage to such a person.

5.4 INTORQ's shipments are NOT insured. Customer must request insurance coverage, if required, and the insurance cost will be added to the freight charge. All uninsured shipments are the responsibility of Customer. INTORQ assumes no responsibility for any such loss or damage.

5.5 All shipments shall be made by a Carrier of INTORQ's choice unless otherwise requested by Customer in writing. Any special arrangements requested by Customer shall be at Customer's additional expense.

5.6 INTORQ reserves the right to deliver in installments. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining deliveries.

6. Prices, Compensation, Payment

6.1 All prices are valid ex works unless otherwise agreed upon by INTORQ in writing. All prices and compensations are in US\$ plus applicable transportation costs, expenses, packaging beyond standard packaging, dispatch and, if applicable, insurance of goods in transit.

6.2 Customer shall pay the prices stated in the Accepted Order or INTORQ's Order Solicitation in accordance with the terms of this Section 6.

6.3 If Customer has established credit with INTORQ, unless otherwise agreed upon by INTORQ in writing, payments are due without discount immediately after INTORQ's delivery of the Products and Customer's receipt of invoice and are payable within thirty (30) days after invoice date.

6.4 If Customer has established credit with INTORQ, INTORQ may, in its sole discretion, upon a change in the Customer's financial condition, alter or suspend credit, or discontinue delivery of Products, and demand advance payment for any partially finished Products which are then being manufactured pursuant to a Customer's Order.

6.5 If Customer has not established credit with INTORQ, full cash payment for the Products shall accompany Customer's Order, or at the option of INTORQ, C.O.D. or bill-of-lading with sight draft attached. INTORQ, in its sole discretion, may require a deposit satisfactory to INTORQ. Payments should be made by check or money order, payable to INTORQ.

6.6 Upon Customer's default of payment, interest will accrue at a rate of the lower of (i) eight percentage (8%) points above the currently applicable legal interest rate or (ii) the maximum interest rate permitted by applicable law. Customer shall pay all costs of collection, including legal fees. INTORQ reserves the right to seek any additional remedies allowed by law.

6.7 If Customer requests a later delivery date or time of performance, and INTORQ agrees thereto in writing, Customer shall pay INTORQ at that time when such payment would have been due without such change. If Customer requests an earlier delivery date or time of performance, and INTORQ agrees thereto in writing, Customer shall pay INTORQ at such earlier delivery or performance date.

6.8 All prices are subject to change without notice, including, but not limited to price changes based on change in raw material cost. INTORQ reserves the right to price changes if INTORQ's price quotation was for an annual delivery of Products and Customer requests deviation from such quoted annual delivery.

6.9 If Customer submits an Order for Products at a quantity smaller than the quantity quoted in INTORQ's Order Solicitation, INTORQ may increase the prices for such smaller quantity and demand advance payment for the price difference.

6.10 If Customer, after submission of an Order Acceptance, requests reduction in the quantities of Products and INTORQ consents thereto in writing, or if production of the Products is being held up by the Customer, INTORQ reserves the right to demand advance payment of the price corresponding to the difference based on such reduction in quantities or held-up production.

6.11 Any modifications or additions to, suspensions of, or changes to specifications after INTORQ has commenced fulfillment of an Order, consented to by INTORQ in writing, are subject to additional charges corresponding to additional material, scrap, and labor necessary to fill such Order.

7. Taxes

Customer shall pay, in addition to any invoiced amount, all taxes, if applicable, upon the production, sale, shipment, or use of the Products, including, without limitation, all federal, state, or local property, license, privilege, sales, use, excise or gross receipts taxes or other like taxes and tariffs. In the event that INTORQ is required to pay any such taxes, Customer shall indemnify, pay or reimburse INTORQ on demand for such payments and any penalties or fees related thereto. Customer shall submit any sales/use tax exemption certificates it has obtained for any state into which INTORQ shall ship any Products pursuant to an order.

