



Sales Terms and Conditions

1. CONTRACT

The terms and conditions set forth herein represent all the promises, covenants, agreements, conditions, and understandings between the Company and the Buyer with respect to all sales and purchases and supersede all prior contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, relating hereto, except as contained in this contract. The terms and conditions set forth herein cannot be modified, amended, added to, or otherwise changed unless such modification, amendment, addition or change is reflected in a writing signed by both the Company and the Buyer. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in this contract. ANY TERMS AND CONDITIONS SPECIFIED ON THE BUYERS PURCHASE ORDER OR ANY OTHER COMMUNICATION WHICH ARE IN CONFLICT WITH, INCONSISTENT WITH, OR IN ADDITION TO THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE SUPERSEDED BY THE TERMS AND CONDITIONS HEREOF AND SHALL NOT BE BINDING UPON THE COMPANY UNLESS EXPRESSLY ACCEPTED IN WRITING BY THE COMPANY. The Company's failure to object to terms in any communication from the Buyer will not be a waiver of the terms hereof. THE TERMS AND CONDITIONS HEREIN SHALL BE DEEMED ACCEPTED AND AGREED TO BY THE BUYER EITHER UPON ACCEPTANCE OF DELIVERY OF ANY OR ALL PRODUCTS COVERED BY THIS CONTRACT OR UPON FAILURE OF THE BUYER TO NOTIFY THE COMPANY TO THE CONTRARY WITHIN THREE DAYS OF THE RECEIPT OF THIS CONTRACT. No waiver by the Company of any of the terms and conditions contained herein, or of the breach by the Buyer of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition, or breach, or a waiver of any other term or condition or of the breach of any other term or condition set forth herein.

2. PRICES AND DELIVERY

Unless otherwise stated, prices are subject to change without notice. No cash discounts or other discounts for prompt payment are offered unless specifically stated on the face hereof. Delivery of the products shall be F.O.B. Point of shipment (Incoterm 2000) and, unless otherwise stated, no freight or other transportation charges will be allowed, and Buyer will pay or reimburse seller for all freight. Seller shall not be responsible for storage, transportation or similar charges incurred at destination. Title and all risks of loss and damages shall pass to Buyer upon delivery of the products sold hereunder to the carrier.

3. TAXES

The company's prices do not include any applicable federal, state or local sales, use, excise or similar taxes, and the amount of any such tax which the Company may be required to pay or collect will be added to each invoice unless the Buyer as furnished the Company with a valid tax exemption certificate acceptable to the taxing authorities. Where the Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise, or similar tax will be billed to the Buyer. If upon a subsequent sales, use, excise or similar tax audit an exemption certificate provided to the Company by the Buyer is through no fault of the Company, determined to be invalid, the Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use on other necessary documentation from the Buyer. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit or other necessary documentation, the previously unpaid sales, use or similar excise tax will be billed to and paid by the Buyer.

4. TERMS OF PAYMENT

Except as otherwise provided herein, terms are cash net 30 days from the date of invoice upon approved credit. Amounts past due are subject to a service charge of the lesser of 1.5% per month or maximum contract rate permitted by law. If the financial condition of the Buyer at any time does not, in the sole judgment of the Company, justify the continuance of the work to be performed by the Company hereunder or the terms of payment agreed upon, the Company may require full or partial payment in advance or shall be entitled to cancel any order then outstanding and shall receive reimbursement for its reasonable and proper cancellation charges. In the event of bankruptcy or insolvency of the Buyer or in the event of any proceeding is brought against the Buyer, voluntary or involuntary, under the bankruptcy or any insolvency laws, the Company shall be entitled to cancel any order then outstanding at any time during the period allow for filing claims against the estate and shall receive reimbursement for its reasonable and proper cancellation charges. Be right of The Company under this paragraph are cumulative and in addition to all rights available to the Company at law or in equity. On orders of \$50,000 or more and having a delivery schedule of one (1) month from the date of order or a start to completion schedule that exceeds one (1) month, the Buyer shall pay for such orders in installments, in accordance with the terms of payment herof. The Buyer agrees to pay all expenses incurred in collecting delinquent accounts, including the attorney fees. Payment shall be made for the goods without regard to whether the Buyer has made or make any inspection of the goods. If shipments are delayed by the Buyer, payments are due from the date when the Company is prepared to make shipments. Goods held for the Buyer or at the Buyer's sole risk and expense.

