



TERMS AND CONDITIONS OF SALE

TERMS: Buyer agrees to pay for the products ("Products") according to the Seller's payment terms set forth in Seller's website ("Website"). In the event Buyer fails to make any payment to Seller when due as described in Seller's Website (or if Buyer's order is by phone or other than through the Website, then as described in any quotation by Seller), Buyer's entire account(s) with Seller shall become immediately due and payable without notice or demand. All past due amounts are subject to service charges at the rate of 1.5% per month on the outstanding balance or the maximum amount permitted by law. Seller reserves the right to limit or restrict the Buyer access to their website if the balances are past due. The Buyer will be notified of any such restriction, in writing, via e-mail. Buyer also will be liable for any attorney fees or other costs associated with collecting late payments.

PACKING AND SHIPPING: All Products are shipped F.O.B., destination, pre-paid and added. The risk of loss shall be on the Seller upon tender of goods to Buyer's location as noted in the Buyer's purchase order ("Buyer's Order" or the "Order"). The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the Order. All Products shall be suitably packed, marked and shipped as designated by Seller or, in the absence of such a designation, in accordance with the requirements of common carriers in a manner to secure lowest transportation cost. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the Products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for Products shipped F.O. B., destination which are damaged or lost in transit shall be made by Seller to the carrier.

If Buyer requests shipment by common carrier other than Seller's regular common carrier, then the shipment is deemed F.O.B., shipping point, prepaid and added or Freight Collect. The risk of loss shall transfer to the Buyer upon tender of goods to Buyer's common carrier. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the Order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for Products shipped F.O. B., shipping point which are damaged or lost in transit when shipped by Buyer's common carrier shall be made by Buyer to its carrier, since Seller's responsibility ceases upon tender of goods to Buyer's common carrier.

DELIVERY: Seller shall expend reasonable efforts to deliver the Products within a reasonable time, unless Seller has notified Buyer in writing that delivery will be made on or by a certain date, in which case Seller shall make a good faith effort to complete delivery on or before the designated date. Seller shall notify Buyer immediately of any circumstances that may reasonably cause a delay in delivery stating the estimated period and reasons for delay and, if requested by Buyer, shall use reasonable efforts to avoid or minimize delay to the extent possible. Subject to the above, Seller assumes no responsibility or liability and will accept no backcharge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers, contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

TAXES: The amount of any sales, excise or other taxes, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer, unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.



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INSPECTION AND ACCEPTANCE: Seller shall inspect all Products prior to shipment to Buyer. Buyer shall notify Seller within one (1) business day of its receipt of the Products; otherwise, Buyer shall be deemed to have received the Product timely. Failure of Buyer to inspect and reject any Product within three (3) business days after receipt for defects and nonconformance (i.e., shortage or errors), which are not due to problems in shipping, and notify Seller, in writing, of any defects, nonconformance or rejection of such Products shall constitute acceptance. Should Buyer reject any Product for defects or for failure to conform to the requirements of an Order, Buyer shall notify Seller in writing of the rejection, giving detailed reasons for the rejection. After such three (3) business day period, Buyer shall be deemed to have irrevocably accepted the Products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that such three (3) business day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any Product previously ordered by Buyer or its representatives or cancel any Order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no exchange or refund will be made, unless the Product is defective or nonconforming. The sole and exclusive remedy for Product alleged to be defective in workmanship or material or not in compliance with the Order will be the replacement of the Product, subject to Seller's inspection and warranty. Seller shall not accept any returns, unless Buyer has prior written approval from Seller's designated officer.

RECOMMENDATIONS BY SELLER: Other than as set forth herein; (a) Buyer acknowledges that Seller does not make and specifically negates, renounces and disclaims any representations, warranties and/or guaranties of any kind or character, expressed or implied, with respect to (i) the Products sold, their use, design, application or operation, their merchantability, their physical condition or their fitness for a particular purpose, (ii) the maintenance or other expenses to be incurred in connection with the Products, (iii) the engineering, design, fabrication work or any other work or service (whether gratuitous or for payment) supplied by Seller and/or its agents, suppliers and employees or (iv) the accuracy or reliability of any information, designs or documents furnished to Buyer; (b) Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of its Products and/or rendering of its services; (c) Any recommendations made by Seller concerning the use, design, application or operation of the Products shall not be construed as representations or warranties, expressed or implied; and (d) Failure by Seller to make recommendations or give advice to Buyer shall not impose any liability upon Seller.

WARRANTY: Seller warrants to Buyer that all Products delivered under an Order shall be free from defects in design, materials and workmanship, that all Products will conform to the requirements of the Order including, but not limited to, the applicable descriptions, specifications and drawings that shall have been agreed to by the parties and, to the extent Products are not manufactured pursuant to detailed designs or Marks furnished by Buyer, that all items will be free from defects in design and suitable for the intended purposes. Seller further warrants that neither the Products nor the sale thereof covered by this Order will infringe upon or violate any trademarks, patents, copyright or other legal rights of third parties; provided that Buyer did not furnish the Mark utilized in the Product. "Mark" means words, names, symbols, logos, nicknames, slogans, mascots, seals or a device or any combination thereof used to identify and distinguish a team, person or entity and to indicate their source, such as trademarks, trade names, and advertising (including distinctive text, graphic or audiovisual features), previously provided to Seller by Buyer or another person or entity. Seller agrees to indemnify and save Buyer harmless from and against any and all claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any such alleged infringement or violation.

