

STANDARD TERMS AND CONDITIONS OF SALE

All products and services of **Brillyant Resources, LLC ("Brillyant")** are furnished to the buyer ("Buyer") only on the terms and conditions stated in this document ("Terms") to the exclusion of any terms and conditions submitted by Buyer orally or in writing. Brillyant's performance of any contract is expressly conditioned on Buyer's agreement to these Terms. Buyer's submission of a purchase order will be deemed Buyer's offer to purchase the Products and Buyer's acceptance of these Terms in their entirety and without alteration or supplementation. These Terms may not be altered, supplemented, or amended by the use of any other document(s), and Brillyant has not authorized any employee or agent to offer any terms, conditions, or any other rights whatsoever except as provided herein. Any additional or different terms and conditions contained in any oral communication or purchase order or other document of Buyer will be null and void, unless they are in writing and duly executed by the Chief Executive Officer of Brillyant.

1. Definitions. These Standard Terms and Conditions are referred to below as "these Terms." The party identified as the party ordering goods from Brillyant in any order acknowledgment into which these Terms are incorporated is referred to below as "Buyer". These Terms and any order acknowledgment into which they are incorporated are referred to collectively below as the "Order Acknowledgment." The order evidenced by the Order Acknowledgment is referred to below as the "Order." The goods to be purchased by Buyer under the Order are referred to below as the "Goods." Any purchase order or other document or communication from Buyer in connection with the Order is referred to below as a "Purchase Order."

(a) Conditional. Brillyant's issuance of the Order Acknowledgment is expressly made conditional (i) upon Buyer's acceptance of any and all terms contained in the Order Acknowledgment that are additional to or different from any terms on any Purchase Order that Buyer submits to Brillyant, and (ii) upon Buyer's further assent that the terms contained in this Order Acknowledgment constitute the sole and exclusive agreement between Brillyant's and Buyer. Such assent will be deemed given unless Buyer notifies Brillyant in writing of Buyer's objection to specific terms within three (3) days after Brillyant's issuance of the Order Acknowledgment. Issuance of a Purchase Order with additional or different terms is not an objection to specific terms of the Order Acknowledgment.

(b) No Acceptance. Brillyant's performance under the Order Acknowledgment does not constitute an acceptance of provisions or any Purchase Order that are different from or additional to the terms of the Order Acknowledgment, and such different or additional provisions are hereby expressly rejected and are void.

2. Quotations and Prices. (a) The quotation for Brillyant's products, materials, services, equipment, tools and personel (the "Product") or any related goods of Brillyant are firm for the period, and expire on the date, set forth in the Quotation. All typographical or clerical errors are subject to correction, and all credit and finance terms and any other terms or descriptions set forth in the Quotation are subject to review by and approval of Brillyant senior management. Buyer's order will become a firm order upon Brillyant's receipt and acceptance of the Order Acknowledgment that references and the down-payment required by the Order Acknowledgment. Brillyant's acceptance of Buyer's purchase orders, contracts, and down payment(s) and Brillyant's performance there under are expressly conditioned upon such approval. If approval is not

granted, any down payment(s) will be refunded without interest. Unless expressly indicated otherwise on the face of the Order Acknowledgment, the price does not include, and Buyer shall be responsible for, (1) any and all taxes incurred on the sale of the Products (including, without limitation, all taxes based on gross receipts, e.g., sales, use, excise, value-added, stamp, transaction, or similar taxes); (2) all costs incurred for governmental approvals or permits required for the purchase, and use of the Products; and (3) all costs incurred for special transport methods required by Buyer. If applicable, Buyer shall provide written evidence of its tax exempt status.

(b) Prices. All prices are in US Dollars. Prices exclude shipping and handling or applicable sales tax.

