GENERAL TERMS AND CONDITIONS OF SALE OF HOFFMAN MINT®

All sales by Hoffman Mint®, a division of American Changer Corp., ("Seller") of tokens and other similar goods are expressly made conditional on Buyer's assent to the terms and conditions set forth herein. In the event that any of the terms or conditions of any purchase order, order confirmation, or other communication of the buyer hereunder ("Buyer") conflict with any of the terms and conditions set forth herein, these terms and conditions shall govern, and Seller hereby gives notice of its objection to any additional or different terms or conditions in any such purchase order, order confirmation or communication.

1. ACCEPTANCE OF ORDERS – Upon placement of an order by Buyer, Seller may issue an order confirmation and, upon Seller's doing so, such order shall be deemed final and irrevocable.

If Seller issues a credit memorandum or other full or partial refund to Buyer in connection with the sale of goods hereunder, Buyer must use such credit memorandum or other full or partial refund within (a) 120 days from the issuance of such credit memorandum or other full or partial refund or (b) such longer period of time as required by applicable law.

No provision of these terms and conditions, and no order accepted by Seller hereunder, shall limit or restrict the right of Seller to accept and fulfill an order from a third party (including, without limitation, any third party that is a competitor of Buyer), and Seller may at any time and from time to time accept and fulfill any order hereunder from any third party.

Seller may require Buyer to purchase at any time prior to shipment a quantity of goods purchased hereunder up to 20% more or less

than the quantity requested by Buyer, and Buyer will be required to do so, even if the quantity requested by Buyer was previously accepted by Seller in writing or otherwise.

- 2. DIES In manufacturing goods to be sold hereunder, Seller will use dies to be supplied by Buyer or Seller as agreed upon by them. All such dies shall be, and remain, the property of Seller and in the possession of Seller (or its designee), even if such dies are paid for by Buyer or contain a copyright, trademark, service mark, trade dress, or other intellectual property of Buyer or any third party (including, without limitation, a licensor of Buyer). Seller may use such dies for any purpose and in any manner it decides, in its sole discretion, (including, without limitation, for purposes of creating samples for marketing purposes). Seller shall use commercially reasonable efforts to protect such dies, subject to ordinary wear and tear, but, upon the request of Seller, Buyer shall replace such dies, at its sole cost and expense, to enable Seller to continue properly manufacturing goods for Buyer pursuant to these terms and conditions.
- 3. SHIPMENTS All shipping and delivery dates given by Seller in connection with the sale of goods hereunder are only estimates. While Seller will use commercially reasonable efforts to meet shipping dates requested by Buyer, Seller shall not be liable for any direct or indirect costs or damages (including, without limitation, incidental, consequential or other similar damages) resulting from Seller's failure to meet any shipping or delivery dates or other errors in shipping or delivering goods hereunder.

For any order with indefinite delivery dates, Seller shall have the right to manufacture or procure the goods covered thereby, and hold such goods for Buyer's account pending receipt of definite shipping instructions. Except as expressly provided otherwise herein, Buyer will be charged for, all material procured, and other costs and expenses incurred by Seller in connection with such order.

If Buyer does not receive delivery of any goods purchased hereunder within 30 days after such order is accepted by Seller, Seller reserves the right, in its discretion, to increase the purchase price for such goods from time to time until such goods are received by Buyer.

If (a) Seller ships goods to Buyer pursuant to an order hereunder, (b) Buyer for any reason does not receive such shipment, and (c) such shipment is returned to Seller (or its designee), Buyer shall, in addition to all other amounts payable by Buyer hereunder, pay (or reimburse) Seller for all costs and expenses incurred by Seller in receiving the return of such shipment, storing such shipment and resending such shipment to Buyer, but in no event shall Buyer pay (or reimburse) Seller, in the aggregate, less than 25% of all amounts payable by Buyer to Seller with respect to such order. If Buyer does not take delivery of such goods pursuant to this paragraph within 90 days after such goods are returned to Seller, Seller may sell to a third party or otherwise dispose of such goods in its discretion, and apply the proceeds thereof, if any, to any amount owing by Buyer to Seller under these terms and conditions. Buyer grants to Seller a security interest in such goods as collateral for the payment of all such amounts and authorizes Seller to perfect such security interest by filing all Uniform Commercial Code financing statements, and taking all other steps, that Seller believes to be appropriate, in its discretion.

