

STANDARD CONDITIONS OF SALE

All sales by Barcliff LLC dba Radcliff/Economy Marine Services ("Seller") to its customer ("Buyer") are subject to the following conditions:

1. SELLER'S DELIVERY OF THE PRODUCTS DESCRIBED IN THIS INVOICE IS DEEMED AN EFFECTIVE MODE OF ACCEPTANCE BY BUYER OF SELLER'S OFFER TO SELL THE PRODUCTS. ACCEPTANCE OF THIS OFFER IS LIMITED TO THE TERMS CONTAINED HEREIN, WHICH SUPERSEDE ALL PRIOR NEGOTIATIONS, AND REPRESENTATIONS AND CONSTITUTE THE ENTIRE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THIS SALE. ANY ADDITIONAL OR DIFFERENT TERMS OR ANY ATTEMPT BY BUYER TO VARY THESE TERMS ARE REJECTED AND THIS OFFER IS DEEMED ACCEPTED BY BUYER WITHOUT THOSE ADDITIONS OR VARIANCES.

2. Product is delivered to Buyer Free On Board at Seller's place of business ("Delivery Location") when the product passes the flange between the last permanent connection of the Seller's delivery equipment and Buyer's truck or vessel or that of its carrier. Title to and risk of loss of product will pass from Seller to Buyer upon its delivery at the Delivery Location.

3. Buyer has five days after receipt of the product at its destination to inspect and either accept or reject it. If Buyer either (i) retains the product in its possession for a period of five days after receipt at its destination without rejecting them or (ii) after delivery of the product at the Delivery Location, uses or commingles it with other products of third parties, this will be regarded as irrevocable acceptance by it of the product. All claims that the product does not conform to the description set forth in the invoice are waived unless made in writing by Buyer to Seller within 15 days after the product is accepted in accordance with the foregoing.

4. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR THAT THE PRODUCT DELIVERED UNDER THE AGREEMENT IS FIT FOR A PARTICULAR PURPOSE, EVEN IF KNOWN TO SELLER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR, AND EACH OF THE PARTIES WAIVES THE RIGHT TO SEEK, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND. BUYER'S EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM DELIVERED PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY ALLEGATION OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY, IS LIMITED TO EITHER THE REPLACEMENT OF THE PRODUCT OR REFUND OF THE PURCHASE PRICE, AT SELLER'S OPTION.

5. Buyer is liable for all taxes imposed on or with respect to product delivered or after its delivery to Buyer and all federal, state or local sales, use, gross receipts, consumption, environmental, spill fund, pollution, or other similar taxes, fees or charges that may arise from or be levied upon a sale or delivery of the Product, whether such taxes, fees or charges are in effect on the date of delivery or are made effective (or are increased) after the date of delivery ("Taxes"). Buyer will indemnify, defend and hold Seller harmless from and against the payment of or liability for any and all Taxes.

6. Buyer will pay Seller the full invoice amount for product delivered, without set off, deduction, discount or counterclaim, in accordance with the terms shown on the face of Seller's invoice. Late payments will accrue interest from the due date until receipt of payment at a rate equal to 2% over the "Prime Rate" of interest for corporate loans posted for large U.S. banks, published under "Money Rates" by The Wall Street Journal on the applicable due date. Buyer will pay all of Seller's costs (including reasonable attorney's fees and court costs) of collecting past due payments and late payment charges.

7. Certain containers remain the property of Seller and Seller will refund container deposits paid by Buyer upon prompt return of the container in good condition.

8. If products are delivered to a vessel, Seller relies upon the credit of the vessel and will have a maritime lien against the vessel and does not waive that lien until the invoice amount is paid in full. Buyer must make all connection of and disconnect delivery hoses to the vessel and warrants that the vessel is properly equipped and maintained and operated by competent personnel. Buyer will defend and indemnify Seller against any claim, fine or penalty asserted against Seller that arises from a breach of this warranty by Buyer.

9. This sale will be governed and construed in accordance with the laws of the State of Alabama.