5. CREDIT BALANCE

Any credit balance issued will be applied within one (1) year of its issuance. If not applied within one (1) year, the balance remaining shall be canceled, the Company shall have no further liability except as required by applicable law.

6. DELIVERY

The Company shall exercise commercially reasonable efforts to use the type of transportation specified by the Buyer on the purchase order. If no one is specified, or if the specified type is unavailable or otherwise commercially impractical, the Company in its sole discretion, shall utilize any reasonable appropriate type of transportation. Delivery dates indicated on the contract documents are proximate and are based on prompt receipt of all necessary information regarding the equipment and services covered by the contract Internet binding. The Company will use reasonable efforts to meet the indicated delivery dates but cannot be held responsible for its failure to do so. Failure to deliver pursuant to said delivery dates for any reason whatsoever, whether in the Company's control or not, shall not be cause for cancellation by the Buyer or for a certain damage of any kind whatsoever including, but not limited to, consequential damages, against the Company. In the event of any delay in delivery caused by the Buyer, the Company will store and handle all items ordered at the Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges on or after the date on which the article is ready for delivery, payable in full within 30 days from invoice upon approved credit date. Title to the articles purchased hereunder and risk of loss shall pass to Buyer upon delivery to a carrier.

7. SHIPPING CHARGES

If not otherwise noted, shipments are F.O.B. point of shipment and freight and insurance will be prepaid and billed as a separate item on the invoice on the basis of Company's current freight policies.

8. SUBSTITUTIONS AND MODIFICATIONS OF GOODS

The Company may modify the specifications of the goods designed by the Company and substitute goods manufactured to such modified specifications for those specified herein provided such substituted goods substantially conform to this contract.

9. CHANGES

The Buyer may with the express written consent of the Company make changes in the specifications for equipment or work covered by the contract; in such event the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profits plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to affect said changes.

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10. CANCELTATION

Undelivered parts or goods of any order maybe canceled by the Buyer only with the written approval of the Company. Notwithstanding anything to the contrary, the Company may cancel this contract in whole or in part (including but not limited to reduction of quantities to be delivered) at any time or from time to time in its sole discretion and without cause effective upon oral written notice to the Buyer by telephone or otherwise. The Company shall confirm such oral notice in writing within five (5) days. Upon such cancellation, the Company shall have no further obligation with respect to this contract nor shall the Company be liable for damages, of any kind, including but not limited to consequential damages provided. However, the cancellation shall not be deemed a waiver of the Company's Rights to demand performance by the Buyer of any obligation of the Buyer pursuant hereto, accrued up to the date of cancellation. The Buyer acknowledges that the goods being manufactured hereunder are being specially manufactured and that this order is not cancellable by the Buyer without the written approval of the Company. In the event of any cancellation of this order by either party, the Buyer shall pay to the Company the reasonable costs and expenses including engineering expenses and all commitments to its suppliers and subcontractors incurred by the Company prior to receipt of notice of such cancellation, plus the Company's usual rate of profit for similar work. In addition, in the event of any cancellation by the Buyer of service work after a crew has left a Company facility to perform services for the Buyer, the Buyer shall pay to the Company labor travel time plus the Company's usual labor mobilization and demobilization time.

