

**ALASO U.S.A. CORP.**  
**Terms and Conditions**

The following terms and conditions (“Terms”) apply to purchases from Alaso U.S.A. Corp. (“Alaso”), a Florida corporation, by any purchaser (“Purchaser”).

**1. Construction.** Purchaser’s acceptance of, delivery of, or payment for goods and services provided by Alaso shall constitute Purchaser’s agreement to the Terms. Alaso objects to and will not agree to any terms in addition to or different from the Terms, including any terms printed on or contained in a purchase order or other form prepared by Purchaser. Notwithstanding the foregoing, these Terms are in addition to and not in place of terms that may be included in express agreements between Alaso and Purchaser, except that, to the extent the language in the Terms contradicts or disagrees with language in other warranties or agreements, the Terms shall prevail. If any provisions of the Terms shall be found unlawful, void, or for any reason unenforceable by a court of competent jurisdictions, then such provisions shall be deemed modified to the extent necessary to be in accordance with the law or, where such modification is not possible, shall be deemed severable and shall not affect the validity and enforceability of the remaining provisions.

**2. Orders.** No dates specified for delivery shall be construed as guarantees or contracts. Alaso reserves the right to change available products and prices without notice or may increase its prices on any particular order at any time upon notice to Purchaser to reflect any unusual or unforeseen increase in Alaso’s costs, including but not limited to any increase in the cost of materials.

**3. Delivery.** Unless Alaso agrees otherwise in writing, Alaso shall deliver the goods Free on Board (F.O.B) Alaso’s premises (i.e. EXW or Ex Works) or at the point of origin of the goods if the goods are to be shipped directly to Purchaser from a third party. The risk of loss or damage of goods passes to Purchaser upon identification of the goods to the contract between Purchaser and Alaso, whether such identification occurs at Alaso’s facility or some other point of origin. Shipping, delivery, and performance dates are estimates only, and time is not of the essence for Alaso’s obligations. Further, the estimated delivery or performance time shall be extended without liability to Alaso for damages of delay due to the occurrence of an event beyond the control of Alaso, including but not limited to force majeure, casualty, labor trouble, accidents, unavailability of supplies or transportation, or Purchaser’s failure to approve production samples. Alaso may deliver all the goods at one time or in portions from time to time.

**4. Payment.** Unless otherwise agreed in a writing signed by Alaso, full payment is due on or before the final shipment of the goods or performance of the services. Payment is to be mailed to Alaso at 2655 Old Tampa Highway, Lakeland, Florida 33815. Purchaser may not offset or recoup any claim against amounts due to Alaso. Unless otherwise agreed in writing signed by Alaso, all payments shall be in U.S. Dollars.

**5. Taxes.** Alaso’s price does not include any privilege, occupation, personal property, value added, sales, excise, use, or other government taxes in connection with the sale of goods or services hereunder, and Purchaser shall be solely liable for payment of all such government taxes and fees, regardless of whether Alaso invoices Purchaser for them.

**6. Changes.** Alaso shall have the right to make design or engineering changes in its parts, equipment, processes, and methods of manufacturing, but Alaso will not, without Purchaser’s prior approval, make any changes in operational or dimensional specifications that Purchaser submits. Stenographical and clerical errors in price and product quotes are subject to correction.

