

SALES AND SERVICE ORDER GENERAL TERMS AND CONDITIONS

- 1. Transportation.** Buyer shall provide shipping instructions to enable Seller to perform the Sales Order in accordance with its terms. Buyer's failure to do so entitle Seller, in addition to all other rights, to cancel any portion of the contract that has not been performed or to make shipment in such manner as Seller may elect. Shipment by Seller shall be subject to availability of containers. Buyer shall promptly notify Seller of any revisions to shipping instructions, and compliance with such revised shipping instructions shall be at Seller's option, with all additional charges for Buyer's account. Time of shipment of equipment or performance of services ("Material") shall not be of the essence.
- 2. Reservation of Security Interest.** Seller retains and reserves a security interest in the goods described in this agreement until buyer pays all sums due and performed all obligations of buyer. Buyer authorizes seller to file a U.C.C. financing statement as Seller may deem appropriate. In the event buyer fails to timely pay any sums due, buyer shall, upon written demand of Seller, assemble and turn over to seller the goods described herein.
- 3. Limited Warranty.** Seller warrants title to the Material sold under the contract. Seller further warrants that the Material will conform to the specifications, if any, set forth in the Sales Order and warrants the service to be performed as being done in a good workmanlike manner consistent with acceptable industry standards for a limited period of 30 days after the date of completion of the work. Except to the extent Seller otherwise agrees in writing, the sale of all products and services provided by Seller shall be without any warranties whatsoever.
NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NOR ANY OTHER REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, IS MADE RESPECTING THE GOODS, SERVICES OR MATERIAL.
- 4. Limitation of Remedies.** Claims for defects or non-conforming Material must be made, in writing, promptly, and in no event later than thirty (30) days, following delivery of equipment or completion of the performance of services. Buyer shall set aside, protect, and hold the Material claimed to be defective or non-conforming without further use until Seller has an opportunity to inspect and advise of the disposition, if any, to be made of such Material. In no event shall any Material be returned, reworked, repaired, or destroyed by Buyer without the express written authorization of Seller.
BUYER'S REMEDIES FOR DAMAGES OR NON-CONFORMING MATERIAL SOLD HEREUNDER SHALL BE EXCLUSIVELY LIMITED TO REPLACEMENT OF THE GOODS OR REPAYMENT OF THE PURCHASE PRICE. IN NO SUCH EVENT SHALL SELLER BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, THE COST OF ANY LABOR OR CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANY LOSS OF ANTICIPATED PROFITS INCURRED BY BUYER WITH RESPECT TO THE MATERIAL, SERVICES, ANY DELAY, OR THE INTENDED USE OF THE MATERIAL. SELLER SHALL MAKE A COMMERCIALY REASONABLE EFFORT TO OBTAIN THE REPAIR OR REPLACEMENT OF SUCH PRODUCTS WHICH ARE DEFECTIVE IN WORKMANSHIP OR MATERIAL FROM THE MANUFACTURER IN ACCORDANCE WITH THE MANUFACTURER'S CUSTOMARY PRACTICES
- 5. Force Majeure.** If, by reason of fire, earthquake, flood, natural disaster, act of terrorism, accident, labor disturbance or other inability to secure workmen, inability to obtain, receive or process material, lack of facilities, equipment, failure, or repair, act of God, civil disturbance, or, or acts of any public enemy, voluntary or involuntary compliance with any valid or invalid governmental or military order, regulation, request, or recommendation, lack of transportation facilities, failure of source of supply, or any cause which is beyond the immediate and direct control of buyer ("Force Majeure"), whether of a kind or nature herein specified, or if a contingency the nonoccurrence of which was the basic assumption on which this contract was made, Buyer may suspend, in whole or in part, deliveries of goods under this contract during the continuance, and to the extent, of such force majeure. If such force majeure shall continue for more than one month, Seller may suspend this contract for the duration of the force majeure, or cancel this contract, in whole or in part, at its sole discretion, by giving written notice of such suspension or cancellation to Buyer without incurring any liability whatsoever to Buyer. If, due to force majeure, Seller is unable to provide sufficient goods to meet the demand from customers and Seller's internal uses, Seller may allocate available production among its customers in any manner which Seller may determine to be equitable.
