

I. TIME OF DELIVERY

The time of delivery stated in ALTEC's quotation is an estimate. Delivery dates are based on conditions at the time of quotation. Quoted delivery dates may change due to events beyond our control. Such events include but are not limited to inability to obtain material, strikes, riots, fires, and delays in transportation and other causes. In no case will ALTEC be liable for consequential damages resulting from any of the foregoing causes. ORDERS WITH PENALTY OR DELAY DAMAGE CLAUSES ARE UNACCEPTABLE. Delivery time is also subject to Purchaser's compliance in full with all the obligations undertaken by the Purchaser in accordance with ALTEC's quotation.

Every effort will be made to ship your orders as scheduled, however, we are not responsible for any damages for failure to do so. Order confirmations indicate the anticipated week of delivery. If you need a more specific date, please contact the sales department.

II. PAYMENT CONDITIONS

ALTEC will impose a late payment charge of 1 1/2% per month (18% annual rate) for all delinquent payments received after 30 days from invoice date.

INDIVIDUAL RESPONSIBILITY AND GUARANTEE: Any person ordering on behalf of a purchaser which is a corporation, limited partnership, or other limited liability company, by signing, also agrees to be personally responsible for the obligations of Purchaser and agrees to the terms for enforcement of the obligations.

III. TITLE

Unless otherwise expressly provided in ALTEC's quotation, passing of risk of loss to equipment and parts shall be FCA point of manufacture (Incoterms 2000) even if carriage and insurance may be prepaid or allowed to destination by ALTEC in some instances. However, provided ALTEC is paid an agreed additional flat charge and arranges shipping from the manufacturer, ALTEC will bear the risk of loss to the goods Delivered Duty Paid (DDP, Incoterms 2000) to the nearest agreed U.S. port of entry. If shipment is postponed for any reason beyond ALTEC's control, the risk of loss shall pass upon written notification by ALTEC to Purchaser that the parts or parts of the equipment are ready for shipment. Title to the equipment shall pass to Purchaser upon full payment of the invoice. In all cases, ALTEC shall retain a security interest in the goods until the full price has been paid and all other financial obligations under the order have been satisfied. The security interest shall be as full in all respects as if title still rested with ALTEC or the manufacturer.

Purchaser grants ALTEC a security interest in all goods sold to Purchaser by ALTEC (and in all proceeds or products thereof), to secure the obligations of Purchaser under this agreement. Purchaser gives ALTEC authority to sign Purchaser's name on any UCC financing statements deemed necessary by ALTEC for purposes of perfecting such security interest, provided Purchaser is provided timely notice of any filing. In the alternative, ALTEC may file a copy of this sale agreement as a financing statement.

IV. STORAGE

Equipment and parts on which manufacture or delivery is delayed due to any cause within Purchaser's control or due to strikes, accidents or any other cause beyond ALTEC's control, may be placed in storage by ALTEC for Purchaser's account and risk, and all expenses in connection therewith shall be paid in full by Purchaser upon receipt of ALTEC invoices. Storage may be at least \$.05 per foot, per day.

V. SERVICE ENGINEERS, EMPLOYEES, AND CONTRACTORS

EMPLOYEES AND CONTRACTORS: Purchaser agrees that for the stated term of this agreement, if any, or otherwise until the last furnishing of products hereunder, and for a period of twelve (12) months afterwards, Purchaser will not hire or otherwise accept or solicit the services of any individual assigned by ALTEC, to provide laundry-related products or services to Purchaser. Nor will Purchaser during such time, so solicit any known supplier or manufacturer represented by ALTEC.

It is ALTEC's practice to offer the services of its experienced service engineers to supervise the installation of its equipment, and to assist with its starting up and initial operation. The service engineers are not authorized to perform any other duties or to incur, waive or modify any obligations or rights on ALTEC's behalf. The charges for such service personnel will be supplied on request. Construction floor plans should be verified in writing with ALTEC before placing an order. Compliance with all local, national, government, and private inspection or safety codes concerning ventilation, gas, steam, electrical, or mechanical components is the sole responsibility of the end user and/or distributor. All costs and liability for rigging, assembly, installation, and utility connections for equipment are also the sole responsibility of the end user and/or distributor. ALTEC does not assume this responsibility unless assumed expressly and specifically in writing for a particular installation.