- **4. PRICE** Buyer shall pay (a) the purchase price for all goods purchased hereunder as determined by Seller, plus (b) all other amounts payable by Buyer pursuant to these terms and conditions or identified by Seller, in its discretion, prior to the shipment thereof (including, without limitation, bank transaction fees, custom design and artwork charges, charges for packaging, handling or transportation, charges for shipping, storage, and duties, tariffs, taxes and other government-imposed fees). In addition, upon notice by Seller to Buyer, Seller may increase any amount described in the preceding sentence if Seller determines, in its discretion, that inflation or other economic forces over which Seller has no reasonable control have reduced Seller's profit margin from the time Seller quoted or relied upon such amount. All such payments shall be calculated and payable in U.S. dollars, unless otherwise stated in writing by Seller.
- **5. CREDIT** Any credit extended by Seller to Buyer in connection with the purchase of goods hereunder is subject to the discretion of Seller. If Seller determines that Buyer's credit is unsatisfactory at any time for any reason, Seller reserves the right to suspend deliveries of such goods, require payment in advance, and take any other actions as Seller determines, in its sole discretion, to be advisable. Without limiting the generality of the preceding sentence, Seller may require that Buyer provide a valid credit or debit card number, the security code (or other similar number) of such credit or debit card, the expiration date of such credit or debit card and or any other information reasonably relating to the use of such credit or debit card.
- **6. TERMS OF PAYMENT** Unless otherwise agreed in writing by Seller, Buyer's payment terms for goods shall be as stated on each invoice submitted by Seller to

Buyer. In the absence of such terms, payment for goods shall be in cash (or cash equivalent) upon shipment of such goods to Buyer. All such payments shall be in U.S. dollars only. Any discounts (a) apply only (i) if set forth in a writing signed by Seller and (ii) to the net purchase price for goods, and (b) do not apply to any other invoice charges (including, without limitation, any applicable charges for packaging, handling or transportation).

If any amount is not paid when due hereunder, Seller shall have the right, in addition to any other right or remedy available to it, to charge interest on such overdue amount at a rate equal to the lesser of 20% per year or the maximum rate permitted by law. In addition, if it becomes necessary to place Buyer's account with an attorney, agency or other third party for collection, Buyer shall be responsible for all costs and expenses incurred by Seller in connection therewith (including, without limitation, court costs, attorneys' and/or collection fees, incurred by Seller).

ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE **CONSIDERED RECEIVED BY SELLER AS FOLLOWS: (A) FOR** PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SELLER'S **DESIGNATED PAYMENT LOCATION** AND CLEARED BY SELLER'S FINANCIAL INSTITUTION, OR (B) FOR PAYMENTS BY ELECTRONIC **FUNDS TRANSFER, THE BUSINESS** DAY IMMEDIATELY FOLLOWING THE DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SELLER.

If Buyer (a) becomes insolvent or otherwise unable to pay its debts as they become due, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (b) takes action to liquidate or otherwise cease doing business as a going concern, (c) undergoes a change in ownership, (d) sells or otherwise transfers a substantial portion of its assets, (e) fails to provide adequate assurance or security for credit extended as requested by Seller, or (f) takes any other action that Seller determines, in its sole discretion, adversely impacts the conditions under which credit was extended, then all amounts outstanding from Buyer hereunder shall at Seller's option become immediately due and payable.

7. TAXES – All federal, state, provincial, or other local sales, use or other taxes, duties, tariffs, import fees and other government-imposed fees, or other assessments imposed on goods sold hereunder, or on the manufacture or delivery thereof, shall be payable by Buyer.

8. MISCELLANEOUS EXPENSES –

Unless specified in writing to the contrary by Seller, all freight, insurance, storage, and other similar charges will be paid by Buyer. Seller reserves the right to ship orders at the most economical rate or other appropriate rate as determined by Seller in its sole discretion. If Buyer requests special packaging, handling and/or transportation, any additional costs incurred shall also be charged to Buyer on an invoice. In the event of any general freight increase or any governmental rule, regulation or other mandate that results in increased freight costs, Seller may increase its price without any advance notice to reflect such additional costs. The increased price shall apply to all goods shipped on or after the effective date of such increase, rule, regulation or other mandate. Information regarding freight charges shall be limited to Seller providing

the freight vendor and shipment tracking number to the Buyer upon invoicing.

9. RISK OF LOSS; DELIVERY – All shipments of goods hereunder shall be F.O.B. Seller's place of shipment. Title to, and the risk of any damage to, or loss, or shortage of such goods, shall pass to Buyer upon delivery of such goods by Seller to the carrier. Any claims for damage or loss should be filed by Buyer with the carrier in writing immediately upon receipt or signed delivery receipt noting such loss or damage. In no event shall Seller be liable for damage or loss to a shipment caused by any carrier.