- 6. Payment Terms.** Terms of payment are net thirty (30) days unless otherwise stated on the signed Sales order and any payments not made as agreed will incur a late charge of 1.5% per month on all past due accounts. Seller shall be entitled to recover all costs, expenses and fees, including attorney fees, incurred by Seller in enforcing the terms of the Sales Order, any personal guarantee, or otherwise enforcing the obligations arising from the Sales Order including the costs and expenses of enforcing any judgment. In addition to the purchase price, the amount of all sales, use, privilege, occupation, excise or other Federal, State, local, or foreign taxes shall be paid by the Buyer.
- 7. Risk of Loss.** Risk of loss passes from seller to buyer, either upon delivery by seller to a commercial freight carrier or an delivery by seller to the delivery point specified herein.
- 8. Choice of Law.** The Sales Order shall be governed and construed according to the laws of the State of California, USA, exclusive of the principles contained therein regarding conflicts of laws that would require the application of other than the laws of the State of California to the Contract or to any other contractual relationship between the parties. The parties agree that venue and jurisdiction of any dispute shall be in the Superior Court for Fresno County, Fresno, California, or the federal courts situated in the State of California for the Central District of California. The parties mutually acknowledge and agree that they shall not raise in connection with any dispute, and hereby waive, any defenses based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing.
- 9. Assignment.** Neither party may, without the prior written consent of the other, assign any of its rights or benefits or delegate any of its duties or obligations under the Sales Order.
- 10. Compliance with Law.** Both parties shall comply with all Applicable Laws and Regulations related to the transaction contemplated herein. Applicable Laws and Regulations means, without limitation, the substantive anti-bribery and accounting provisions of the U.S. Foreign Corrupt Practices Act, the substantive provisions of the Organization for Economic Co-operation and Development Anti-bribery Convention, and any implementing legislation enacted pursuant thereto, the commercial bribery, domestic corruption, anti-money laundering, export control and anti-terrorism laws of the United States and all similar substantive laws of the country of ultimate destination.
- 11. Party Status.** Buyer represents and warrants that it (a) is either a publicly traded company or a privately owned company, in each case without any government ownership, or (b) has disclosed to Seller any government ownership and the extent of such government ownership. Buyer further represents and warrants that the information so disclosed is complete and accurate.
- 12. Waivers.** No waiver of any breach of the Sales Order shall be held to be a waiver of any other or subsequent breach.
- 13. Severability.** In case any one or more of the provisions contained in the Sales Order is adjudged to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained therein shall not in any way be affected or impaired thereby and shall be construed as though such invalid or unenforceable term was not included herein.
- 14. Third Party Rights.** The Sales Order is intended to be solely for the benefit of the parties thereto and is not intended to and shall not confer any benefits on, or create any rights in favor of, any person or entity other than the parties to the Sales Order.
- 15. Amendment.** The Sales Order shall not be amended or modified except by an instrument in writing signed by both parties that makes reference to the Sales Order and the parties' intention to amend or modify the Sales Order.
- 16. Entire Agreement.** The Sales Order contains the entire and only agreement between Seller and Buyer in relation to the subject matter hereof, there being merged and integrated therein all prior representations, promises, conditions, understandings and agreements in connection with the subject matter hereof.

- 17. Interpretation of Terms.** The language in this Sales Order shall be construed in accordance with the laws of the State of California for interpretation of contracts and according to such language's normal and usual meaning, and not strictly for or against either Buyer or Seller, regardless of the drafter of the Sales Order. The interpretation of the terms contained in the Sales Order shall be as per the Uniform Commercial Code as adopted by the State of California.
- 18. Captions.** The captions of the Sales Order are for the purpose of reference only and shall not limit or otherwise affect the meaning hereof.
- 19. Counterparts; Electronic Signatures; Authority.** This agreement may be executed in one or more counterparts, all of which taken together when fully executed and delivered shall constitute a single agreement binding against all parties. Signatures may be delivered by facsimile transmission or by emailing a portable document format (pdf). Each signatory represents and warrants they are duly authorized to execute the Sales Order.