The warranty period shall be for twelve (12) months from date of acceptance by Buyer. Any action on a breach of Seller's warranty obligations must be commenced within twelve (12) months after the cause of action has accrued.

If a defect or non-conformity in Products is claimed by Buyer, Buyer shall allow Seller a reasonable time to remedy the defect or non-conformity. Buyer shall render necessary assistance to Seller and shall furnish



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adequate means for reviewing and testing the alleged defective or non-conforming Products. Should Products prove defective and the defect is not remedied, the particular part or article that fails to conform to the warranty that cannot be remedied must be returned by Buyer in as good condition as received, except for ordinary wear, to Seller. Buyer shall immediately notify Seller of the return by registered mail addressed to Seller at the address set forth in the Order or Seller's Website. The warranty quoted above does not apply to any Products to the extent they have been subjected to improper use, tampering, negligence or accident by persons other than Seller.

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES, AND IN NO EVENT, SHALL SELLER'S LIABILITY, IF ANY, EXCEED THE NET SALES PRICE OF THE DEFECTIVE OR NON-CONFORMING PRODUCT(S). IF ANY DEFECT, FAILURE OR OTHER NON-CONFORMITY APPEARS, BUYER SHALL HAVE THE RIGHT TO RETURN THE PRODUCT AND A NEW PRODUCT WILL BE SHIPPED AT SELLER'S EXPENSE. HOWEVER, IF BOTH SELLER AND BUYER AGREE THAT A NEW PRODUCT WILL NOT BE ADEQUATE FOR THE PURPOSE INTENDED, THEN BUYER SHALL RETURN THE DEFECTIVE OR NON-CONFORMING PRODUCT AND AN EQUITABLE ADJUSTMENT WILL BE MADE IN THE ORDER PRICE FOR SUCH DEFECTIVE OR NON-CONFORMING PRODUCT(S). THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF TECHNOLOGICAL VALUE. UNDER NO CIRCUMSTANCES, AND IN NO EVENT, WILL SELLER BE LIABLE FOR PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER LOSS, DAMAGE, COST OF REPAIRS OR INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR LIQUIDATED DAMAGES OF ANY KIND, WHETHER BASED UPON WARRANTY, CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION ARISING IN CONNECTION WITH THE DESIGN, MANUFACTURE, SALE, TRANSPORTATION OR USE OF THE PRODUCT.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this Order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of receiver for Buyer or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer; (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified written demand by Seller or (f) if Seller, in good faith, believes that Buyer's prospect of payment for the Product ordered under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees not to exceed the amount permitted by law, will be added to the balance due and Buyer shall pay all such charges.

REMEDIES OF BUYER: Seller agrees that any of the following shall constitute an event of default: (a) the failure of Seller to perform any term or condition contained herein; (b) Seller's breach of any warranty; (c) the insolvency of Seller or its failure to pay debts as they mature, an assignment by Seller for benefit of its creditors, the appointment of receiver for Seller or for the materials covered by this Order or the filing of any petition to adjudicate Seller bankrupt; or d) the dissolution or termination of existence of Seller. In the event of Seller's default, Buyer at its option may cancel any unexecuted portion of this Order and/or exercise any right or remedy which it may have as described herein. Buyer shall not be entitled to set-off any amounts due Buyer against any amount due Seller in connection with this transaction.

GOVERNING LAW: This transaction shall be governed in all respects by the laws of the State of Georgia (excluding choice of law provisions). All actions, regardless of form, arising out of or related to this transaction or the Products sold hereunder must be brought against Seller within one (1) year after the cause of action has accrued.



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AGREEMENT NON-ASSIGNABLE; BINDING EFFECT: No party shall assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without obtaining the prior written consent of the other party's designated officer or representative to this Agreement. Subject to the foregoing, all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties to this Agreement and their respective heirs, legal representatives, successors and assigns.

SEVERABILITY: If a court in any final, unappealable proceeding holds any provision of this Agreement or its application to any person or circumstance invalid, illegal or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law; but, only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in this Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller's designated officer.

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller, unless accepted by it in a writing signed by the Seller's designated officer. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's Order, which are different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document, and Seller hereby objects thereto. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the Products described herein are shipped or an invoice is presented in connection with the said Products.

NOTICES: All notices, requests, consents, approvals, waivers, demands and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed delivered to the parties (a) on the date of personal delivery against a written receipt, or (b) on the date sent by confirmed telephonic facsimile transmission, or (c) on the first business day following the date of delivery to a nationally recognized overnight courier service, or (d) on the third business day following the date of deposit in the United States Mail, postage prepaid, by certified mail, in each case addressed to the Buyer at the address in the Order or as addressed to Seller's designated officer at the address in Seller's website, or to such other address, person or entity as any party may designate by written notice to the other in accordance herewith:

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller's designated officer. All transactions shall be governed solely by the terms and conditions contained herein.