

Terms and Conditions of Sale

1. Applicability of Seller's Terms and Conditions. All orders ("Orders") placed by the entity purchasing goods and services ("Buyer") of Pat's Pump and Blower LLC ("Seller") are expressly conditioned on Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Any acceptance of Seller's offer is expressly limited to acceptance of these Terms and Conditions and Seller expressly objects to any additional or different terms proposed by Buyer. No Buyer purchase order or other form or communication shall modify these Terms and Conditions, nor shall any course of performance, course of dealing, or usage of trade operate as a modification or waiver of these Terms and Conditions. Any order to purchase goods or services shall constitute Buyer's assent to these Terms and Conditions.

2. Quotations. Unless otherwise specified in the quotation, Seller's quotation shall expire ten (10) days from its date and may be modified or withdrawn by Seller before receipt of Buyer's conforming acceptance.

3. Payment and Shipping Terms. Domestic sales are FOB, Seller's factory or other point of shipment designated by Seller. International sales are CIF. Should Buyer qualify for credit payment terms, unless otherwise quoted or acknowledged by Seller, payment terms are net fifteen (15) days from the date of an order. Payment for all goods or services is due and shall be paid according to the terms appearing on the face of the invoice and quotation from Seller. All payments will be made in US Dollars. If Buyer is delinquent in the payment of any invoice, Seller may, in its discretion and without prejudice to its other rights, withhold shipment (including partial shipments) of any order and require Buyer to prepay for further shipments until complete payment has been received. Buyer shall be responsible for all costs related to the collection of past due unpaid amounts. In addition to any prices, Buyer shall pay the amount of any present or future manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, customs duty, inspections or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any government authority, on or measured by the transaction between Seller and Buyer. In the event Seller is required to advance any such tax, fee or charge, Buyer shall reimburse Seller therefor, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted with any exemption certificate or other document acceptable to the authority imposing such tax, fee or charge.

4. Title and Risk of Loss. Title and risk of loss or damage in transit shall pass from Seller to Buyer at delivery, which shall be deemed to occur upon transfer of possession to the first carrier or Buyer's representative (which for these purposes will include Seller if Buyer has arranged for transportation by Seller's personnel) at the delivery point whichever occurs first pursuant to the applicable shipping terms.

5. Delays or Default in Delivery. Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity, epidemics, pandemics, or other similar or dissimilar causes beyond Seller's reasonable control whether or not foreseeable. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver any goods to or perform services for Buyer as agreed.

6. Acceptance. Buyer acknowledges and agrees that the Buyer has 10 calendar days to inspect the goods from the earlier of (i) the time the goods have been picked up by Buyer or their representative, and (ii) the time the goods have been delivered to the destination in the invoice or a place that the Purchaser typically receives goods from Seller. Buyer must notify the Seller if the goods are being rejected as non-conforming goods by providing a Return of Goods Authorization form ("RGA") received by Seller no later than 10 calendar days after receipt of goods as determined above and the RGA must include the invoice and transaction number, the goods that Buyer believes are non-conforming and the details of why Buyer asserts the goods are not conforming. Failure to notify Seller within 10 calendar days will be deemed acceptance of the goods and any subsequent product issue shall be controlled by the product warranty section of these Terms and Conditions. If Seller allows the return of any goods after the 10 calendar day acceptance period, Buyer shall pay a 15% restocking fee to Seller. Conforming products returned are subject to a restocking fee up to 25%.

7. Design and Technical Information. Seller claims proprietary rights in the items and information associated with the Order. Drawings and technical information are issued in confidence for engineering information and mutual assistance only and may not be publicly disseminated, reproduced or used by Buyer without Seller's prior written consent and shall be returned upon the earlier of Seller's written request or when its purpose has been served.

8. Changes; Cancellations. Changes and/or cancellations to existing schedules or orders are subject to Seller's prior written acceptance and reasonable cancellation charges, including all progress billings and reimbursement by Buyer of Seller's incurred direct manufacturing costs, including but not limited to all labor costs and expenses and costs of materials that are not usable by Seller and other non-recoverable costs incurred. Such incurred costs will be determined by Seller and communicated in writing to Buyer.

9. Limited Warranty. Seller's warranty is set forth in Seller's Limited Warranty for the goods or services covered by the Order, as the same is attached hereto or otherwise provided to Buyer. This warranty is Buyer's exclusive remedy and Seller expressly disclaims all other warranties or

representations, whether based on breach of warranty or contract, negligence, strict liability or otherwise, and hereby disclaims any and all express or implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Any description of the goods, whether in writing or made orally, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with Buyer's Order are for the sole purpose of identifying the goods and shall not be construed as a warranty.

10. Limitaton of Liability. The remedies of the buyer set forth in these terms and conditions of sale are exclusive and are its sole remedies for any failure of seller to comply with its obligations hereunder. Notwithstanding any provision in these terms and conditions of sale to the contrary, in no event shall seller be liable in contract, warranty, in tort (including negligence or strict liability), extra-contractually, or otherwise for damage to property or equipment other than products sold hereunder, loss of profits or revenue, loss of use of products or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, claims of customers, of the buyer, or other third parties, or any special, indirect, incidental, or consequential damages whatsoever, regardless of whether such potential damages are foreseeable or if seller has been advised of the possibility of such damages. Seller's total cumulative liability arising from, connected with, resulting from, or related to these terms and conditions of sale whether the claims are based in contract, warranty, in tort (including negligence or strict liability), extra-contractual, or otherwise, shall not exceed the price paid.

11. Remedies. Any lawsuit or legal claim for breach of this order must be brought within one year.

12. Governing Law and Jurisdiction. The laws of the State of Florida, without regard to the conflicts of law principles thereof, shall govern Buyer's order, these Terms and Conditions and all disputes and/or disagreements arising hereunder. Both partes agree and hereby submit to the exclusive jurisdiction and venue of the state or federal courts, in Orange County, Florida, with respect to any and all disputes arising out of or relating to these Terms and Conditions or any of the transactions contemplated hereby; and each party irrevocably submits to the jurisdiction of such court, waives any objection that it may now or hereafter have to the venue or convenience of such forum, and agrees that all such disputes shall be heard and determined in such court.