10. LIMITED WARRANTY AND EXCLUSIVE REMEDY – The goods sold hereunder are subject to the terms of Seller's limited warranty set forth herein.

Seller warrants only to Buyer and any third party purchasing goods directly from Buyer's distributor or reseller that all goods (not including any dies used to manufacture tokens and tokens sold with one side left blank, for which there is no warranty) are free from defects in material or workmanship in normal use for 30 days from the date of shipment by Seller; provided, however, that such warranty shall be void and of no effect if goods are altered. improperly stored, transported, or used, any written (or electronic) instructions relating to such goods are not followed, or as otherwise set forth in this Section. The color of all goods may vary from any samples previously furnished to, or other goods previously purchased by, Buyer, and the size of goods may vary by plus/minus .003 inches. Such variances are not defects in goods, and Seller shall have no responsibility therefor. Buyer must inspect all goods and notify Seller in writing of any defective goods within such 30 days.

In order to make a claim under the warranty set forth in this Section, Buyer must (a) provide to Seller a writing that describes the nature of the defect and (b) call Seller's Service Department and provide all requested information regarding the defective goods (including, without limitation, model and serial number, if any, of the defective goods) and any distributor or reseller thereof (including, without limitation, the name, address and telephone number of such distributor or reseller). Before replacing any defective goods, Seller may request proof satisfactory to Seller that the individual or entity making the warranty claim is the Buyer or purchased the defective goods directly from Buyer's distributor or reseller. Seller shall have no warranty obligation pursuant to this Section to any individual or entity that is not Buyer or did not purchase the defective goods directly from Buyer's distributor or reseller. All defective goods must be immediately returned to Seller F.O.B. Seller's place of business in Fort Lauderdale, Florida.

After receiving any defective goods returned by Buyer as set forth herein, Seller will furnish, without charge, F.O.B. Seller's place of business in Fort Lauderdale, Florida, replacement goods. The warranty for any replacement goods will be as set forth in this Section for an additional 30 days after shipment by Seller to Buyer.

No warranty on goods hereunder may be modified without the written consent of an Executive Officer of Seller.

Any provision of this Agreement to the contrary notwithstanding, no warranty hereunder covers damage or other claims caused by, and Buyer shall be solely responsible for, (a) performing all obligations of Buyer pursuant to these terms and conditions or any other agreement between Buyer and Seller (including,

without limitation, any such obligation to pay any amount becoming due pursuant to these terms and conditions or any other such agreement), (b) using, distributing, selling and offering for sale all goods in accordance with any instructions (or other similar writing) supplied by Seller and in compliance with all applicable laws, rules, or regulations (including, without limitation, any local labeling requirements or warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65") and its implementing regulations); (c) providing any information Seller may reasonably request to confirm that all goods are covered by the warranty set forth herein; (d) paying for all replacement goods not within the scope of such warranty; (e) paying all shipping costs relating to defective and replacement goods under such warranty; or (f) any decals or similar items on, or colors of, any goods, including different colors or shades of colors of goods, purchased by, or otherwise furnished to, Buyer or third parties or depicted in any marketing materials, owner's manuals or other publications, whether electronic or hard copy.

THE WARRANTY SET FORTH HEREIN CONSTITUTES THE EXCLUSIVE REMEDY OF SELLER FOR ANY DEFECTIVE GOODS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

EXCEPT AS EXPRESSLY STATED
HEREIN, SELLER MAKES NO
REPRESENTATION OR WARRANTY
WITH RESPECT TO ANY GOODS.
WITHOUT LIMITING THE
GENERALITY OF THE PRECEDING
SENTENCE, SELLER (A) MAKES NO
WARRANTY REGARDING DIES USED
TO MANUFACTURE TOKENS, OR

TOKENS WITH ONE SIDE LEFT BLANK, AND (B) EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATIONS OF DAMAGES – TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER SHALL NOT HAVE ANY LIABILITY ARISING OR RESULTING FROM THE FAILURE TO PERFORM UNDER THESE TERMS AND CONDITIONS, OR IN CONNECTION WITH THE SALE OR USE OF GOODS HEREUNDER, FOR (A) ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR OTHER SIMILAR DAMAGES OR LOSSES, OR (B) ANY DIRECT DAMAGES OR LOSSES IN EXCESS OF THE PURCHASE PRICE (NOT INCLUDING ANY FREIGHT, INSURANCE, TAXES OR OTHER SIMILAR AMOUNTS) OF ANY GOODS GIVING RISE TO SUCH DAMAGES OR LOSSES, REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE.