**7. Indemnity/Hold Harmless.** Purchaser shall defend, indemnify, and hold Alaso and its respective partners, successors, assigns, members, officers, attorneys, participants, shareholders, directors, and personal representatives harmless from and against any losses, damages (including, without limitation, consequential and incidental damages), costs (including, without limitation, attorneys' fees, court costs, and costs of appeal), expenses, judgments, liens, decrees, fines, penalties, liabilities, claims, actions, suits, and causes of action arising, directly or indirectly, from (a) any breach by Purchaser of these Terms or any warranty provided by Alaso or by any other manufacturer or seller; (b) any use by Purchaser of product obtained from Alaso where such use would void or be in violation of these Terms or any warranty provided by Alaso or by any other manufacturer or seller; (c) any products or use of products purchased by Purchaser where any components of the product or system are not original equipment supplied by Alaso or its authorized distributor; (d) any products or use of products purchased by Purchaser where the product was being used or applied for a purpose other than that for which it was designed; (e) any product or use other than those products and uses over which Alaso expressly assumes liability in warranties or other agreements provided to Purchaser; (f) any product that has not been properly maintained; (g) any product that has been improperly modified; (g) accidents or damage caused by disasters, such as fire, flood, wind, or lightning; (h) any defect, failure, or damage to which no Alaso warranty applied or about which Purchaser was aware or should have been aware and failed to report to Alaso in a timely and/or reasonable manner; (i) any claimed unfair competition or patent, trademark, or copyright infringement; (j) any other claim resulting from Alaso’s manufacture of the Product or performance of services to Purchaser’s specifications; or (k) malfunctions and equipment problems resulting from inadequate building construction.

**8. Limitations on Damages.** Alaso and its distributor shall not be liable for damages caused by or related to any of the scenarios referenced in the preceding Paragraph 7.

**9. Review of Deliveries.** Upon delivery of products, Purchaser shall inspect the products within seventy-two (72) hours for any missing items. Failure to inspect and immediately notify Alaso in writing of any missing items within seventy-two (72) of delivery to Purchaser’s designated place of delivery may, in Alaso’s sole discretion, constitute a waiver by the Purchaser for any replacement or reimbursement for missing items. To the

extent the law provides a longer period of inspection that may not be modified by contract, this provision shall be deemed modified to be in accordance with the law regarding the period of inspection available to Purchaser.

**10. Return of Products.** Any returns shall be packaged using a method at least as secure as that used by Alaso in delivering the goods. Purchaser is solely responsible for any damage in transit that is due to incorrect or inadequate packing or packaging or, where Purchaser has arranged the transport, any loss or damage due to transport. If Purchaser returns goods because of a claimed defect, Purchaser agrees that Alaso may charge and Purchaser shall pay the cost of all transport and actual costs and expenses in the event the goods are not defective, as determined in Alaso's sole discretion.

**11. Incorporation of Components.** If any of the goods sold constitute parts or components that are to be incorporated or installed in a product that is manufactured or assembled by or for Purchaser or for a third party, then (a) Purchaser shall obtain, or cause the end-user of the product to obtain, all permits, inspections and licenses required for installation or operation of the product, (b) Purchaser shall cause the product to conform to all applicable laws, ordinances, regulations, codes and standards and (c) Purchaser shall place on the product all safety devices and warnings, and shall furnish to its operator all operating instructions, that are necessary or desirable to prevent any death, personal injury or property damage from being caused by any use or operation of the product.

**12. Resale.** On any resale of the goods by Purchaser, any warranty Alaso has provided herein or separate written warranty concerning the goods purchased by Purchaser shall be void and shall not transfer to the new owner, unless Alaso agrees in writing in advance.

**13. Quantities.** Any claim by Purchaser that Alaso failed to deliver the agreed-upon quantity of goods must be submitted to Alaso in writing within seventy-two (72) hours after Purchaser receives the goods. If Purchaser fails to do so, then it shall be conclusively presumed that the proper quantity was delivered.

**14. Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that Alaso creates or develops in the course of Alaso's design, development or manufacture of the goods or performance of the services and all drawings and specifications that Alaso provides to Purchaser ("Intellectual Property") shall be Alaso's sole property, and Purchaser assigns, and agrees to assign, to Alaso all right, title and interest that Purchaser now has or in the future acquires in the Intellectual Property. Purchaser shall not disclose or use any of the Intellectual Property or any information about Alaso's business, operations or activities, except to the extent necessary for Purchaser to use the goods or services.

