

SALES ACKNOWLEDGEMENT/INVOICE – PAGE 2 OF 2

1. **Definitions.**

"Sabra International" means Sabra International Inc, or any of its affiliated companies who is the seller under this invoice.

"Customer" means the person who is the purchaser under this invoice.
2. **Establishment of Credit.** If a credit application previously submitted by Customer is approved by Sabra International in its sole discretion. Customer shall execute any other documents deemed necessary by Sabra International for the establishment of credit.
3. **Promise to Pay.** In return for Sabra International's extension of credit, Customer promises to pay Sabra International for the purchases it makes on account and for any related service charges and interest according to the terms here in.
4. **Terms.** Payments for products purchased by customer on account shall be due no later than the due date in the invoice. Any invoice not paid by the due date is past due and shall accrue interest, compounded daily, at the highest rate allowed by law. Failure to make a payment within the terms stated herein shall subject the account to credit restrictions
5. **Security Interest.** Customer grants Sabra International a purchase money security interest in all products purchased by Customer on account from Sabra International and in all cash and non-cash proceeds from Customer's sales or transfer of such products until Sabra International receives full payment therefore, Customer hereby grants Sabra International the irrevocable power of attorney to execute and file financing statements on Customer's behalf reflecting the security interest granted herein.
6. **Events of Default.** Customer will be in default on the happening of any of the following events.
 - Failure to make payment when due on any of Customer's obligations to Sabra International, or failure by Customer to perform any of the agreements or provisions referred to herein, in any other agreement executed with reference hereto, or in any instrument evidencing any of the Customer's obligations to Sabra International
 - Discovery of any falsity of any warranty, representation or statement contained herein, or made or furnished to Sabra International by or on behalf of Customer connection herewith, or to induce Sabra International to extend credit to Customer.
 - Suit is filed in connection with any levy, seizure or attachment of the products sold here under.
 - At any time, in the opinion of Sabra International, the financial condition of Customer becomes impaired or the collateral is unsafe
 - Customer's death, dissolution or other termination of existence, merger or consolidation with another, insolvency, forfeiture of right to do business, business failure, appointment of a receiver, over any part of the property of Customer, the calling of any meetings of or the assignment for the benefit of creditors by Customer, or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Customer or any guarantor for Customer.
7. **Remedies on Default.** On occurrence of an event of default, Sabra International shall have the following remedies.
 - Sabra International may, without notice to Customer, declare all or any of the obligations immediately due and payable, Sabra International shall have in addition to all other rights and remedies, the rights and remedies of a secured party under the Uniform Commercial Code.
 - Whenever an attorney or collection agency is employed to collect any obligation or to enforce any right of Sabra International against Customer hereunder, whether by suit or other means, Customer shall pay Sabra International's attorney / collection agency's fees and associated legal costs.
8. **Payment Terms.** Customer shall pay cash on delivery (C.O.D) for all products, unless Sabra International in favor of Customer has established sufficient prior credit. Credit may be established only upon: (a) approval by Sabra International, in its sole discretion, of Customer's credit application, (b) execution by Customer of the related credit agreement and (c) execution by Customer of a financing statement in the form prescribed by Sabra International and any other document deemed necessary by Sabra International
9. **Limitation of Actions.** Unless subject to a specific statute or international convention, all claims against Sabra International for a potential or actual loss, must be made in writing and received by Sabra International, within (5) days of the event giving rise to claim; the failure to give Sabra International timely notice shall be a complete defense to any suit or action commenced by Customer.
10. **No liability for the Selection or Services of Third parties and/or Routes.** If the Customer requests for Sabra International to arrange for transportation, Sabra International shall use reasonable care in its selection of carriers(s), or in selecting the means, route and procedure to be followed in the handling, transportation and delivery of the shipment. The Customer agrees that Sabra International shall not be liable for any delay or loss of any kind, which occurs during such transportation to Customer, which shall be liable for any changes or costs incurred by Sabra International. All claims in connection with the act of a third party shall be brought solely against such party and/or its agents, and in no case against Sabra International; in connection with such claim, Sabra International shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by Sabra International.