VI. WARRANTIES AND LIMITATIONS OF LIABILITY

ALTEC warrants title to all parts and equipment furnished under its quotation.

ALTEC warrants that any Jean Michel, Carbonell or Lapauw parts or equipment in which it deals which within one year or 2080 operating hours (whichever comes first), from placement with the carrier at point of manufacture, is proven to ALTEC's satisfaction to have been significantly defective in design, workmanship or materials, or not in accordance with the specifications of its quotation at the time of such placement for shipping will be replaced free of charge FCA point of manufacture, provided notice in writing has been received by ALTEC immediately after such alleged defect or failure to conform has been discovered. Any such replaced part shall become ALTEC's property. Any defective part returned to ALTEC must be received by ALTEC within thirty (30) days of shipment date of the replacement part. Each defective part returned must have a return authorization number issued by ALTEC. ALTEC shall bear the cost of shipping of defective parts. Any defective part returned to ALTEC shall be shipped by the Purchaser, FCA Purchaser's premises. The Purchaser shall cooperate with ALTEC in employing a carrier nominated by ALTEC, and in checking to see if ALTEC wants the goods insured for shipment. This warranty extends only to the original purchaser and the warranty period on each replacement part shall be limited to the unexpired portion of the original warranty period on the part replaced. ALTEC shall have no obligation or liability for equipment which has been improperly stored, handled, installed, operated, maintained, subjected to abnormal conditions of temperature, moisture, abrasion or corrosion or which has been altered/repared by others without the written approval/consent of ALTEC. Correction of nonconformities in the manner provided above shall constitute the entire liability of ALTEC with respect to such equipment unless otherwise expressly set forth on the face of ALTEC's quotation (including these General Conditions). This warranty does not cover consumable items, such as belts, gaskets, hoses, seals, etc.

As far as Jean Michel, Carbonell and Lapauw machinery and apparatus in which ALTEC deals are concerned, ALTEC warrants that it will hold and save the Purchaser harmless from any liability, including costs and expenses, arising from any claim of infringement of a machine or apparatus patent by reason of the use by the Purchaser of such machinery and apparatus for the purpose as set forth in the specification. This provision does not apply to a claim of a process patent or a combination patent covering the use of machinery and apparatus in combination with other equipment not furnished by ALTEC. The indemnity herein undertaken is conditioned upon the Purchaser promptly furnishing ALTEC with full written details of any and all infringement claims

ALTEC Laundry Equipment, LLC

General Conditions

based on the Purchaser's use of such machinery and apparatus as are brought to the Purchaser's attention, and of any and all suits instituted against the Purchaser for infringement based on the Purchaser's use of such machinery and apparatus. The said indemnity is also conditioned upon the Purchaser permitting ALTEC or the manufacturer to defend any such suits by ALTEC's or the manufacturer's counsel, at ALTEC's or the manufacturer's expense, and to have the exclusive control and management of such defense, including the right to settle such suits, and upon the Purchaser assisting ALTEC or the manufacturer, at ALTEC's or the manufacturer's expense, by furnishing such evidence relative to the use of the machinery and apparatus and other matters of fact relating thereto as may be required by ALTEC or the manufacturer in the defense of such suit and by executing and furnishing ALTEC or the manufacturer such documents as may be needed to effect settlement or other disposition of such claim or suit.

ALTEC shall not be liable for an injury in any manner or to any extent due to delays caused by strikes, accidents, lockouts, casualties, delays of carriers or any other event beyond ALTEC's commercially reasonable and practicable control.

THERE ARE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR USE, FITNESS FOR PARTICULAR PURPOSE, PERFORMANCE, CONFORMANCE TO ALTEC QUOTATION SPECIFICATIONS, OR OF ANY OTHER NATURE WHATSOEVER IN FACT OR IN LAW EXCEPT AS PLAINLY AND EXPRESSLY SET FORTH ON THE FACE OF ALTEC'S QUOTATION (INCLUDING THESE GENERAL CONDITIONS). ALTEC shall not be liable for and Purchaser assumes the responsibility for all personal injury and property damage to itself or to any third parties resulting from installation, possession or use of the services (including those described in Section VI hereof), equipment and parts as supplied by ALTEC. Purchaser shall have no remedy against ALTEC in connection with or arising out of the services, designs, equipment or materials furnished by ALTEC except as set forth in ALTEC's quotation (including these General Conditions). ALTEC will not be liable for consequential or incidental damages including, but not limited to, costs in excess of estimated costs, loss of interest, earning profit, use or business interruption or any other special, indirect, incidental or consequential damages or any kind, howsoever caused and whether due to breach of contract, tort including negligence, strict or product liability, or otherwise. Purchaser expressly releases ALTEC, its affiliates and their directors, officers and employees as well as its suppliers from claim or demand for any such damage or expense.