3. Payment Terms and Security Interest. Brillyant and Buyer agree that all prices specified are payable net cash upon receipt of invoices unless otherwise agreed in the Order Acknowledgment. Any amounts owed hereunder and not paid when due by Buyer shall be subject to a service charge thereon at the rate of 18% APR from the delinquent date, but in no event higher than the highest legal rate permissible by applicable law. Buyer shall be responsible for all of Brillyant's costs of collection including, without limitation, its reasonable attorneys' fees. If, in Brillyant's judgment, Buyer's credit shall become impaired at any time, Brillyant shall forthwith have the right to decline to make deliveries hereunder except for cash until such time as Buyer's said credit has been re-established to Brillyant's satisfaction. If Buyer fails to fulfill the terms of order, purchase, or payment specified under this or any other contract confirmation with Brillyant, then Brillyant, without prejudice to other lawful remedies, may at its option give notice to Buyer and defer further shipments hereunder until such default is corrected, recall product in transit, treat the default as a breach hereof, or terminate this contract, or Order Acknowledgment and cancel any other outstanding contract confirmation or sales order with Buyer. Brillyant may charge interest for past due balances up to the maximum amount permitted by applicable law. Brillyant may cancel or delay delivery of any Products in the event of an arrearage in Buyer's account. Prior to delivery, Brillyant may change the formulation and composition of any Product without notice to Buyer as long as the general function of the Product is not thereby negatively altered. If, prior to delivery, the general function of a Product will be altered by a change in the formulation and composition, then Brillyant shall notify Buyer and Buyer shall have the option to terminate the purchase order for that portion relating to the altered Product and recover any and all payments directly allocable to that Product previously made to Brillyant. In the event of Buyer's unauthorized cancellation, termination or default, however, Brillyant shall retain 50% of all down payments as liquidated damages. Brillyant shall retain a purchase money security interest in the Products and all proceeds thereof, until such time as Buyer has made payment in full of all sums due, including, without limitation, interest, costs, and incidental expenses directly related to the Products. Buyer shall cooperate fully with Brillyant to execute such documents and accomplish such filings and recordings as Brillyant may deem necessary to maintain and perfect its security interest in the Products. Upon payment in full of all sums due, Brillyant shall cooperate with Buyer to cancel the purchase money security interest and accomplish such filing and recordings as Buyer may deem necessary.

4. Shipping, Delivery Terms, Returns and Rejections. (a) Except as specifically set forth in these Terms, all terms are F.O.B. at Brillyant's address. All sales are F.O.B. sale and title and risk of loss for all Products pass to Buyer upon delivery of the Products to the carrier. If under the bill of lading the Products are delivered to Seller or Seller's order, or if Seller retains documents covering the Products, such acts will be deemed to be only for the purpose of securing

performance by Buyer of its obligations. In the event of loss or damage in transit, Buyer shall nevertheless pay the full invoice price according to the invoice terms. Products will be shipped to the address indicated on the face of the Order Acknowledgment. Anticipated shipping dates are subject to revision by Brillyant to adjust for future production schedule requirements; provided, however, that Brillyant will provide Buyer with thirty (30) days notice of any modification to the shipping schedule. Delivery is subject to availability and lead times required by Brillyant's production schedule and with due notice to Buyer. Buyer may request reasonable delays of the scheduled shipping date established by Brillyant prior to the date the Product is shipped, provided that Buyer submits its request to Brillyant in writing at least 60 days before the scheduled shipping date, and Brillyant consents in writing to the date requested by Buyer. Brillyant's consent will not be withheld unreasonably, but Brillyant may (i) refuse to honor any request for delay received within 60 days of the scheduled shipping date, (ii) store the Product at Buyer's expense if Buyer is unable to accept delivery on the original scheduled shipping date (or any rescheduled shipping date), and (iii) invoice Buyer for the Product as if it had been shipped on the original requested shipping date (and Buyer will pay such invoice immediately upon receipt). For any Buyer request for a delay in the shipping date received by Brillyant within 60 days of the scheduled shipping date to which Brillyant, in its sole discretion, consents, Brillyant may (i) schedule (and Buyer shall accept) a new shipping date that conforms with the availability, lead times, and other requirements of Brillyant's production schedule, and (ii) invoice Buyer for the Products as if they had been shipped on the original requested shipping date (and Buyer will pay such invoice immediately upon receipt).

(b) Returns. Except for special order items, all new, unused, and undamaged products may be returned subject to the terms and conditions stated herein. Products must be returned within 15 days or a restocking fee will apply. Absolutely no returns are permitted after 30 days. All products for return must be sent freight prepaid. Products returned must be accompanied by a Return Goods Authorization showing the invoice number, date shipped, and reason for return. A Return Goods Authorization can be obtained by requesting one from Brillyant.

(c) Rejection. A rejection of the Products or claim of shortages or damaged goods by Buyer shall not be effective unless it is made and written notice thereof is given to Brillyant within five (5) days after the Products arrive at the destination specified in the Order Acknowledgment. Due to insurance requirements, all claims for shortages or damaged material must be supported by written exceptions by Buyer or Buyer's representative on the delivery documents at the time of delivery or pick-up. Failure to take exceptions against the carrier for short delivery or damages will constitute a waiver of any such claims.

(d) Working Hours. A normal week comprises 5 working days and 2 weekend days. A normal working day comprises 8 working hours, and hours exceeding 8 working hours shall be considered as overtime hours. All working hours on weekend days and Brillyant personnel's national holidays shall be considered as overtime hours.

(e) Waiting Time. Waiting time caused by lack of work due to circumstances beyond the control of Brillyant's personnel shall be invoiced at the rate valid for normal working hours. Brillyant's personnel are prepared to undertake other kinds of work than originally intended in order to compensate for waiting time. Waiting time shall be charged daily between 8 a.m. and 8 p.m. A maximum of 10 hours of waiting time can be charged per day.