BUYER IS SOLELY RESPONSIBLE
FOR USING, DISTRIBUTING,
SELLING, AND OFFERING FOR SALE
ALL GOODS PURCHASED
HEREUNDER IN COMPLIANCE
WITH ALL APPLICABLE LAWS,
RULES AND REGULATIONS, AND
ANY LOCAL LABELING
REQUIREMENTS OR WARNINGS
REQUIRED UNDER CALIFORNIA'S
SAFE DRINKING WATER AND
TOXIC ENFORCEMENT ACT OF 1986
(ALSO KNOWN AS "PROPOSITION

65") AND ITS IMPLEMENTING REGULATIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR BUYER'S FAILURE TO USE, DISTRIBUTE, SELL, OR OFFER FOR SALE ALL GOODS IN COMPLIANCE WITH ANY APPLICABLE LAW, RULE OR REGULATION.

12. ADVICE – Seller may provide Buyer with advice and recommendations relating to Buyer's use of goods. Any such advice and recommendations shall be implemented by Buyer at Buyer's sole risk, and Seller makes no representation or warranty with respect to such advice or recommendations (including, without limitation, any results obtained by Buyer in implementing such advice or recommendations).

13. DISPUTES – Any civil action arising in connection with these terms and conditions or any goods purchased hereunder may only be brought against Seller within one (1) year after the date the cause of action accrued. If Buyer fails to commence any such action with such one (1) year, its right to commence such action shall be barred.

These terms and conditions shall be governed by and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to its conflicts of law provisions. The courts located in Broward County, Florida shall have exclusive jurisdiction of all matters relating to or arising from these terms and conditions or any sale of goods by Seller to Buyer, and Buyer hereby consents to the jurisdiction of such courts and waives any right to object to any such court being an inconvenient forum.

14. RETURN OF GOODS – No goods may be returned by Buyer to Seller for replacement, whether or not any warranty is then in effect, without the prior approval of

Seller, which approval may be withheld by Seller, in its discretion, except to the extent such goods remain covered by a warranty. Upon receiving such approval, all returned goods must arrive at the point of return designated by Seller before any replacement goods will be shipped to Buyer. If Buyer does not pay for, and accept the return of, such goods within 90 days after Seller notifies Buyer that replacement goods are ready to be shipped to Buyer, Seller may sell to a third party or otherwise dispose of such goods in its discretion, and apply the proceeds thereof, if any, to any amount owing by Buyer to Seller under these terms and conditions. Buyer grants to Seller a security interest in such goods as collateral for the payment of all such amounts and authorizes Seller to perfect such security interest by filing all Uniform Commercial Code financing statements, and taking all other steps, that Seller believes to be appropriate, in its discretion.

15. CHANGE ORDERS – No orders hereunder may be revised or canceled by Buyer without the prior written consent of Seller.

16. FORCE MAJEURE - Seller shall not be liable for delays or failure to perform hereunder for any force majeure or other cause beyond Seller's reasonable control (including, without limitation, (a) earthquake, fire, flood, or other casualty, (b) strikes, lockouts or other labor disruptions, (c) riots or other civil disturbances, (d) shortage of labor, materials, fuel or other energy sources, equipment or other requirements for production, (e) delay or interruptions in transportation or utilities, (f) war, blockades, sanctions, embargoes, terrorism or other similar acts, (g) epidemic, pandemic, quarantine or other health-related problems, (h) blizzard, hurricane, storm, tornado, or other weather event, and (i) legal restrictions or other actions of any

governmental authority). If any such delay or failure to perform any order for goods hereunder lasts for more than 90 days, Seller shall have the right to cancel such order without any liability for such cancellation.

17. FAIR LABOR STANDARDS ACT -

Seller certifies that all goods sold hereunder that were produced in the United States were produced in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued thereunder.

