

EXHIBIT A
CARRIER TRANSICOLD DIVISION
MARINE SYSTEMS GROUP
TERMS AND CONDITIONS OF SALE

1. The terms and conditions of sale are as set forth herein. Terms and conditions proposed by the Buyer are not applicable unless accepted by Seller in writing. Seller shall not be bound until Buyer's order has been accepted in writing by an authorized officer of Seller.
2. Unless stated otherwise, prices are stated in U.S. dollars, are subject to change without notice, and do not include taxes or duties of any kind. These are the obligation of Buyer, and imposition of such upon Seller shall entitle Seller to reimbursement from Buyer. All applicable US sales tax will be added to an order for which a valid Sales Tax Exemptions Certificate or other Exemption Certificate was not provided by the Buyer at the time the order was placed. The certificate must be for the state in which the goods/services are being transferred to the buyer (state of shipment destination or pick-up).
3. Subject to credit approval, payment shall be made net 30 days from date of invoice unless otherwise agreed in writing. If payment is not timely made, Seller shall have the right to charge interest on the unpaid balance, which shall accrue from the due date at a rate which is the lesser of 2% per month or the maximum legal rate. Buyer shall indemnify Seller against any and all expenses of collection arising from Buyer's default.
4. Unless designated otherwise, goods are sold F.O.B. Seller's factory. Title and risk of loss shall pass to Buyer upon shipment.
5. Carrier Transicold warrants the goods which are of Seller's manufacture in accordance with its applicable Manufacturer's Warranty & Limitation of Liability form. For any other goods sold hereunder, Seller shall furnish and assign to Buyer only such warranties as Seller receives.
6. Seller's maximum liability for any reason (except for personal injury) under this contract shall consist of the refunding of all moneys paid subject to the right of removal and return of equipment to Seller. IN NO EVENT SHALL SELLER HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. Unless specifically agreed in writing, Seller shall not be liable for corrosion, or the physical or chemical effects of liquids, gases, or other materials used with the goods. Any claim for breach of contract or obligation must be brought within one year after the breach occurs.
7. Work and material in addition to, or different from, that stated herein, and changes in drawings or specifications, shall be subject to Seller's approval and shall entitle Seller to an adjustment in the contract price and schedule. Cancellation shall be subject to Seller's approval, and shall entitle Seller to damages.
8. Unless specifically agreed in writing, shipment dates quoted are estimates, and Seller does not guarantee a particular date for shipment or delivery of the goods. Seller shall not be liable for any losses, damages, or penalties occasioned by late performance, nor for any deviations in performance due to fires, strikes, labor disputes, supplier delays, governmental actions, acts of nature, or any other condition beyond Seller's control. Partial shipments are authorized.
9. Seller shall have no liability whatsoever for equipment or component failures or other damages or losses which arise solely as a result of improper installation or incorrect application of the goods by other than the Seller or its agents.
10. Any agreement arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York (excluding its choice of law provisions). The provisions of the U.N. Convention on Contracts for the International Sales of Goods shall not be applicable. A determination that any provision of a resulting agreement is ineffective or unenforceable shall not impair the enforceability of other provisions contained herein.
11. Unless specifically identified in writing prior to order placement, all orders are considered not to involve the US Government as the end user or within their procurement system. Orders that are identified as involving the US Government after order placement will be subject to cancellation with either a minimum cancellation charge of 25% of the order total or a cancellation charge based upon costs incurred, whichever is greater. Orders for which the Government is the end user, will require specific negotiation of the Terms and Conditions that will apply.
12. Neither a quotation by the Seller, Buyer's placing of an order nor Seller's acting upon an order are to be construed as creating or constituting an ongoing business relationship beyond that specific quote/order.