11. SECURITY INTEREST

Buyer agrees to pay for the articles and services according to the Company's terms and does hereby grant to the Company, a purchase money security interest in the goods and/or improvements purchased hereunder until such time as the Company is fully paid. The Buyer agrees to execute, deliver, and file any financing statements, security agreements or other documents, and to do any and all acts, which are requested by the Company to perfect, continue perfected, or evidence such security interests and any other security interests granted to the Company hereunder. Should the Buyer fail to so execute, deliver or file such documents or failed to do such acts promptly upon request by the Company, the Buyer hereby appoints the Company as the Buyer's attorney-in-fact to do, at the option of the Company, all acts which the Company may deem necessary to perfect and to continue perfected security interest created pursuant to this agreement. A copy of this agreement may be filed to perfect, continue perfected, or evidence the security interests granted to the Company hereunder.

12. REIMBURSEMENT

The Buyer agrees to reimburse the Company for any and all attorney fees and other costs incurred by the Company in connection with the failure of the Buyer to comply with the terms hereof.

13. WARRANTIES

THE COMPANY EXPRESSLY WARRANTS THE EQUIPMENT MANUFACTURED AND SERVICES PROVIDED BY IT ONLY AS SET FORTH IN THIS PARAGRAPH. THE LIABILITY OF THE COMPANY HEREUNDER SHALL BE LIMITED TO THE REMEDIES SET FORTH IN THIS PARAGRAPH WHICH SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE BUYER. THE COMPANY MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH BY COMPANY OF ITS WARRANTIES HEREUNDER OR BUSINESS LOSS. USER MUST BE A CUSTOMER IN GOOD STANDING WITH COMPANY TO BE ELIGIBLE FOR WARRANTY DETERMINATION.

A. DAVIS MANUFACTURED PRODUCTS

The Company warrants that the Davis manufactured products or equipment covered by this warranty well be free from defects in workmanship and material (if properly installed, operated and maintained in accordance with specifications) for a period of one year from date of installation, or 18 months from date of shipment to the Buyer, whichever is shorter. If within this period the Company receives from the Buyer written notice of any alleged defects in any such apparatus and if the apparatus is not found to be in conformity with this warranty (the Buyer having provided the Company a reasonable opportunity to perform any appropriate tests thereon) the Company will, at its option, either repair the same or supply a replacement there for. If the Company decides to supply a replacement, the Company shall assume the shipping cost of the replacement unit. These undertakings on the Company's part as conditioned upon return of the defective unit, freight prepaid and absorbed by the Buyer.

B. DAVIS FIELD SERVICES

The Company warrants that the field services covered by this warranty will be free from defects in workmanship and material (if the system is properly operated and maintained in accordance with industry and manufacturer specifications) for a period of one year from the data project completion. If within this period the Company receives from the Buyer written notice of any alleged defects in any such apparatus or workmanship and if the apparatus or workmanship is not found to be in conformity with this warranty (the Buyer having provided the Company a reasonable opportunity to perform any appropriate tests or inspections thereon) the Company will, at its option, either repair the same or make a price adjustment based on the performance actually provided. The Company does not warrant its field services if the service involves the belt vulcanization of used conveyor belting, two different belt types; more specifically, no warranty applies if either the number of plies, PIW fabric ratings, cover thicknesses, cover rubber grades, total belt thicknesses or ages of the two belts differ to the extent that a reliable vulcanization isn't technically or theoretically assured. The Company also does not warrant its field services if the ambient temperature, humidity or dusting conditions exceed the minimum and maximum levels set by manufacturer of the equipment being installed or serviced. The Company shall have the right to complete such repairs on the same labor premium time schedule as was accepted by the Buyer for the original project. If the Buyer requests that such repairs be completed using a schedule that requires higher labor overtime premium than what was originally required for the project segment that is being repaired, then the Buyer shall pay for all charges in excess of the original labor rates.

C. PRODUCTS BY OTHERS

Products manufactured by others shall be subject to the manufacturer's warranty statement only. No separate Company warranty shall apply to parts manufactured by others. Furthermore, the Company shall not be liable for warranty on such items or services related to installation or removal of such parts. Products discontinued by the manufacturer are not warrantable, Company is not responsible for repair or replacement of discontinued items.