(f) Traveling Time. Travelling time shall be invoiced at the rates for normal working hours with max. 12 hours/day.

5. Limited Warranty. (a) Limited Warranty. Brillyant warrants to Buyer only that the Product, when delivered will conform to the grade and quantity specifications set forth herein or in any accompanying data product specification label. If the sale is based upon a sample, the sample shown by Brillyant to Buyer was for demonstrational purposes only, and Brillyant makes no warranty that the Products delivered will conform to the sample; conformity of the Products to the sample is not a part of the basis of the bargain between Brillyant and Buyer. Delivery of Brillyant's weight certificate and analysis certificate will be evidence of compliance with this limited warranty. THIS LIMITED WARRANTY IS BUYER'S EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY PURPOSE, WHETHER ARISING BY LAW, CUSTOM, OR CONDUCT. (b) Exclusions. Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result of (i) accident, abuse or misuse; (ii) operation of the Product outside of specified environmental, or performance requirements, conditions, capabilities, or standards; (iii) fires, floods, and other natural causes; (vii) inadequate humidity or temperature control; or (viii) damage, neglect, alteration, or any impairment of the Product resulting from (x) causes or conditions not associated with ordinary storage, handling, or use, or (y) any acts, omissions, causes, or events beyond the control of Brillyant. (c) Remedies. If Brillyant determines that the System does not meet the technical and performance specifications contained in Product Data Sheets, it may, in its sole discretion, either replace the Product or repair any defects reported during the warranty period. (d) Transfer. If Buyer transfers or resells the Product, all obligations under this warranty will terminate unless Buyer receives the prior written consent of Brillyant for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Brillyant as being in compliance with all technical and performance specifications, and Buyer will compensate Brillyant for such inspection services at the then prevailing service rates. (e) Disclaimer. THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. BRILLYANT NEITHER ASSUMES (NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH THE PRODUCT AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS IN THE ORDER ACKNOWLEDGMENT. BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF SUCH LIMITED WARRANTIES ARE SET FORTH IN THIS SECTION 5, AND SUCH REMEDIES ARE SUBJECT TO THE TERMS AND LIMITATIONS OF SECTION 6, BELOW.

6. Damages and Liability. BRILLYANT'S TOTAL LIABILITY IN DAMAGES OR OTHERWISE FOR ANY CLAIM ARISING FROM OR IN CONNECTION WITH THE SALE, PURCHASE, DELIVERY AND USE OF THE PRODUCTS OR SERVICES PROVIDED BY BRILLYANT IN CONNECTION THEREWITH SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY BRILLYANT FOR THE PRODUCTS. IN NO EVENT SHALL BRILLYANT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, COSTS OF REPLACEMENT PRODUCTS, AND ANY SIMILAR DAMAGES,

EXPENSES, OR LOSSES, AND REGARDLESS OF HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

7. Indemnity. Notwithstanding the foregoing and notwithstanding any fault or neglect attributable to Brillyant, Brillyant shall have no responsibility whatsoever for, and Buyer shall indemnify, defend, and hold Brillyant harmless from, any and all damages or injury that arises from or relates to any use, operation, or service of the Products contrary to written warning or instruction given by Brillyant with respect to such Products, including, without limitation, unauthorized use or modification of Products.

8. Limitation of Claims. No claims, regardless of form, arising out of or in connection with Products provided by Brillyant may be brought against Brillyant more than one year after the date on which the cause of action accrued or the date on which Brillyant's performance with respect to such Products was completed or terminated, whichever is earlier. Buyer hereby waives any claims on account of weight, quality, loss of or damage to said goods unless Buyer makes any such claims writing upon receipt of product, after arrival of product at destination, and Brillyant's liability for damages, proven to Brillyant's satisfaction, will be to refund to Buyer, if paid, the purchase price of that part of said goods which is subject to the condition or cause on which claim is based, or to replace the goods, and shall in no event exceed the purchase price of the particular delivery with respect to which such damages are claimed. Any claim for breach of the limited warranty must be received by Brillyant within fifteen (15) days of delivery. Buyer assumes all risk of use of the Product and agrees to indemnify and hold Brillyant harmless against all claims of loss and expense relating thereto.

9. Default. In addition to Brillyant's remedies under the Uniform Commercial Code, Buyer shall be in default hereunder upon the occurrence of any of the following: (a) Buyer's failure to either make any payment when due or refusal of Buyer or failure to comply with any provisions hereof; (b) Failure or refusal by any third party to issue, advise, confirm, negotiate, extend or reissue any Letter of Credit or other documentary arrangement in effect and required by Brillyant or otherwise provided for hereunder; (c) If Buyer or any third party that issues a Letter of Credit or other documentary arrangement hereunder shall become unable to pay its debts as they become due, shall file a voluntary petition or be declared bankrupt or insolvent, or make a general assignment for the benefit of creditors; or (d) If a trustee, receiver or liquidator be appointed for any material portion of assets of Buyer or any third party issuer of a Letter of Credit or other documentary arrangement.