8. Purchase Money Security Interest

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With the submission of the Order, and INTORQ's issuance of an Order Acceptance or delivery of Products, Customer grants a purchase money security interest in all Products delivered by INTORQ to Customer and in all proceeds from the sale of the Products by Customer to any third party, including accounts receivable, contract rights and cash receipts arising therefrom. Such security interest shall remain in INTORQ until INTORQ receives full payment of the purchase price for all Products. Customer authorizes INTORQ to timely prepare and file such financing statements or other writings as may be necessary to perfect such purchase money security interest. Customer agrees that INTORQ has the right to immediate possession to any Products that have not been paid for in full by INTORQ.

9. Inspection; Claims; Return

- 9.1 Customer shall inspect the Products immediately upon their delivery and shall give written notice in accordance with Section 21 below to INTORQ of any damage to the Products ("Damage or Loss") within seven (7) business days from the date of their delivery. If Customer does not provide such notice, the Products shall be deemed to conform to their description and the Products shall be deemed accepted by Customer in accordance with the terms of the Accepted Order. Customer expressly waives any rights Customer may have to reject or revoke acceptance of the Products after such notification period has lapsed.
- 9.2 For any Damage or Loss not immediately apparent, Customer shall notify INTORQ within seven (7) business days of discovery of such Damage or Loss. If Damage or Loss is ascertainable by Customer upon delivery, Customer must immediately file a claim with the Carrier and notify INTORQ in writing as set forth above within three (3) business days after delivery.
- 9.3 Subject to Subsections 9.1 and 9.2 above, notations regarding any such claim shall be made on all copies of Carrier's waybill and the driver must sign all copies to acknowledge notification of the claim. Upon INTORQ's request, Customer shall furnish to INTORQ all original delivery records so as to assist INTORQ in assessing the validity of the claim.
- 9.4 Customer shall not refuse acceptance of shipment because of transit damage as this causes unnecessary shipping expense and delay.
- 9.5 Time is of the essence for purposes of this Section 9.

10. Force Majeure

INTORQ shall not be liable for damages as a result of any delay or failure of delivery due to any cause beyond INTORQ's control, including, without limitation, acts of nature or God, act of Customer or any of its representatives, any statute, ordinance, regulation, order or other governmental agency or judicial action, fire, storm, flood, earthquake, explosion, accident, war or rebellion, sabotage, epidemic, quarantine restrictions, strike, riot, terrorism, war, transportation embargoes, failure or delay in transportation or inability to obtain or delay in obtaining necessary labor, products, fuel or manufacturing locations or failures of manufacturing machinery. In the event of any such delay, the date of delivery shall be extended for a period equal to the time loss by reason of such delay and, if such delay is caused by act of Customer or any of its representatives, INTORQ shall be reimbursed for any additional costs arising from such delay.

11. Limited Warranty

- 11.1 INTORQ provides for a limited warranty for any of the Products furnished hereunder for any defect in workmanship or materials under normal usage or as otherwise agreed upon by the parties in the Accepted Order for a period of twenty-four (24) months after the delivery. INTORQ shall only be responsible for the Products to be free from defects according to the current state of technology. It shall be Customer's sole responsibility to provide for the fitness and safety of INTORQ's Products for any end customer application, if not otherwise expressly agreed upon by INTORQ in writing. Customer must notify INTORQ in writing with respect to any limited warranty claim upon which notification INTORQ shall determine the validity of such claim. INTORQ shall have the right, in its sole discretion, to correct the defect or to deliver Products that are free of any such defect. INTORQ retains the right to at least two (2) attempts to remedy any limited warranty claim. Replaced Products shall become the property of INTORQ. This limited warranty shall not apply to Products which, upon INTORQ's reasonable determination, have been subjected to misuse, neglect, improper installation, repair, alterations, or other damaging conditions.
- 11.2 INTORQ may demand from Customer reimbursement for any expenses if no defect can be ascertained. Customer shall bear the burden of proof. If expenses, including cost of transport, travel, work and material increase while INTORQ attempts to remedy any defects, INTORQ shall not be responsible for such increased expenses, if such increase in expenses is due to the fact that the delivered Products were subsequently transported by Customer to a place other than the place of delivery.
- 11.3 EXCEPT AS SET FORTH IN SECTION 11.1 ABOVE, INTORQ MAKES NO EXPRESS OR IMPLIED WARRANTY, STATUTORY OR OTHERWISE, CONCERNING ANY PRODUCT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF MERCHANTABILITY.