D. REPAIRED PRODUCTS WARRANTY

On repaired equipment the warranty shall be that so noted at time of repair as determined by type of repair required however – it shall only apply to parts repaired or replaced by the Company. No separate warranty shall apply to repaired equipment as a whole or to parts not repaired or replaced by the Company.

E. SPECIAL

The foregoing warranties do not apply to all equipment sold by the Company. In certain cases, the warranty period is less than or more than one year or provides for payment of money or replacement to the Buyer based on the age or extent of usage of the equipment in lieu of repair or replacement by the Company. Such warranties may be obtained from the Company sales office.

14. NO HIGHER CLAUSE.

During the term of any related agreement under which the Company is providing products or services, and for a period of one (1) year thereafter, the customer and its affiliates will not (a) employ or hire, nor engage as a consultant, or subcontractor, any employee or subcontractor of the Company, nor any of its affiliates, (b) solicit any employee or subcontractor of the Company or any of its affiliates to become an employee of, or consultant or subcontractor to customer or any of its affiliates, nor (c) recommend or suggest to any other person or entity that it so solicit, employ, hire, or engage any such employee or subcontractor. In the event of any breach of the foregoing provisions the Company shall be entitled to be paid, on-demand, as liquidated damages and not as penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment with the Company or its affiliates. It is agreed that the amount of damages, which would be suffered because of a breach of the foregoing provisions of this section, would be difficult to

measure and that such payment amount constitutes a reasonable liquidated damage for such a breach.

GENERAL

The foregoing warranties are further subject to the following general conditions:

1. If the Buyer requests the performance of warranty work provided for under the foregoing warranties during other than normal Company work periods, the Buyer shall be required to pay for all premium time.

2. If the Buyer requests the performance of warranty work provided for under the foregoing warranties outside the contiguous United States, the Buyer shall be required to pay the travel time, living and travel expenses of any Company personnel required to perform such warranty work.

3. These warranties shall not apply where the equipment has been subject accident, alteration, misuse, or failure on the part of the Buyer to ensure proper storage, installation, operation and maintenance of equipment. Use of equipment in improper or non-recommended applications or parts of components used in assemblies not meeting the Company's specifications or quality standards (e.g. non-Davis Industrial or non-Davis Industrial supplied or approved components) which cause damage to the equipment will not be covered by these warranties.

4. MATERIALS FURNISHED BY BUYER

If materials are to be furnished by the Buyer to the Company to enable the Company to perform hereunder, the Buyer shall furnish materials of adequate quality and in sufficient amounts (to provide for reasonable spoilage) to facilitate performance by the Company. The Company assumes no risk of loss due to fire, flood, theft, or otherwise, for such material and the Buyer shall be responsible therefor. Buyer shall also be responsible for losses caused directly or indirectly by Buyer's failure to furnish sufficient amounts of materials or Buyer's failure to furnish materials of adequate quality.

5. PATENT INFRINGEMENT CLAIMS

The Buyer agrees to promptly notify the Company of the assertion against the Company, in litigation or otherwise, of any claim of patent infringement respecting any of the Company's equipment purchased hereunder. Company shall have the right (but not the obligation) to assume control of any litigation arising out of such claim, including the settlement thereof.

In the event such notice is given to the Company and the Buyer provides all necessary cooperation and assistance requested by the Company and allows the Company to so control the litigation, the Company shall indemnify and hold the Buyer harmless from and against any claims relating to such infringement by the Company. The Buyer shall indemnify and hold the Company harmless from and against any such claim relating to the use of any of the Company's equipment in a system application of the Buyer, and any such claim arising out of compliance by the Company with specifications furnished by the Buyer. In the event claims set forth in preceding sentence are asserted against the Company, it will promptly notify the Buyer of the assertion thereof and will permit the Buyer to assume control of the litigation. The Buyer agrees to furnish the Company all aid, information, and assistance necessary to defend any claim of patent infringement.