**15. Cancellation.** Purchaser acknowledges that all orders are custom-made project and, therefore, Purchaser has no right to cancel its agreement to buy the goods or services from Alaso. If, however, Alaso agrees in writing to permit cancellation,

then Purchaser shall immediately pay to Alaso a cancellation charge in an amount equal to the purchase price (including any tooling charge) less allowances (in amounts that Alaso determines) for (i) the realizable value to Alaso of any standard components that Alaso purchased or ordered before cancellation, (ii) the realizable scrap value to Alaso of the remaining material and tooling that Alaso purchased, fabricated or ordered before cancellation and (iii) any direct labor costs that Alaso saved by reason of the cancellation.

**16. Purchaser's Default.** If Purchaser fails to pay or perform any indebtedness or obligation that Purchaser at any time owes to Alaso, then Alaso may consider Purchaser's failure to be an anticipatory repudiation of any or all outstanding contracts that provide for Alaso to sell goods or services to Purchaser, and Alaso may, without liability to Purchaser, cancel any or all of those outstanding contracts.

**17. Solvency and Security Interest.** If the Purchaser is not required to pay in full on or before shipment, then Purchaser represents that Purchaser is solvent and grants to Alaso a security interest in and right of repossession (without civil or criminal liability, and at Purchaser's expense) of the Products sold, including a purchase money security interest, until full and final payment has been made to and received by Alaso. In the event of a default in payment, the full amount unpaid shall be due and payable upon demand, and Alaso may, at its option, recover the full amount, repossess the goods free from all claims, or treat this contract as void and retain all payments theretofore made as rent for the use of goods. Goods sold are personal property and shall not be deemed a fixture or incorporated into real property by reason of attachment thereto.

**18. No Third-Party Beneficiary.** Any purchase agreement and/or warranty between Alaso and Purchaser shall not create any obligations on the part of Alaso to third parties, and Alaso does not assume or agree to discharge any liabilities except as otherwise expressly provided in this Agreement.

**19. Alaso's Standard Equipment Warranty.** The Alaso's Standard Equipment Warranty, which Purchaser acknowledges and agrees having received and reviewed, is incorporated in the Terms as if fully set forth herein, and shall be considered an integral part of the Terms.

**20. Entire Agreement.** The written agreements, Terms and Standard Equipment Warranty between Alaso and Purchaser embody the entire agreement between the parties, and no separate or inconsistent oral or parol agreements, representations, or inducements shall be binding upon or enforceable against Alaso. The written agreements, Terms and Standard Equipment Warranty may not be modified except in writing signed by all of the parties hereto.

**21. Successors and Assigns.** Agreements and warranties shall be binding upon and shall inure to the benefit of the parties to such agreements and warranties and the respective heirs, administrators, executors, personal representatives, successors, and assigns of the parties.

**22. Waivers.** No written waiver by any party at any time of any breach of any provision of any agreement or warranty shall

be deemed a waiver of a breach of any other provision or a consent to any subsequent breach of the same or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion.

**23. Choice of Law; Exclusive Venue; Personal Jurisdiction; Waiver of Jury Trial.** These Terms, along with any and all contractual agreements between the parties, including, without limitation, any purchase agreements, warranties or purchase orders, shall be governed by and construed exclusively in accordance with the laws of the State of Florida, without regard for that State's choice of law rules. The sole and exclusive venue of any and all claims or actions arising out of or related to any agreements between the parties ("claims") shall be in the state and federal courts of competent jurisdiction in and for Polk County, Florida. Purchaser irrevocably waives any right to transfer venue of claims to any other forum, including on the basis of forum non conveniens. Purchaser irrevocably consents and submits to the personal jurisdiction of said courts for the adjudication of any and all claims, irrevocably waives any right to contest personal jurisdiction and irrevocably waives any right to a trial by jury of any and all claims.

**24. Notice.** All notifications and notices to Alaso shall not be deemed effective unless they are acknowledged by Alaso in writing or are delivered to Alaso at the mailing address 2655 Old Tampa Highway, Lakeland, Florida 33815.