

## Pallet Tower LLC Standard Terms and Conditions

**1. BINDING CONTRACT.** These terms and conditions set forth the sole terms for the sale of goods and services by Pallet Tower, LLC, a North Carolina corporation ("PTL"), and any contract made for the sales of goods and services by PTL is expressly conditional on Buyer's assent to the terms stated herein. PTL disclaims, objects and rejects any Buyer document, including a purchase order or confirming order that in any way adds to, varies, conflicts with or attempts to alter these terms. In the event of any dispute between these terms and any document of Buyer, these terms shall control.

**2. LIMITED USE LICENSE: THESE TERMS AND CONDITIONS PROVIDE A ONE-TIME USE LICENSE FOR THE BUYER TO USE THE EMBODIMENTS OF THE INTELLECTUAL PROPERTY ("IP") LICENSED BY PTL FOR THE PALLET TOWER DESIGN/CONSTRUCTION/EMBODIMENTS. THIS IP LICENSE IS TO BE USED FOR THE CONSTRUCTION, SALE AND USE OF THE NUMBER OF PALLET TOWERS CORRESPONDING TO THE QUANTITY OF CORNER PIECES ORDERED [WHEREIN (4) CORNER PIECES COMPRISE (1) PALLET TOWER]. THIS LICENSE DOES NOT ALLOW FOR USE BEYOND THE MATERIAL SOLD IN THIS CONTRACT. THIS ONE-TIME USE LICENSE IS TRANSFERRED TO THE END-USER(S) OF THE PALLET TOWER SHIPPING SOLUTION, AND THE LICENSE IS REVOKED UPON DISASSEMBLY AND/OR DESTRUCTION OF THE PALLET TOWERS. INFRINGEMENT ON THE IP, PROTECTED BY ONE OR MORE PATENTS OR PENDING PATENT APPLICATIONS, WILL BE PROSECUTED TO THE FULL EXTENT OF THE LAW.**

**3. TRADEMARKS AND MARKETING MATERIAL.** The use of trademarks, marketing material or other product documentation is strictly prohibited unless PTL agrees to the use of the material in writing.

**4. PRICES AND TAXES.** All prices are FOB for the product's place of manufacture or distribution. All future orders are subject to applicable prices at the time of shipment. All prices are subject to change without notice. The Buyer is required to provide a valid tax-exempt certificate prior to sale. If a tax-exempt certificate is not provided, PTL will charge local, state or federal taxes as required. If PTL inadvertently does NOT charge local, state or federal tax when necessary, it is the responsibility of the Buyer to notify PTL in writing and/or pay the appropriate Use Tax. Shipping charges are not included in the prices and will be added to the invoice at the time of shipment.

**5. MINIMUM ORDER.** PTL's minimum order is \$800.

**6. PAYMENT TERMS.** Orders Will be accepted on a COD basis only unless a written credit application has been submitted to and approved by PTL. If buyer has established credit in the manner described above, the payment terms are NET 30. Any portion of the order cost not paid in accordance with these payment terms shall bear interest from the due date in the amount of 1.5% per month or at a rate not to exceed lawful limits, until paid. Payment on delinquent accounts is applied first to accrued interest. Buyer shall reimburse PTL for all actual costs and attorneys' fees incurred in enforcing any term of this agreement. A \$25.00 charge will be assessed for all payments returned for insufficient funds. Debit or check is preferred method of payment. All major credit cards are accepted. A 3% bank feed is added for credit card payments on accounts. Attorney and Court Fees will be added to your account if it becomes uncollectable per terms.

**7. SHIPPING AND DELIVERY.** When shipping is arranged via common carrier, all risk of loss and damage to the goods passes to the Buyer upon delivery of the goods to the common carrier. PTL will attempt to deliver the product(s) as close as possible to a requested ship date, but reserves the right to adjust the shipping date based on the quality and readiness of the product(s), and/or delivery constraints.

**8. SHIPPING DAMAGES CLAIMS.** All shipping damages must be noted at the time of receipt of goods. All damages must be noted in writing on the carrier's bills of lading, and documented with photographic evidence. A claim form must also be filled out and

submitted to PTL (form is available on website) within 3 business days of receipt of damaged goods.

**9. DEFECTIVE GOODS.** If the goods do not meet the specifications on the invoice, the Buyer is required to submit a claim form to PTL (form is available on website) within 3 business days of receipt of goods.

**10. FORCE MAJEURE.** PTL shall not be responsible or liable for any delays in service completion due to any cause or condition beyond its control, including, without limitation, fire, flood, earthquake, labor dispute, shortage of materials or supplies, riot or other civil disturbance, pandemic, war, acts of God or nature, accident, or any acts of any government.

**11. LIMITED WARRANTY.** Buyer's remedy is limited, at the sole discretion of PTL, to replacement of any goods determined to be defective and covered by this limited warranty. Replacement material will be provided as soon as production plans permit and will be shipped by PTL at no cost to Buyer.

**12. EXCLUSION OF OTHER WARRANTIES. THE LIMITED WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND PTL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NO WARRANTIES OR REPRESENTATIONS MADE AT ANY TIME BY ANY REPRESENTATIVE OF PTL SHALL BE EFFECTIVE TO VARY OR EXTEND THE LIMITED WARRANTY OR OTHER TERMS.**

**13. LIMITATION ON LIABILITY.** Under no circumstance shall PTL's liability to Buyer exceed the value of this agreement. Under no circumstances, whether arising in contract, tort, equity or otherwise, shall PTL be liable for consequential, incidental or special damages (including loss of use, lost profits, increased operating or shipping expense), related to the provision of services or goods.

**14. APPLICABLE LAW.** This agreement shall be deemed made in Union County, North Carolina and shall be governed by North Carolina law without regard to its conflict of laws principles.

**15. DISPUTE RESOLUTION.** Any action arising out of it shall be governed by North Carolina law and shall be brought in the District or Circuit Court for Union County or in the U.S. District Court for the Western District of North Carolina. Buyer consents that such courts shall have personal jurisdiction over Buyer as to any such action and that the mailing of any process to Buyer's last known address by registered mail shall constitute lawful and valid service of process.

**16. MISCELLANEOUS.** All notices shall be provided to the addresses set forth in this agreement and if none is provided, to the party's resident. Wherever possible, all terms shall be interpreted consistently. If a conflict arises as to price, payment or delivery, the typed terms on the Sales Order Invoice shall control over these provisions. For any other conflict, these Terms and Conditions shall control. No usage in trade shall create a conflict with these terms. PTL reserves the right to correct any typographical error in this Agreement. If any provision is determined to be unenforceable, the remainder of this agreement shall remain in full force and effect.

**17. ENTIRE AGREEMENT AND AMENDMENT.** This agreement contains all of the terms of the agreement between PTL and Buyer as to its subject matter and supersedes all prior oral or written representations, agreements, and other communications between PTL and Buyer. This agreement may be amended only in writing signed by PTL and an officer of Buyer.