12. Damages Disclaimer and Limitation; NRE

- 12.1 IN NO EVENT SHALL INTORQ BE LIABLE TO ANY CUSTOMER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE PRODUCTS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF INTORQ

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INTORQ'S TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE GREATER OF THE AMOUNT OF (A) THE TOTAL COMPENSATION PAID BY CUSTOMER TO INTORQ FOR THE PRODUCTS, OR (B) PROCEEDS AVAILABLE FROM ANY INSURANCE POLICY IN EFFECT AND APPLICABLE TO THE EVENT GIVING RISE TO SUCH LIABILITY.

- 12.2 Charges by INTORQ for non-recurring engineering ("NRE") are entirely and exclusively for the purpose of defraying costs incurred by INTORQ's engineering activity. In no event shall it imply consultation or admission that expertise or legal advice was given, will be given or was offered to Customer.

13. Intellectual Property

- 13.1 Customer acknowledges INTORQ's exclusive right, title and interest in INTORQ's patents, trademarks, service marks, trade names, emblem, designs and methods relating to Products (the "Intellectual Property").
- Customer acknowledges that INTORQ has certain ideas and information concerning financial matters and trade secrets and corporate proprietary information, written and unwritten (the "Information and Ideas") which INTORQ is willing to disclose to Customer from time to time as it becomes necessary to promote a Transaction. Customer shall not acquire any right, title or interest in the Intellectual Property or the Information and Ideas by virtue of any Transaction under these Terms and Conditions, or at any time describe or represent itself to others as having such right, title or interest. Should any law or regulation vest Customer with any rights and any of the Intellectual Property or the Information and Ideas, Customer hereby assigns and agrees to assign to INTORQ all such rights contemporaneously with their vesting. Customer shall promptly notify INTORQ of any and all infringements of the Intellectual Property or the Information and Ideas of which it becomes aware and will assist INTORQ in taking action against any such infringements.
- 13.2 Customer acknowledges and agrees that irreparable harm would be suffered by INTORQ in the event of a breach of this Section 13 and that INTORQ shall have the right to seek injunctive relief in the event of a breach or threatened breach of this Section. Customer agrees that the rights of INTORQ provided in the sentence above and under the terms of these Terms and Conditions shall be in addition to, and not in lieu of, all other rights INTORQ may have at law or in equity to protect the Intellectual Property and the Information and Ideas.

14. Indemnification

Customer hereby agrees to indemnify, defend, at Customer's expense, and hold INTORQ harmless from and against all loss, costs, damages or expenses arising out of (i) any suit being brought against INTORQ by reason of manufacturing special Products designed and/or manufactured to Customer's specifications and (ii) Customer's breach of any term of an Accepted Order including, but not limited to, these Terms and Conditions or any provision thereof and any alleged infringements of patents, trademarks, copyrights or any other intellectual property right relating to the use of Products.

15. Default

INTORQ reserves the right to cancel all or any part of a current Accepted Order and any other Accepted Orders outstanding, without liability to Customer, if Customer fails to perform under any applicable provision of these Terms and Conditions or of any applicable Accepted Order and the failure is not cured within ten (10) days after notice to Customer by INTORQ. In the event of termination, INTORQ may exercise all rights and remedies available to it hereunder and under the laws of the state of Georgia.

16. Bankruptcy or Insolvency

If Customer files any petition under any bankruptcy reorganization, composition or insolvency law, or if any other person or entity files such petition with regard to Customer, or if a receiver has been appointed to manage Customer's affairs or property, INTORQ, in its sole discretion, may terminate any Accepted Order by written notice to Customer. INTORQ's termination shall not prejudice its rights to the amounts then due under this Proposal or to any other remedies available. In the event an action is brought by INTORQ to collect the monies due hereunder, Customer shall pay all cost of collection, including reasonable attorney's fees, and interest allowed by law.