6. REGULATORY LAWS OR STANDARDS

The Company makes no promises or representation that its products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as part of the contract between the Buyer and the Company. The Company's prices do not include the cost of any related inspections or permits or inspection fees.

7. NUCLEAR LIMITATION AND USE

The equipment is not for use in or with any nuclear facility unless specifically so stated in Company's quotation, if the Company's quotation does expressly knowledge that the Company's equipment is to be used in or with a nuclear facility, Company's Special Nuclear Conditions Will be attached hereto and shall control.

Buyer accepts responsibility for ensuring that the equipment is not used in violation of this limitation and the Buyer shall indemnify and hold the Company harmless from any and all liability (including such liability resulting from the Company's negligence) arising out of said improper use.

8. DISCLAIMER OF DAMAGES

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; such damages shall include but not limited to loss of profits or revenues, loss of use of the equipment or associated equipment, costs of substitute equipment, facilities, downtime costs, increased construction costs or claims of Buyer's customers or contractors for such damages. The Buyer agrees that in the event of a transfer, assignment, or lease of the equipment sold hereunder the Buyer shall secure for the Company the written agreement of any transferee to be bound by the provisions of this paragraph.

The Company shall not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of the Buyer or third parties, whether negligent or otherwise. In no event shall the Company's liability for any cause of action whatsoever exceed the cost of the item or service is given rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Any suit arising hereunder must be commenced within one (1) year from the date the cause of action accrues. Except as provided it in Article 13, the Company shall not indemnify any party.

If Company provide the Buyer with assistance or advice which concerns any parts/products/services supplied hereunder or any system or equipment in which any such parts/products/services maybe installed, and which is not required pursuant hereto, the furnishing of such assistance or advice shall not subject the Company to any liability, whether based in contract, warranty, tort, (including negligence) or otherwise.

9. INTERPRETATION

If any term or provision of this contract is deemed by a court to be in invalid, illegal, or unenforceable, such provision shall be limited to the extent necessary to eliminate such illegality, invalidity, or unenforceability, and if such provision cannot be so limited then provision shall be treated as if it was never a part hereof without affecting the validity, legality or enforceability of such provision in any other jurisdiction or of any other provision hereof.

10. NON-EXCLUSIVE REMEDIES

No remedy or right herein conferred upon, or reserved to, the Company is intended to be to the exclusion of any other remedy or right, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right given hereunder now or hereafter existing at law or in equity.

11. ASSIGNMENT

Any assignment of this contract, or any rights hereunder, by the Buyer without written consent of the Company shall be void. The provisions of this contract are for the benefit of the parties hereto and not for any other person, corporation, firm, organization or any other entity.

12. FORCE MAJEURE

The Company shall not be liable for any failure to discharge its obligations hereunder due to strike, differences with workmen, accidents, fires, or shutdowns of its manufacturing plants or plants supplying it, orders or requirements of United States government, embargoes, inability to secure transportation facilities, or other contingencies beyond the control of the Company, including, but not limited to, those arising out of or do to National Defense activities, or emergency conditions.

13. GOVERNING LAW

The terms and conditions hereof shall be construed and enforced in accordance with the laws of the State of Florida without regard to principals of conflicts of law governing in such state.

Where the word "Company" is used to it designates BMG CONVEYOR SERVICES OF FLORIDA, LLC DBA DAVIS INDUSTRIAL its divisions and subsidiaries.

