

HOFFMAN MINT GENERAL TERMS AND CONDITIONS OF SALE

All sales of goods by Hoffman Mint, a division of American Changer Corporation, (“Seller”) is 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 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, Seller shall issue and Order Acknowledgement. All orders manufactured using custom dies are final upon customer approval of the final proof or design of the dies. Any die supplied by Seller shall remain the property of Seller.

2. SHIPMENTS – Seller will use its best efforts to meet such shipping dates, but Seller shall not be liable for any direct or indirect costs or damages, including without limitation incidental or consequential damages or lost profits, resulting from late deliveries or shipping errors.

For orders 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 agrees to purchase, and will be charged for, all material ordered.

3. PRICE – All prices are in U.S. Dollars unless otherwise stated. All prices are the net purchase price for goods and do not include other invoice charges, including,

without limitation, manufacture of custom dies and any applicable charges for packaging, handling or transportation, shipping, storage, tariffs, duties, all federal and state taxes, including state, provincial or local sales taxes, use tax, or similar taxes.

4. CREDIT – Approval of Buyer’s credit is required prior to any shipment. If Buyer’s credit is unsatisfactory to Seller at any time for any reason, Seller reserves the right to suspend further deliveries, to require payment in advance, and/or take such other actions as Seller determines in its sole discretion are advisable.

5. TERMS OF PAYMENT – Payment terms shall be stated on individual invoices to Buyer. In the absence of such, invoices for goods and services shall be due and payable net thirty (30) days from the invoice date or shipping date, whichever is earliest. Invoices are payable in U.S. Dollars only, unless otherwise expressly noted on the invoice. Net due date are based on “calendar days” from the invoice date. Discounts apply only to the net purchase price for goods, and 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, Seller shall have the right, in addition to any other remedy available to it, to charge interest on such overdue amount at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law. In addition, if it becomes necessary to place Buyer’s account with an attorney or other agency for collection, Buyer shall be responsible for all costs and expenses, including, but not limited to, court costs, attorneys’ and/or collection fees incurred by Seller in

connection therewith.

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

(B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY IMMEDIATELY PRECEDING THE DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SELLER.

If Buyer (I) 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, (II) takes action to liquidate or otherwise cease doing business as a going concern, (III) undergoes a change in ownership, (IV) sells or otherwise transfers a substantial portion of its assets, (V) fails to provide adequate assurance or security for credit extended, or (VI) 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.

6. TAXES – All federal, state, provincial, or other local sales, use or other taxes, storage fees, custom duties and/or tariffs, import fees, freight forwarding and other assessments, imposed on goods sold

hereunder, or on the manufacture, sale or delivery thereof, shall be for Buyer's account.

7. FREIGHT – Unless specified in writing to the contrary by Seller, freight will be paid by Buyer. Seller reserves the right to ship orders at the most economical rate. If Buyer requests special packaging, handling and/or transportation, any additional cost(s) incurred shall also be charged to Buyer on the invoice. In the event of any general freight increase or any governmental ruling or regulation 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, ruling or regulation. Information regarding freight charges shall be limited to Seller providing the freight vendor and shipment tracking number to the Buyer upon invoicing.

8. 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 loss or damage 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.

9. INSPECTION AND REJECTION OF GOODS: Buyer shall have 30 days from the date of delivery to inspect the goods and to reject any goods that contain defects in material or workmanship.

Buyer shall notify Seller in writing of each and every defect in the goods, including the quantity of goods which Buyer claims are

defective and the nature of the defect.

Any defective goods shall be returned to Seller F.O.B. Fort Lauderdale.

Upon receipt of the goods, Seller shall replace any goods that are defective. Seller reserves the right to inspect the returned goods to confirm that the returned goods are defective.

In the event Seller rejects the Buyer's claim of defect, to goods shall be returned to the Buyer at Buyer's expense.

ENTIRE WARRANTY AND EXCLUSIVE REMEDIES

THE BUYER'S RIGHTS UNDER PARAGRAPH 9 TO RETURN ANY DEFECTIVE GOODS WITHIN 30 DAYS OF DELIVERY CONSTITUTE THE EXCLUSIVE REMEDY OF THE BUYER AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY LAW. SELLER EXPRESSLY DISCLAIMS ALL GUARANTEES AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR USEFUL LIFE.

IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS.