17. Disputes and Arbitration

Subject to Section 18 below, both INTORQ and Customer hereby agree to waive their rights to a trial and that any disputes or questions arising hereunder including the construction or application of these Terms and Conditions shall be settled in accordance with the rules of the American Arbitration Association then in force. If the parties cannot agree upon an arbitrator within ten (10) days after demand by either of them, the parties agree to submit to the American Arbitration Association selection process. The decision of the arbitrator shall be final and binding both as to law and to fact, and shall not be appealable to any court in any jurisdiction. The parties shall share the expenses of the arbitrator equally unless the arbitrator determines that the expenses shall be otherwise assessed.

18. Jurisdiction; Venue

For purposes of injunctive relief or should arbitration not be available, in any legal action relating to the sale and shipment of Products under these Terms and Conditions, Customer irrevocably agrees and consents (i) to the exercise of jurisdiction over it by the courts of the State of Georgia or the United States District Court for the Northern District of Georgia; and (ii) that if Customer brings the action, it shall be instituted in one of the courts specified in Subsection (i) above. Service of process provided to Customer in accordance with Section 21 below shall be effective and sufficient to establish jurisdiction and venue in such court in any such action. Should arbitration not be available, INTORQ may institute legal action in any appropriate jurisdiction.

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19. Governing Law

The Accepted Order, including these Terms and Conditions and any Transaction resulting thereof shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, but excepting any Georgia or United States rule, law or treaty which would result in the application of the law of a jurisdiction other than Georgia.

20. Severability

If any provision of an Accepted Order, including these Terms and Conditions shall be judged by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of the Accepted Order, including these Terms and Conditions and the effect thereof shall be confined to the provision as to which such adjudication is made.

21. Notice

Any notice or other communication required or permitted by these Terms and Conditions to INTORQ must be given in writing and must be delivered by personal delivery (including personal delivery by overnight courier such as Federal Express, DHL, or similar overnight courier), first class mail (registered or certified), telecopy or e-mail (with a copy sent by personal delivery or first class mail), in each case addressed to INTORQ US INC., 530 Means Street, Suite 120, Atlanta, GA 30318, Telefax: (404) 586-6824. Notice shall be effective when received or delivered.

22. Export

22.1 INTORQ's Products are designed to remain in the country of delivery as agreed upon with the Customer. The export of Products supplied hereunder by the Customer may be subject to governmental approval. The Products are particularly subject United States export controls and embargo laws and regulations. It shall be Customer's duty to independently gather information with regard to these laws and regulations from all appropriate authorities. INTORQ shall not be liable for any export permission or export fitness.

22.2 It shall be Customer's sole responsibility to obtain all necessary approvals from each respective export authority prior to exporting such Products. Any forwarding of Products governed hereunder by the Customer to third parties, with or without INTORQ's knowledge, shall require the transfer of the export licensing conditions.

The Customer shall at all times remain liable to INTORQ for the correct adherence to this condition.

23. Assignment

Customer shall not delegate any duties or assign any rights under any Accepted Order without the prior written consent of INTORQ. Any such attempted delegation or assignment shall be void.

24. Third Party Rights

Nothing in any Proposal, Order Acceptance or Accepted Order is intended to confer any rights or remedies on any persons other than Customer, INTORQ, and their respective successors and permitted assigns.

25. Headings

The headings contained in these Terms and Conditions are included for mere convenience of reference and shall not affect the language included herein.

26. Errors

INTORQ shall not be responsible for any typographical errors made in any of its publications and other forms of printed materials, or for any stenographic or clerical errors. All such errors are subject to correction.

27. Amendment

INTORQ reserves the right to change, modify, add, or delete portions of these Terms and Conditions from time to time without further notice. Any such changes to these Terms and Conditions shall be valid if communicated to Customer and will indicate the date that these Terms and Conditions were last revised ("Effective Date"). Any and all Products shall be delivered and Services shall be performed pursuant to, and in accordance with, the Terms and Conditions as of the applicable Effective Date.