10. Remedies. Upon the occurrence of any event of default, Brillyant may exercise any or all rights and remedies hereunder or at law or inequity, including, without limitation: (a) Accelerate and declare all remaining sums due and payable; (b) Draw against any Letter of Credit or other documentary arrangement issued hereunder; (c) Without notice immediately and without further action, to set off against the liabilities of Buyer hereunder all money owed by Brillyant to Buyer, or any other person or entity obligated hereunder, in any capacity, whether due or not due; and to set off against all other liabilities of Buyer to Brillyant all monies owed by Brillyant to Buyer or any other person or entity obligated hereunder in any capacity, whether due or not due. Brillyant shall be deemed to have exercised such right of setoff upon the occurrence of any such default; (d) Exercise any and all rights to lien, security interest, purchase money security interest or other charge against any Product sold hereunder or under any other arrangement for the sale of any

product to Buyer; (e) Withhold delivery of the Product or any other product sold to Buyer; (f) Stop delivery by any bailee of any Product sold hereunder or any other product sold to Buyer; (g) Resell and recover damages; (h) Cancel this contract or Order Acknowledgment. In such event, and in addition to any other damages provided herein or allowed under applicable law, Brillyant shall recover against Buyer all costs, expenses, and attorney fees incurred in connection with such default and termination. The foregoing rights and remedies shall not be deemed exclusive and are in addition to and cumulative with any other rights and remedies provided hereunder, at law or in equity.

11. Miscellaneous. (a) Performance. Neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances, or to causes beyond its reasonable control and without the fault or negligence of such party. Such causes and circumstances include, without limitation, force majeure events such as: strikes, lockouts, and other labor disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the nonperforming party), and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance will be extended for a commercially reasonable period of time and thereafter the other party shall accept performance hereunder.

(b) Choice of Law, Jurisdiction, and Venue. These Terms will be governed by and are to be interpreted and enforced exclusively pursuant to the laws of the State of Florida including the Florida Uniform Commercial Code, without regard to principles of conflict of laws. The parties agree that the United Nations Convention on the International Sale of Goods ("CISG) shall not govern or otherwise apply to these Terms or to any of the transactions between them concerning the purchase and sale of Brillyant's Products and the Terms expressly exclude application of the CISG. Buyer's submission to Brillyant of purchase order for any Products shall constitute Buyer's irrevocable and unconditional (i) consent to submit to the exclusive jurisdiction of the state and federal courts located in Miami, Florida for the resolution of any dispute between the parties concerning such products or services; (ii) agreement not to commence any such proceedings except in such courts; and (iii) waiver of any objection to the laying of venue of any such proceedings in the state or federal courts located in Miami, Florida.

(c) Assignment. Buyer may not assign any of its rights or delegate any of its duties hereunder without the prior written consent of Brillyant. Any purported assignment or delegation in violation of this provision will be deemed null and void.

(d) Waiver. The failure of Buyer or Brillyant at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default will not be taken as a waiver of any remedy for any succeeding default. Unless otherwise provided herein, no limitation or restriction on the remedies available to either party is intended by these Terms.

(e) Invalidity and Interpretation. The invalidity or unenforceability of any provision hereof, whether in whole or in part, for any reason, will not affect the remaining provisions, and all Terms

will be construed in all respects as if any such invalid or unenforceable provision(s) were omitted. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary practice or interpretation in matters involving the sale, delivery, or use of the Products provided hereunder or similar or dissimilar goods shall not serve as references in interpreting the Terms.

(f) Entire Agreement. These Terms together with the applicable Order Acknowledgment for the Products and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms of agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, representations, and warranties, written or oral. Buyer's obligations hereunder are independent of any other obligations Buyer may have under any other contract or account with Brillyant, and Buyer may not set off any payments or obligations due it under any such other contract or account with Brillyant against any payments due hereunder.

(g) Survival. The provisions of, and respective obligations of the parties under, Sections 3, 4, 5, 6, 7, and 8 inclusive, survive any termination of any of the parties' other obligations hereunder or other termination of their agreement with respect to the Products.

(h) Conflicts. In the event of any ambiguity or conflict between or among these Terms, the Order Acknowledgment and any other agreement or writing signed by Brillyant, the express terms of the Terms and Order Acknowledgment govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms or conditions stated in any purchase order, acknowledgment, contract or other document issued by Buyer have any effect or bind Brillyant unless such terms are specifically accepted in writing by the Chief Executive Officer of Brillyant.

March, 2014