

EMX Enterprises Limited

TERMS & CONDITIONS OF SALE

Except as may be provided in a written warranty issued by seller, seller warrants only title to the goods sold by it and that these goods conform to the description contained herein and are of a merchantable quality. Purchaser agrees that neither seller nor its suppliers shall under any circumstances be liable (A) For any other damages, direct, special, indirect or consequential, whether resulting from seller's negligence or otherwise, resulting from or in connection with the goods sold to purchaser, nor (B) For any claims, actions, suits and proceedings which may be instituted in respect to the foregoing, including claims, actions, suits and proceedings advanced by subsequent owners and users of the goods, nor for strict liability or other tort, nor (C) For lost revenues or earnings, lost profits, lost opportunities, costs or delays, lost goodwill or reputation, or punitive or exemplary damages. Purchaser agrees that these terms and conditions apply to all sales despite any contrary provisions in purchaser's own terms and conditions or similar provisions/requirements and that seller does not accept or agree to be bound by any such terms and conditions or other provisions/requirements of purchaser.