10. LIMITATIONS OF DAMAGES –

a. Seller's liability for any loss or damage

arising out of or resulting from any breach or default by Seller in connection with the sale of goods hereunder shall not exceed the purchase price thereof, regardless of whether such liability arises in contract, tort (including, without limitation, negligence, or strict liability) or otherwise, and in no event shall Seller be liable for incidental or consequential damages of any kind or for lost profits.

b. Buyer is solely responsible for installing, storing, operating, distributing, selling or offering for sale or use, using and maintaining the goods delivered hereunder in compliance with all applicable laws, rules and 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. In no event shall Seller be liable for Buyer's failure to install, store, operate, distribute, sell or offer for sale or use, use, label or maintain the goods in compliance with any applicable law, rule or regulation. Buyer shall defend, indemnify and hold Seller harmless from all claims, expenses and losses, including attorneys' fees, arising out of Buyer's failure to to install, store, operate, distribute, sell or offer for sale or use, use, label or maintain the goods in compliance with any applicable law, rule or regulation.

c. Seller has provided Proposition 65 warnings on some goods. For tokens, if Seller has provided warnings, such warnings shall appear on the inner plastic bags containing the tokens. For change machines and dispensers, if Seller has provided warnings they shall appear on the front of the machines or dispensers. Buyer is responsible for examining the goods to ascertain whether the goods require Proposition 65 warnings. Buyer is solely responsible for communicating, to its own customers who may further sell or distribute the goods directly or indirectly into California, the obligation to provide Proposition 65 warnings for the goods. Buyer shall defend, indemnify and hold Seller harmless from and against all claims, expenses

and losses, including claims for civil penalties and attorneys' fees, arising from Buyer's actual or alleged failure to provide Proposition 65 warnings for the goods or to inform its own customers of their obligation to provide Proposition 65 warnings for the goods.

11. STATUTE OF LIMITATIONS CHOICE OF LAW AND EXCLUSIVE JURISDICTION – Buyer agrees that any civil action against Seller relating to or arising out of the sale of goods hereunder shall be commenced within one (1) year of the date the cause of action accrued; otherwise it shall be barred.

All agreements by Seller to supply goods to Buyer shall be governed by and construed in accordance with the laws of the United States, and more specifically the laws of the State 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 out of any sale of goods by Seller to Buyer, and Buyer hereby consents to the jurisdiction of such courts and waives any right to claim that any such court is in an inconvenient forum.

12. RETURN OF GOODS – Goods may not be returned without the prior approval of the Seller. All returned goods must arrive at the point of return designated by Seller in salable condition before any credit will be issued.

13. CHANGE ORDERS – Orders may be revised or canceled by Buyer prior to the manufacturing of order, and only with Seller's prior consent.

14. FORCE MAJEURE – Seller shall not be liable for delays or failure to perform hereunder for any cause beyond Seller's reasonable control, including, without limitation: fire, flood or other casualty or

Act of God; strikes, lockouts or other labor trouble; riots and/or civil demonstrations; shortage of labor, materials, fuel, or production facilities; equipment or other production failures; delays or interruptions in transportation or utilities; war, blockades, sanctions or embargoes; and legal restrictions or actions of any governmental authority.

15. FAIR LABOR STANDARDS ACT – Seller hereby certifies that the goods sold hereunder that were produced in the United States were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

16. EXPORT CONTROL – Goods supplied by Seller may be subject to various export laws and regulations of the United States. It is the responsibility of the Buyer to comply with all laws and regulations. Notwithstanding any other provision to the contrary, if federal, state, or local law requires export authorization for the export or re-export of any deliverable or associated technology, no delivery can be made until export authorization is obtained, regardless of any otherwise promised delivery date. If any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the goods subject to denial without liability of any kind relative to Buyer or any other party. Seller will not comply with boycott-related requests except to the extent permitted by federal law and then only at Seller's discretion

17. COPYRIGHT/TRADEMARK-- To the extent that any words, pictures, designs or any combination thereof contained in any custom artwork used in any die is provided

by Buyer to Seller are subject to copyright, trademark, service mark or trade dress protection, whether by statute or by common law, Buyer represents and warrants that Buyer is the owner and/or authorized licensee of any such copyright, trademark, service mark or trade dress. Buyer further agrees that Seller is hereby granted a license to use of any said trademark, trade dress or copyright in the manufacture of the goods and agrees to defend, indemnify and hold Seller harmless from any all claims arising of any alleged misuse or infringement, including contributory infringement of any copyright, trademark, service mark or trade dress protection. Buyer grants to Seller the right to photograph, video tape or otherwise display any goods which contain custom designs in its promotional and advertising materials, and agrees that any such reproduction or use by Seller shall constitute fair use and shall not constitute infringement of any copyright, trademark, service mark or trade dress.

18. CHANGE IN TERMS AND CONDITIONS OF SALE – These terms and conditions set forth the entire agreement between Seller and Buyer supersede any and all prior representations, agreements or understandings, whether oral or written, relative to the goods delivered hereunder. No course of dealing or usage of trade shall be relevant to supplement or explain any of these terms or conditions. No modification or waiver of any of these terms and conditions shall be effective unless made in writing and signed by Seller. These terms and conditions supersede, and shall not be supplemented by, the terms of any purchase order, order confirmation or other communication of Buyer in connection with the purchase of goods from Seller. In the absence of Buyer's written acceptance of these terms and conditions, the acceptance by Buyer of any goods delivered hereunder shall constitute acceptance of these terms

and conditions.

19. 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 this purpose, an assignment shall include the sale or other transfer of a controlling interest in the stock or other equity of Buyer and any merger of Buyer with or into another entity. 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 agreement 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 or bankrupt, files or has filed against it a petition in bankruptcy, makes any assignment or trust mortgage 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.