

REINCO INC

TERMS AND CONDITIONS OF SALE

All reference to product or material relates solely to those items stated on the reverse side of this agreement.

This Order is accepted subject only to the Terms and Conditions included in this order and the reference to any proposal from Buyer is only for the purpose of specifying basic information concerning price, the description of the item(s) quantities, terms of payment, and delivery and then only as such items are consistent with the terms and conditions herein. Any of Buyers' Terms and Conditions, which are in addition to or are inconsistent with these Terms and Conditions will be construed as proposals for addition to this order and will not be binding unless agreed to in writing by Reinco. Commencement of performance by Reinco in the absence of Seller's agreement to the proposals will constitute Buyer's acceptance of these Order Terms and Conditions.

PRICE: All dollar amounts are to be paid in U.S. funds.

DELIVERY: Shipments will be made in accordance with instructions on the reverse side, issued by the purchaser. Upon delivery of the material covered hereunder to carrier, the purchaser assumes the risks of all loss, misdirection or damage resulting while in the hands of the carrier, and is solely responsible for the filing of any claims thereto.

SHIPMENT: Shipping dates are approximate and not guaranteed, and are subject to confirmation by the seller upon receipt of buyer's acceptance. Seller is not liable for delays in delivery or failure to manufacture or deliver, due to causes beyond its reasonable control. **Under no circumstances shall seller be liable for consequential damages.**

WARRANTY: Unless otherwise specified, Reinco Inc (seller) warrants, to the original retail purchaser (buyer), that the products sold hereunder are free from defects in materials and workmanship for a period of twenty four months for new Power Mulchers, twelve months for new Hydrograssers, and 30 days for spare or replacement parts, from the date of original delivery or sale to retail buyer. Upon proper notification, the seller agrees to correct any such defect by repairing, or causing to be repaired, any defective part or parts. Seller will make no allowance for repairs or alterations performed by the buyer or his agent without the advance written consent of the seller. All components and accessories manufactured by third parties, and purchased by the sellers as OEM items, are warranted by seller only to the extent of the original manufacturer's expressed warranty.

All other express warranties and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by seller. No alternations or modifications of such warranties shall be valid unless made in writing and signed by and officer of the seller. Conditions of use are of critical importance and beyond control of seller. Buyer assumes all risks for use contrary to label instructions or for use under abnormal conditions.

All orders are accepted on condition that seller's liability, and Buyer's exclusive remedy, for breach of any warranty, express(ed) or implied, shall be limited to the replacement by seller or refund of their purchase price at the option of seller and on the further condition that seller **shall not be liable for incidental or consequential damages.**

LIMITS OF LIABILITY: Seller's liability in any warranty claim resulting from the sale, delivery, repair or use of any product furnished, shall in no case exceed the price of the part thereof which gives rise to said claim. **In no event shall seller or his agents be responsible for special, incidental or consequential damages resulting from the use of said product.**

TITLE: Title to items covered in this agreement shall remain with the seller and not pass to the purchaser until the seller receives payment in full. A service charge of 1 ½% per month will be applied to all amounts not paid in accordance with the terms as stated herein.

INDEMNIFICATION: The seller shall not be responsible for purchaser's choice and use thereof, of any materials applied in conjunction with the products manufactured by the seller. Buyer agrees to indemnify seller from any claims arising from the application of other parts or materials to products manufactured by the seller.

ASSISTANCE and ADVISE: Seller may furnish at his discretion, technical assistance and/or advice in the use of the product sold, as an accommodation to the buyer. Seller assumes no obligation, liability or responsibility for the advice or assistance rendered or the results obtained.

INSURANCE: Buyer shall be responsible to the seller for loss or damage by fire or otherwise until product purchased is paid in full and title passes as herein provided. Buyer shall provide ample insurance, including liability and workmen's compensation, covering all personnel who may assist in the use and operation of the product delivered.

This agreement constitutes the entire agreement between the parties. No modifications are valid unless in writing and signed by both parties. This transaction is subject to the Uniform Commercial Code, as interpreted by the State of New Jersey, except as may be modified in these order Terms and Conditions. The warranty statement is a synopsis of the complete warranty, which will be in effect at the time of purchase, and is available on request.

JANUARY 2007