

SALES AGREEMENT - TERMS AND CONDITIONS

1. **AGREEMENT:** Absolute Museum & Gallery Products Limited ("Absolute") hereby agrees to sell to Purchaser, and Purchaser hereby orders and agrees to purchase from Absolute, the merchandise described on the face side of this sales agreement ("Merchandise") under the terms and conditions set forth. No additional or different terms, conditions or modifications hereof, whether contained in any prior offer or proposal of Purchaser, or any acceptance, confirmation or consent by Purchaser subsequent hereto, or otherwise, shall be binding on Absolute unless expressly consented to in a writing signed by Absolute. This shall not constitute an offer or acceptance by Absolute unless signed on the face side by an officer of Absolute. Unless otherwise agreed, the merchandise will be delivered to the Purchaser on a landed duty paid basis.

2. **COMPLIANCE; ACCEPTANCE:** If the Merchandise or tender of delivery thereof fails in any respect to conform to the agreement of sale between the parties, Absolute, upon timely written notice of such non-conformity, shall have the option to seasonably cure such non-conformity as provided herein. Time shall be deemed not-of-the-essence with respect to dates of delivery of the Merchandise. Purchaser's acceptance of the Merchandise shall be deemed a waiver of Purchaser's right to reject the same for non-conformity. Absolute's non-delivery or default as to delivery of any installment or portion of the Merchandise shall not be deemed a breach of this Agreement except as to such installment and shall not relieve Purchaser from its obligation to accept and pay for any subsequent or prior installment or portion, even though such non-delivery or default substantially impairs the value of the Agreement.

3. **WARRANTY; DISCLAIMER:** ABSOLUTE WARRANTS THE MERCHANDISE TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP UNDER NORMAL USE AND SERVICE. OUTDOOR USE IS NOT NORMAL USE AND SERVICE FOR ANY OF THE MERCHANDISE. ABSOLUTE'S OBLIGATION UNDER THIS WARRANTY, OR OTHERWISE, IF THE MERCHANDISE SHALL NOT BE IN CONFORMITY WITH THE AGREEMENT OF SALE, SHALL BE LIMITED STRICTLY TO EITHER, AT ITS OPTION, REPAIRING OR REPLACING THE DEFECTIVE OR NON-CONFORMING MERCHANDISE OR REFUNDING THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER FOR ANY SUCH MERCHANDISE WHICH PURCHASER SHALL DEMONSTRATE, WITHIN THIRTY (30) DAYS AFTER DELIVERY, TO BE DEFECTIVE OR OTHERWISE NON-CONFORMING.

4. **LIMITATION OF ABSOLUTE'S LIABILITY:** **ABSOLUTE'S LIABILITY FOR BREACH OF WARRANTY, MISREPRESENTATION, OR NON-CONFORMITY OF THE MERCHANDISE SHALL BE LIMITED AS PROVIDED IN SECTION 3 HEREOF. IN THE EVENT OF ANY OTHER BREACH OF THIS AGREEMENT OR ANY PROVISION PERTAINING TO THE SALE OF THE MERCHANDISE, ABSOLUTE'S LIABILITY, AND PURCHASERS REMEDIES THEREFOR, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES RESULTING FROM SUCH BREACH. IN NO EVENT SHALL ABSOLUTE BE LIABLE, WHETHER FOR BREACH OR OTHERWISE IN CONNECTION WITH THIS SALE OF THE MERCHANDISE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, OR COST OF PROCUREMENT OF SUBSTITUTE MERCHANDISE.**

5. **PAYMENT OF PURCHASE PRICE, LIQUIDATED DAMAGES AND PURCHASER'S DEFAULT:** Unless otherwise agreed in writing, the Purchaser shall pay the purchase price simultaneously with the signing of this Agreement, and in all events prior to and as a condition of delivery of the Merchandise. If Purchaser shall fail or refuse to make any payment pursuant to the terms of this Agreement, Absolute shall be entitled to retain, as liquidated damages,

any deposit made, in its entirety. If it is agreed that payment is to be made in full or in part after delivery, should Purchaser fail to make payment of any installment hereunder when due, it shall constitute a default and the remaining balance shall immediately become due and payable, all or any portion if the purchase price not paid when due hereunder shall bear interest at the lesser of either the rate of eighteen (18%) percent per annum or the maximum permissible legal rate of interest. Absolute shall be entitled to recover, in addition to damages resulting from Purchaser's default, the reasonable amount of legal fees and expenses incurred by Absolute arising from or related to such default.

6. **SECURITY INTEREST:** Purchaser hereby grants a security interest in the Merchandise and the accounts receivable and proceeds thereof and hereby authorizes Absolute to execute in its behalf and to file any requisite financing statements or similar documents to perfect the same.

7. **NON-CANCELABLE PROVISION – SPECIAL CUSTOMIZED PRODUCT ORDERS:** If the Merchandise shall not be such as Absolute shall regularly produce for sale from its existing inventory, without any modifications of any kind, then Purchaser acknowledges that the Merchandise is specially made to Purchaser's order and agrees that this Agreement may not be cancelled by Purchaser.

8. **FORCE MAJEURE:** If the performance of any part of this Agreement by Absolute is prevented, delayed or made impracticable by reason of strike, flood, riot, fire, explosion, war or any other event or cause beyond the reasonable control of Absolute, including, without limitation, delays in shipping or clearing customs, Absolute shall be excused from such performance during the continuance of any such performance shall be deemed suspended during the continuance of such event or cause.

9. **GENERAL:** Any reference herein to this Agreement shall be construed as referring to the provisions herein contained and any other provisions binding upon the parties with respect to the sale of the Merchandise. This Agreement shall be binding upon and inure to the benefit of Absolute and the Purchaser and their respective successors and assigns. Purchaser shall not delegate or assign any rights, debts, obligations or claims hereunder without Absolute's prior written consent. This Agreement embodies the entire understanding and agreement between the parties hereto with respect to the matters and transactions contemplated herein. There shall be no representations, and no modifications or additions hereto except as shall be in writing and signed by the party to be charged therewith. Neither party shall be deemed to have waived any rights hereunder except by a writing signed by that party. That any provision or term hereof may be found to be void or unenforceable, shall have no effect on any other provision or term herein. This Agreement and the performance of the parties hereto in connection herewith shall be governed by and construed in accordance with the laws of England. Any disputes, claims or causes of action arising out of or in any way related to this Agreement shall be resolved in England, in the courts located in the City of London. Any notification or other communication given in connection herewith shall be in writing, given either by: (i) personal delivery to an individual party hereto, or partner or officer or director of, respectively, a partnership or corporation or a managing director of any other entity and by receipted facsimile transmission, or (ii) by internationally-recognized, regular overnight courier service (such as FedEx), all courier fees prepaid, and by receipted facsimile transmission. Sending by courier and facsimile shall be to the address and facsimile number on the face hereof unless hereafter changed by notice given in accordance herewith. Such notice or communication shall be deemed given or sent at the later of either, personal delivery or receipted evidence of facsimile transmission if sent by method (i) above, or receipted evidence of sending by courier or receipted evidence of facsimile transmission if sent by method (ii) above.