11. **Acceptance of orders.** Sabra International shall have the right to refuse delivery of products to Customer for any or no reason whatsoever, and in particular if: (a) Customer is past due on any outstanding invoice, or (b) Customer has exceeded its credit limit, as periodically established by Sabra International. Sabra International shall not be liable for any loss or damage Customer may suffer as a result of delays filling accepted orders.
12. **Risk of loss.** Risk of loss of and damage to products shall pass to Customer upon delivery of products to the carrier at Sabra International's warehouse.
13. **Returned Check Fee.** If any check tendered by customer is returned to Sabra International unpaid by the bank for any reason whatsoever. Sabra International may charge Customer the amount of the check plus a reasonable service fee which shall be the greater of twenty-five dollars (\$25.00) or one percent (1%) of the check amount. Such service fee shall be in addition to all other remedies provided by law.
14. **Limited Warranty.** Sabra International warrants its ownership to all products sold hereunder and that its products are manufactured in conformance with good manufacturing practices and applicable industry standards. Wood should be checked for acceptable quality prior to installation. Sabra International is not responsible for and shall have no liability for, and does not warrant against defects discovered after installation (including shade variation), on installed wood, slipping, mishap or other injury due to wood surface characteristics. Sabra International's liability with respect to Customer's claims for non-conforming products, and Customer's sole and exclusive remedy therefore shall be limited to the replacement with like kind products, and Sabra International shall in no event be liable for any incidental or consequential damages. IT IS EXPRESSLY AGREED THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, HAVE BEEN OR ARE MADE BY SABRA INTERNATIONAL EXCEPT AS STATED HEREIN. SABRA INTERNATIONAL MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OF PRODUCTS.
15. **Returns.** All claims for defects in quality or quantity of products are waived by Customer, and will not be allowed by Sabra International if notice in writing is not delivered to Sabra International within thirty (30) days after receipt of products by Customer, and prior to any installation thereof, whichever occurs first. There shall be a twenty percent (25%) restocking charge on all returns accepted by Sabra International.
16. **Entire Agreement.** This instrument contains the entire agreement between the parties with respect to its subject matters, and may only be changed by agreement in writing signed by the party against whom enforcement of any waiver, change modification or discharge is sought. This instrument cancels and supersedes all previous contracts, and agreements between Sabra International and Customer with respect to its subject matters.
17. **No Waiver.** The failure of Sabra International to insist in any one or more instances upon strict performance of any covenants or agreements here-under, or exercise any of its options herein contained, shall not be construed as a waiver or relinquishment for the future, and such covenant, agreement or option shall continue and remain in full force and effect. No waiver by Sabra International of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Sabra International.
18. **Governing Law.** The invoice and the rights and obligations of the parties hereto shall, in all respects be construed and governed by and in accordance with law of the State of Florida, with venue in Miami-Dade County, disregarding any conflict of laws provisions.
19. **Venue.** The parties irrevocably consent to the jurisdiction and exclusive venue of the state and federal courts located in Miami-Dade County, Florida. In connection therewith, Customer hereby waives any and all privileges and rights, which it may have relating to venue, and further agrees that any action brought with respect to this invoice shall be brought and held in the appropriate court in Miami Dade County, Florida and Customer irrevocably submits to the exclusive jurisdiction of such courts.
20. **No Jury Trial.** CUSTOMER HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS INVOICE OR ANY DEALINGS BETWEEN SABRA INTERNATIONAL INC AND CUSTOMER. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, IN THE EVENT OF A LITIGATION, THIS INVOICE MAY BE FILED WITH THE COURT AS CUSTOMERS WRITTEN CONSENT TO A BENCH TRIAL.
21. **Severability.** The invalidity, illegality, or enforceability of any provision of or obligation under this invoice shall not effect or impair the validity, legality, or enforceability of the remaining provisions of or obligations under this invoice.