18. EXPORT CONTROL – Any goods supplied by Seller hereunder may be subject to various export laws and regulations of the United States. Buyer is responsible for with all such complying laws regulations. If any federal, state or local law requires export authorization for the export (or re-export) of any goods hereunder (or associated technology), no goods shall be exported (or re-exported) until authorization is obtained, regardless of any delivery date specified in any order for goods or otherwise. If any such authorization is denied or otherwise not obtained, Seller shall (a) be relieved of any further obligation relating to such goods and (b) not have any liability to Buyer or any third party for the failure to obtain such authorization. In addition, Seller will not comply with any boycott-related requests, except to the extent permitted by all applicable law and then only at Seller's sole discretion

19. COPYRIGHT/TRADEMARK – To

the extent that any words, pictures, designs, or any combination thereof contained in any art work provided by Buyer to Seller, are subject to copyright, trademark, service mark, trade dress or other intellectual property protection, whether by statute or common law, Buyer represents and warrants

to Seller that Buyer is the owner or authorized licensee of any such intellectual property. Buyer shall defend, indemnify and hold harmless Seller from all claims arising from, or relating to, any alleged misuse or infringement (including, without limitation, contributory infringement of any intellectual property) of such intellectual property. Buyer grants to Seller an irrevocable license to display, photograph, video tape or otherwise use any such artwork in connection with the goods being purchased by Buyer hereunder and in Seller's promotional and advertising materials, and no such use shall constitute infringement of any such intellectual property.

20. CALIFORNIA PROPOSITION 65 –

To assist in compliance with Proposition 65, Seller may provide Proposition 65 warnings on some goods. If Seller has provided such warnings, they shall appear on the inner plastic bags containing the goods or other places as reasonably determined by Seller. Seller makes no representations or warranties regarding the adequacy of any Proposition 65 warnings it provides on or for goods. Buyer is responsible for (a) examining all goods to determine whether they require Proposition 65 warnings, (b) providing Proposition 65 warnings for goods, and (c) communicating to its customers who or which may, directly or indirectly, sell or otherwise distribute goods into California any obligation to provide Proposition 65 warnings for goods and ensuring that its customers satisfy such obligation.

21. INDEMNIFICATION – Buyer shall defend, indemnify and hold harmless Seller from and against all costs, damages, expenses, fines, losses and penalties (including, without limitation, all reasonable fees and disbursements of counsel to Seller) for the failure of Buyer to (a) perform any of its obligations or responsibilities hereunder

(including, without limitation, the failure to provide Proposition 65 warnings for the goods or to ensure its customers perform their obligation to provide Proposition 65 warnings for the goods) or (b) comply with any applicable law.

22. ENTIRE AGREEMENT – These terms and conditions set forth the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersede all prior representations, agreements or understandings, whether oral or written, relative to any goods purchased hereunder. No course of dealing, usage of trade or other conduct shall amend or supplement any of these terms or conditions. No modification of any of these terms and conditions shall be effective unless made in writing and signed by Seller and Buyer, and no waiver of any right or remedy hereunder shall be effective unless set forth in a writing and signed by the party granting such waiver. Any provision of any purchase order or other communication of Buver in connection with the purchase of goods from Seller that is inconsistent with, or contradicts, any of these terms and conditions shall be not be effective or binding upon Buyer or Seller. In the absence of Buyer's written acceptance of these terms and conditions, the acceptance by Buyer of any goods purchased hereunder shall constitute acceptance of these terms and conditions.

23. SEVERABILITY – Whenever possible, each provision of these terms and conditions shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition

or invalidity without the remainder thereof, or any other such provision, being prohibited or invalid.

24. GENERAL – No agreement by Seller to supply goods to Buyer may be assigned or transferred (by operation of law or otherwise) by Buyer without the prior written consent of Seller, and any purported assignment made without such consent of Seller, and any purported assignment made without such consent, shall be null and void. For purposes of these terms and conditions, an assignment shall include (a) the sale or other transfer of a controlling interest in the stock, membership interest or other equity of Buyer, (b) any merger of Buyer with or into another entity, and (c) the sale of all, or substantially all, of Buyer's assets to a third party. These terms and conditions shall inure to the benefit of, and be binding upon, Seller and Buyer and their permitted successors and assigns.

Seller may terminate any obligation to supply goods to Buyer immediately in the event that Buyer becomes insolvent or otherwise unable to pay its debts as they become due, is declared insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver, guardian, conservator, trustee in bankruptcy, or similar official appointed by a court of competent jurisdiction to take charge of all or any part of its property.

No third party is a beneficiary of these terms and conditions, and only a party to these terms and conditions can enforce any right or remedy hereunder. These terms and conditions do not create an agency, partnership or other similar relationship, and the parties shall at all times be independent contractors. No party may incur any indebtedness, liability or obligation on behalf of the other party, unless agreed to by

such other party in a writing signed by such other party.