14. ADDITIONAL TERMS AND CONDITIONS RELATED TO EXPORT OF COMPANY PRODUCTS

ADDITION TO THE STANDARD TERMS AND CONDITIONS ABOVE, EXPORT SALES OF THE COMPANY'S PRODUCTS WILL BE GOVERNED BY THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ("ADDITIONAL TERMS"). IN THE EVENT OF A CONFLICT BETWEEN THE COMPANY'S STANDARD TERMS AND CONDITIONS AND THE ADDITIONAL TERMS, THE ADDITIONAL TERM SHALL PREVAIL FOR EXPORT SALES OF THE COMPANY'S PRODUCTS.

ORDER ACCEPTANCE:

Buyer acknowledges that no order shall be deemed accepted unless and until it is verified and accepted by Company, or any of its U.S. affiliates, subsidiaries and divisions, at a continental U.S. facility or at any of its websites. Buyer further consents that submission of its order shall subject Buyer to the jurisdiction of the federal courts of the United States of America and of the state where acceptance occurred in United States of America.

EXPORT CONTROLS AND RELATED REGULATIONS: Buyer represents and warrants that it is not on, or associated with any organization on the United States Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or the United States Department of the Treasury's Office of Foreign Assets Control lists, Specially Designated Nationals, Specialty Designated Global Terrorists, Specialty Designated Narcotics Traffickers, Specialty Designated Narcotic Traffickers-Kingpin, or Specialty Designated Terrorist List; or the United States Department Of State's Designated Foreign Terrorist Organizations, Embargoed Countries List, or Debarred Persons List; or is subject to a denial order issued by the United States Department of Commerce. Buyer shall comply with all relevant laws and regulations of governmental bodies or agencies, including but not limited to all applicable export control laws of United States or other governing agencies and their successors. BUYER AGREES TO INDEMNIFY AND HOLD THE COMPANY HARMLESS, FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NONCOMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

FOREIGN PRINCIPLE PARTY IN INTEREST; FREIGHT FORWARDER AND DOCUMENTATION:

It is specifically agreed that Buyer shall be the foreign principle party in interest and/or that its freight forwarder shall act as a Buyer's agent in such capacity for Export Administration Act or other applicable purposes; and Buyer and freight forwarder shall assume responsibility for all export or routed transactions documentation. At the Company's request, Buyer or its freight forwarder shall provide copies of any export, shipping, or import documentation prepared by Buyer or its freight forwarder related to sales to them by the Company.

U.S. FOREIGN CORRUPT PRACTICES ACT:

Buyer states that it is an independent contractor, and represents, warrants, and covenants that it has not paid, offered or agreed to pay, authorized the giving of, or caused to be paid, directly or indirectly, money or anything of value to any foreign official (as defined in the US Foreign Corrupt Practices Act, as amended), in connection with the purchase and resale of the products ordered from the Company.

COUNTRY OF IMPORTATION AND ANTI-DIVERSION:

Buyer represents that it is purchasing products from the US and importing them into the country specified in the Buyer and Company's documentation. Buyer agrees that the products will be shipped to the specified destination in compliance with the laws of such destination in the US, and that the products will not be directly or indirectly sold, exported, transferred, assigned, used, or otherwise disposed of in a manner which may result in any noncompliance with applicable US laws and regulations relating to the product purchased by the Buyer. Any commodities, technology and software will be exported from the US in accordance with the US Export Administration Regulations and other applicable laws or regulations. Diversion contrary to US law is prohibited. If requested by the Company, the Buyer shall provide documentation satisfactory to the Company verifying delivery at the designated country. Buyer further agrees to inform the Company at the time of order any North American Free Trade Agreement or other applicable documentation, packaging or product marking or labeling, but the Company shall not be responsible for providing any such documentation, packaging, marking or labeling other than such documents that are necessary under US export laws and regulations for export, unless the Company expressly agrees, in writing, to do so.

PERMITS, EXPORT, AND IMPORTANT LICENSES:

Buyer shall be responsible for obtaining any licenses or other official authorizations that may be required by the country of importation and/or under the Export Administration Regulations, International Traffic in Arms Regulations, Toxic Substances Control Act, or other applicable laws regulations.

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