



Terms & Conditions of Sales

Sale of any equipment or services described herein at the prices indicated is expressly conditioned upon the terms and conditions set forth below. Any order for or any statement of intent to purchase any such equipment or services, or any direction to proceed with engineering, procurement, manufacture or shipment, shall constitute assent to said terms and conditions and a representation that the purchaser is solvent. Acceptance of this proposal is strictly limited to the terms and conditions contained herein. Any additional or different terms or conditions set forth in any communication from the Purchaser are not agreed to by GDS Manufacturing Company LLC, hereinafter referred to as "Seller", and shall not be effective or binding unless agreed to in writing by an officer of the Seller. Purchaser is defined as the person, either directly or through an agent, accepting this proposal. Seller's receipt, acknowledgement or acceptance of Purchasers forms is for Sellers internal use and shall not alter the terms of Sellers forms, including this proposal.

- 1. PROPOSALS** - All proposals for sales and/or services, unless otherwise specified upon the face are subject to acceptance within thirty days only. All proposals, which include equipment manufactured by others, are subject to the same conditions extended to Seller. In the event of a conflict between the terms extended to Seller and the terms contained herein, the terms contained herein shall control. Any numerical, clerical or stenographic errors appearing in Seller's proposal may be corrected at any time by Seller.
- 2. CLAIMS** - Any claim of defects, shortages, nonconformities, or errors must be made in writing to Seller by the purchaser within fifteen (15) calendar days after receipt of shipment. The writing must specifically describe the errors, nonconformities, defects or shortages in the goods or delivery thereof. Failure to deliver the writing establishes delivery, acceptance and responsibility for prompt payment and waiver of all claims against Seller and expressly waives the Purchasers right to revoke acceptance. No back charge or retention of monies by purchaser shall be permitted without prior written approval from the seller.

3. **PAYMENT AND TERMS TAXES** - Any tax or other governmental charge now or hereby levied upon the production, sale, use of shipment of goods ordered or sold will be charged to any paid for by the Purchaser. Such taxes are not covered in the Seller's price unless expressly so quoted. All tariffs and duties levied on or charged to Seller shall be for Purchaser's account and Seller's pricing shall be adjusted accordingly. GDS Manufacturing Company LLC will invoice Purchaser for such tariffs and duties.
4. **TERMS OF PAYMENT** - Unless other terms are specified, payment shall become due 30 days from date of invoice. If shipment is delayed by the Purchaser, date of readiness for shipment shall be deemed to be date of invoice for payment purposes. Past due amounts shall accrue interest at the rate of 2% per month including post-judgment amounts or at the highest rate allowed by law, whichever is less. If, in the Seller's judgment, the Purchaser's financial condition at any time does not justify the terms specified, the Seller may require full or partial payment as a condition to commencing or continuing manufacture or service in advance of shipment, or if shipment has been made seller may recover equipment from the carrier. Title to the goods described herein shall not pass to Purchaser until payment is made in full. Further, payment shall be made in full with no retainage or deductions.
5. **FREIGHT** - Unless otherwise stated, prices are F.O.B. shipping point. Delivery of the goods to a common carrier or a licensed trucker or Purchasers driver shall constitute delivery to Purchaser, and all risks of loss or damage in transit together with any loss or damage associated with any delays, shall be borne by Purchaser.
6. **CANCELLATION** - The Purchaser may cancel his order only upon written notice and upon payment to the company of reasonable and proper cancellation charges, as determined by seller.