If Purchaser sells any part or all of the equipment, parts or materials supplied by ALTEC, it will require its Purchaser to agree on its own part in a duly executed writing to the above LIMITATIONS upon liabilities and will immediately deliver said instrument to ALTEC. In case of irresolvable conflict, the provisions of these General Conditions shall govern over other portion of ALTEC's quotation.

VII. RESERVATIONS

ALTEC's specifications are based on the standard design and construction described in its quotation for the specified size and type of equipment. If ALTEC or its manufacturer has difficulty in obtaining any of the parts or in obtaining satisfactory delivery from its vendors, it reserves the right to make any such modification or substitution as it may find necessary. Any such parts would, in ALTEC's judgment, at least be equivalent to the parts originally specified.

In view of the manufacturer's policy of providing you with the best products possible, we reserve the right to change product specifications, appearance and prices as necessary without notice. Contact the sales department for exact specifications, dimensions and product approvals.

VIII. DRAWINGS

In accordance with ALTEC's normal procedure, it will where required issue drawings for approval in two (2) copies; such approval shall not be unreasonably withheld. Certified drawings are also issued in two (2) copies; and parts lists and instruction manuals will be issued in three (3) copies.

Drawings are limited to those pertaining to installation of the equipment, electrical and pneumatic diagrams when appropriate but do not include detailed drawings of the machinery or construction drawings.

IX. TAXES

Unless otherwise agreed formally in writing, applicable sales, use or other retail excise taxes, and any custom or import duties (other than U.S. import duty where ALTEC is paid its scheduled charges to arrange shipping) payable under any applicable law or laws by reason of the sale and delivery of equipment to the Purchaser, by ALTEC or by suppliers on its behalf, are not included in the prices quoted and charged under this contract. As ALTEC is not registered under the sales or use tax laws of any jurisdictions other than those of the State of South Carolina, it is understood that the Purchaser will either pay whatever sales or use tax may be applicable or will reimburse ALTEC or its suppliers for any of the foregoing taxes it or its suppliers may be called upon to collect or pay.

X. ACCEPTANCE, MODIFICATION, GOVERNING LAW, AND ENFORCEMENT

No order is binding on ALTEC until finally accepted and confirmed by ALTEC in writing at its office, and thereafter the contract shall not be subject to any modification unless in writing and signed by Purchaser and ALTEC. Possession of ALTEC's price list or these terms shall not constitute an offer to sell on the part of ALTEC. The terms of the agreement include the foregoing, supplemented by any accepted bid, proposal or other memorandum separately stated in writing, and any confirmatory slips or receipts signed off on by Purchaser in the course of ALTEC providing products.

All unpaid obligations of Purchaser under this agreement may be added to invoices of ALTEC.

Purchaser agrees to pay in full the amount that is submitted on each invoice provided by ALTEC.

Payment is required in a timely manner as specified in the "Terms" section of the invoice. Unless the invoice indicates otherwise, payment is due upon receipt, with a ten day grace period.

If Purchaser disputes any item on an invoice, then Purchaser has 15 days to dispute the item in writing. Otherwise, ALTEC has the right to rely on the account as stated.

If payment is not received within the specified amount of time on the invoice, then a finance charge of 18% per annum will be assessed from the due date of the invoice compounded on a monthly basis.

The law of the State of South Carolina, not including the South Carolina choice of law rules, shall govern the interpretation and enforcement of this agreement. ALTEC may require that any action arising from this agreement be brought solely in Richland County, South Carolina, and at ALTEC's option, ALTEC may require any dispute to be resolved by binding arbitration in accordance with the South Carolina Circuit Court Rules for Arbitration or like rules then in effect. In any action or arbitration, ALTEC shall recover its reasonable expenses and costs, including any fees of collection agencies, attorney's fees, or other reasonable costs incurred prior to or after action or award.