

**COMPLETE TERMS.** Sales by Geo Ground Solutions (GGS), are governed by these terms and conditions, unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions. This is an offer conditioned on Buyer's acceptance of all, and only, these terms. GGS objects to any different or additional terms. This is the final and complete expression of all terms and conditions of the agreement. Any representations, promises, warranties, or statements that are not contained here are void. These terms and conditions can be modified, waived, or ended only by writing signed by both Buyer and GGS.

**TERMS OF PAYMENT.** Payment is due according to the terms set forth on the invoice, unless the parties agree to other terms. If Buyer fails to pay any sum owed hereunder when due, interest shall accrue to GGS credit on such sum at the rate of 18% APR or the highest rate allowed by law, whichever is lower - minimum monthly charge of \$5. If GGS, in its sole discretion, finds it necessary to employ an attorney to collect any past due sum owed hereunder, it may collect, in addition to any other sum owed hereunder, a reasonable attorney's fee.

**FINANCIAL RESPONSIBILITY.** Any credit terms offered by GGS are available only for so long as Buyer complies with all of its obligations under these terms and conditions, including, without limitation, the provisions requiring timely payment of invoices within stated terms. If credit terms are no longer available, Buyer shall pay cash in advance for all purchases. If GGS shall have any doubt at any time as to Buyer's financial responsibility, GGS, at its option, either may (a) decline to make further shipments except upon receipt of cash in advance or upon giving of other security satisfactory to GGS, or (b) terminate this sale. Nothing in this paragraph is intended to affect the obligation of Buyer to accept and pay for the goods.

**NO DEDUCTION.** Buyer shall not be entitled to deduct from the price invoiced to it by GGS the amount of any claim asserted by Buyer against GGS, unless such claim shall have been allowed, in writing, by GGS. The provisions of the preceding sentence are of the essence of this sale.

**LIMITED WARRANTY.** Goods are warranted to comply with the warranty and specifications of the original manufacturer or producer of the goods. Should any product sold hereunder be found not to meet the foregoing warranty, GGS will take such action as is specified in the warranty of the original manufacturer or producer, or, at GGS election, make a fair allowance therefore. Written notice of any claim under this warranty must be given to GGS within the time specified in the warranty of the original manufacturer or producer, and Buyer must afford GGS a reasonable opportunity to inspect the goods in unaltered condition and evaluate the claims in accordance with procedures specified in the original manufacturer's or producer's warranty.

**NO WARRANTIES EXTEND BEYOND THE FOREGOING WHICH ARE EXTENDED IN LIEU OF AND TO EXCLUSION OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND GGS SOLE RESPONSIBILITY THEREUNDER IS AS STATED. GGS SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR FOR ANY AMOUNT IN EXCESS OF THE PRICE FOR THE GOODS INVOLVED, UNDER THE FOREGOING WARRANTY OR ANY OTHER PART OF THIS AGREEMENT.**

**REMEDIES.** Buyer's remedies shall be limited to replacement by GGS of the goods involved or, at GGS option, return by GGS to Buyer of the purchase price of the goods involved in such breach. Under no circumstances shall GGS be liable to Buyer or any other person for any incidental, consequential, or indirect damages which are suffered by Buyer or any other person whether arising in tort, contract, or otherwise.

**ANY LEGAL ACTION AGAINST GGS FOR BREACH OF THESE TERMS OF SALE, INCLUDING ANY WARRANTIES, MUST BE INSTITUTED WITHIN ONE YEAR AFTER DELIVERY OF GOODS.**

**TITLE AND RISK.** GGS warrants it has and will convey good and marketable title to the goods. Irrespective of any provisions concerning freight or price, title, and risk of loss or damages shall pass to Buyer upon delivery of goods to any carrier, except a motor vehicle operated by GGS, at GGS plant or other shipping point.

**DELIVERY.** GGS reserves the right to route all shipments and may assist Buyer in processing claims against carriers, without incurring liability therefor. Prices stated "FOB. Delivered" include costs of transportation to the "consigned to/ship to" location specified in GGS Pick Ticket/Bill of Lading. Any increase in delivery costs resulting from Buyer's instructions to the carrier and any extra costs of utilizing substitute methods of delivery, when the intended type of carrier or loading or unloading facilities become unavailable, shall be for Buyer's account.

**DELAYS.** In the event GGS is unable to ship the ordered goods because of fire, flood, windstorm, or other act of God, labor or civil disturbance, shortage of raw materials, failure of timely delivery by GGS suppliers, energy or transportation shortages, or any other cause whether or not similar to the causes listed above, beyond GGS reasonable control, GGS reserves the right to cancel the affected order without any liability to Buyer whatsoever. In no event shall GGS be obligated to purchase material from others to enable GGS to deliver goods to Buyer hereunder.

**DEFAULT.** Buyer will be in default if (a) Buyer fails to pay to GGS any Amount when due under this agreement, (b) Buyer fails for a period of five days after receiving written notice from GGS to fulfill or perform any provisions of this agreement (other than the prior provision relating to due date of payments), (c) Buyer becomes insolvent or bankrupt, or a petition therefor is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (d) Buyer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Buyer's assets are attached or seized under legal process and not released within 30 days thereafter.

Upon Buyer's default, GGS may, at its option, without prejudice to any of its other rights and remedies, and without demand for payments past due, (a) make shipments subject to receipt of cash in advance, (b) terminate this agreement and declare immediately due and payable the obligations of Buyer for products previously shipped, notwithstanding any other provision in these terms and conditions, (c) demand reclamation, and/or (d) suspend any further deliveries until the default is corrected, without releasing Buyer from its obligations under this agreement. In any event, Buyer shall remain liable for all loss and damages sustained by GGS because of Buyer's default, including, but not limited to collection fees, reasonable attorneys fees, and interest at the lower of 1.5% per month or the highest Amount allowed by applicable law.

**TAXES.** All sales, excise, or other forms of taxes levied against this transaction shall be paid by Buyer over and above all other sums Buyer may be or may become obligated to pay hereunder.

**MUTUALITY.** All debts and obligations of Buyer and GGS to each other are mutual and subject to setoff.

For purposes of this paragraph, "Buyer" and "GGS" shall be deemed to include each party's respective subsidiaries and affiliates which directly or indirectly control or are controlled by that party through 100% equity ownership.

**GOVERNING LAW.** All transactions between the parties hereto including the respective rights, duties and obligations of each, shall be construed and determined in accordance with the laws of the State of Washington. The parties hereby agree any controversy resulting in legal action must be brought in a court of appropriate jurisdiction in Lakewood (Tacoma), Washington. In any legal action, including collection, the prevailing party shall be entitled to an award of its costs and expenses, including attorney fees.