7. **CHANGES** - Changes in the specifications on which Purchaser's order covered by this Proposal is based will not be accepted unless requested in writing and any change in price is agreed to in writing.
8. **LIMITED WARRANTY** - Seller warrants to Purchaser that, for a period of one (1) year or as otherwise stipulated in Seller's quote or proposal, the products will be new, of first quality, free from defects in design, material and workmanship. THE WARRANTY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW OR TRADE USAGE, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSE. SELLER SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES. SELLERS WARRANTY LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS AT SELLERS DISCRETION. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR COSTS IN EXCESS OF THE PURCHASE PRICE PAID BY PURCHASER.
9. **LIMITATION OF LIABILITY** - Notwithstanding anything contained herein (or elsewhere) to the contrary, in no event shall Seller be liable for any claims, demands, amounts, damages, losses, causes of action, expenses, liabilities, indemnity obligations or any other amounts of any nature in excess of the amounts Seller received from Purchaser pursuant to this Purchase Order for such damages.
10. **APPROVALS & CLEARANCES** - The purchaser shall have responsibility to obtain any and all necessary approvals and clearances from his Insurance carrier(s), FDA, USD, OSHA, Local Building, Health, Industrial Safety, Pollution Control and all other similar agencies unless specially quoted herein.
11. **FORCE MAJEURE** - Means any act or event that directly delays or prevents a Party from performing all or a portion of its obligations under this Agreement, or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of reasonable efforts, cannot be avoided by and is beyond the reasonable

control of and without the fault or negligence of the Party relying thereon as justification for delays, nonperformance, or noncompliance. Without limiting the generality of the foregoing, so long as the following events satisfy the requirements set forth in this Section, a Force Majeure Event includes unusually severe weather, tornadoes, hurricanes, floods, lightning, and seismic activity, including but not limited to earthquakes and volcanic eruptions, explosions or fires, supply chain disruptions and material delays that are outside of a party's control, acts of god, acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, terrorist acts, risk to public health and safety (including, but not limited to, those risks posed by epidemic or pandemic events). Neither party will be liable to the other Party, nor deemed to be in breach of this Agreement, to the extent it is actually and directly delayed or prevented from performing its obligations hereunder due to a Force Majeure Event.

12. DRAWINGS, PLANS, SPECIFICATIONS, PERFORMANCE, REGULATORY LAWS AND/OR

STANDARDS - The Seller makes no promise or representation that its products, equipment or services will conform to any state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Purchaser and the Seller. The Seller's prices do not include the cost of any related inspections permits or inspection fees. The Seller does not promise, acknowledge or warrant that the goods stated in this proposal conform or comply to any plans, specifications, performance requirements, drawings, scopes of work, written scopes of work or any other obligations or promises that Purchaser may have to any third party (the 'Project Documents and Obligations') and Purchaser waives any and all claims related thereto. Purchaser acknowledges that it has, or prior to accepting this proposal shall, become familiar with the specifications, features, dimensions, capacities and operating abilities of the goods described herein and acknowledges that it bears the responsibility to ensure the goods described herein conform and comply with the Project Documents and Obligations. Purchaser accepts and assumes all responsibility and liability that the goods described herein conform to or comply with the Project Documents and Obligations and specifically waives any and all claims against Seller related thereto.

13. GENERAL - In the event of any disputes between Seller and Purchaser that arise out of or relate to this proposal, Purchaser agrees to pay all costs, expenses and attorneys' fees related to the dispute, whether suit is filed, through appeal and judgment enforcement. In the event suit is brought by Seller or Purchaser arising out of or relating to this proposal or any dealings between them, Purchaser and Seller waive trial by jury which waiver includes all causes of action at law or in equity, counterclaims, crossclaims and defenses which are or could be asserted. The Parties hereby agree that the law of the state of Vermont shall control any litigation arising out of or relating to this Proposal notwithstanding any conflict of laws and the parties specifically submit themselves to the personal jurisdiction of that state. Should any terms or provisions contained in this proposal be deemed unenforceable, the contract of which these conditions for a part shall not fail by reason thereof but shall be construed in the same manner as if such terms or provisions had not appeared herein. Any assignment of this contract or any rights hereunder, by the Purchaser without written consent of the company shall be void. The provisions of the contract are for the benefit of the parties hereto and not for any other person or reason.

END OF DOCUMENT