

## TERMS AND CONDITIONS OF PURCHASE

W7 Global, LLC ("Buyer") agrees to purchase the goods and equipment from Seller specified in the purchase order submitted to Seller ("the goods"), at the price and upon the special terms specified therein, subject to the following standard terms and conditions of purchase:

1. **Terms.** Buyer hereby offers to purchase from Seller the goods subject to these terms and conditions. Acceptance of this offer must be made on its exact terms. These Standard Terms and Conditions of Purchase, together with information contained on the purchase order submitted to Seller that references these Terms and Conditions ("the Purchase Order"), and any additions or revisions mutually agreed to in writing by Buyer and Seller shall constitute the entire agreement and understanding of Buyer and Seller with respect to the purchase of the goods, superseding all prior and/or written understandings relating thereto and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade or course of performance. If Seller's order acknowledgement, invoice or any other communication from Seller contains provisions inconsistent with the provisions hereof, the Purchase Order submitted to Seller and these terms and conditions shall prevail and Buyer hereby notifies Seller of its objection to and rejection of any such terms and conditions stated by Seller that are in conflict with or inconsistent with, or in addition to, those contained in the Purchase Order and these terms and conditions.
2. **Acceptance.** Seller's (a) failure to object within ten (10) days to any terms contained in the Purchase Order and terms and conditions of purchase; or (b) commencement of performance shall constitute Seller's acceptance of all terms contained in the Purchase Order and terms and conditions of purchase. If Seller's acceptance is by commencement of performance, Buyer reserves the right to treat its offer as having lapsed before acceptance unless Buyer is notified of such acceptance within a reasonable time.
3. **Price.** The price of the goods is specified on the Purchase Order and may not be changed without the prior written consent of Buyer. Unless otherwise stated in the Purchase Order, all prices are FOB destination. No additional charges of any type shall be added without Buyer's written consent. Seller warrants that any prices, rates, discounts and allowances (collectively, "pricing") on goods are not less favorable than those extended to any other customer of Seller for similar goods under reasonably similar circumstances. In the event that Seller provides any more favorable pricing to any other of its customer during the term of the Purchase Order, Seller shall promptly notify Buyer of such pricing and immediately extend such pricing to Buyer.
4. **Terms of Payment.** Unless Buyer otherwise agrees in writing, Buyer shall pay all amounts due for goods within forty-five (45) days after the later of (a) Buyer's receipt of Seller's invoice or; (b) Buyer's acceptance of the goods. No interest charges or other penalties for late payment may be assessed by Seller without the prior written consent of Buyer. Buyer, at its option, may pay in advance of inspection and acceptance of the goods without prejudice to any rights hereunder. C.O.D. shipments will not be accepted; items so tendered will be returned at Seller's expense. Buyer may withhold or set off from any amounts otherwise due to Seller, any amounts owed by Seller to Buyer.
5. **Shipping and Delivery.** Unless Buyer otherwise agrees in writing, all goods (and all materials, parts and components) shall be in new and unused condition. No substitutions shall be allowed without the prior written consent of Buyer. Seller shall be responsible for packing, shipping, and safe delivery of all goods and shall bear all risk of damage or loss until the goods are delivered to, and accepted by, Buyer. Time is of the essence. Delivery must be made in accordance with the schedule set forth in the Purchase Order. In the event of failure to make timely delivery, Buyer shall have the right, upon written notice to Seller, to terminate the Purchase Order in its entirety as to goods not delivered on time, and Buyer shall have no liability for any damage resulting from such termination. Buyer may return or store, at Seller's expense, any goods delivered more than ten (10) days in advance of the delivery date specified for such goods. If accelerated shipping means are required to meet the delivery schedule set forth herein, or to minimize the lateness of delivery, excess shipping charges shall be borne by the Seller. Buyer reserves the right to refuse delivery in installments, and, if accepted, to defer payment without interest or penalty until shipment is completed.
6. **Inspection.** Except as otherwise stated herein, title to the goods shall remain with Seller until acceptance by Buyer hereunder. Goods and Services are subject to Buyer's inspection, testing and acceptance. The parties agree and anticipate that said inspection, testing and acceptance may take place within a reasonable time after delivery either at the destination or at another place to be determined by Buyer. If any of the goods are found within a reasonable time after delivery to be not in conformity with the requirements of the Purchase Order, Buyer may reject all or any portion of the goods. Upon rejection or revocation of acceptance of any goods, Buyer may return such goods to Seller, at Seller's risk and expense, for replacement, repair or credit at Buyer's option; and (ii) Buyer shall have a security interest in goods in its possession or control for any payments made on their price, and any expenses reasonably incurred in their inspection, receipt, transportation, care and custody, and may hold and resell such goods, and such resale shall be without prejudice to any other remedies or rights of Buyer against Seller. Buyer's payment to Seller for the goods shall not constitute acceptance of the goods. FAILURE OF BUYER TO REJECT ANY GOODS OR SERVICES SHALL NOT CONSTITUTE A WAIVER OF ITS LEGAL RIGHTS (INCLUDING RIGHT TO REVOKE ACCEPTANCE) IF BUYER SUBSEQUENTLY DISCOVERS SUCH GOODS ARE DEFECTIVE OR NONCONFORMING. ANY PREVIOUS ACCEPTANCE BY BUYER OF SIMILAR GOODS SHALL NOT CONSTITUTE A WAIVER OR DEFENSE HERUNDER.
7. **License.** If the goods include any generally available software of Seller, Seller hereby grants to Buyer a worldwide, perpetual, irrevocable, royalty free, non-exclusive right to license to use, copy, make derivative works, distribute, perform, display and otherwise exploit any such software as a part of the goods. To the extent that the good are produced to the specifications of Buyer, Seller hereby assigns and agrees to assign to Buyer any and all deliverables and results from the work performed hereunder, including, without limitation, all right, title and interest in and to any patent, copyright, trademark, trade secret or any other intellectual and proprietary rights therein. Seller agrees to take any further actions as deemed necessary by Buyer to perfect such rights.
8. **Warranties.** Seller warrants that all goods shall be: free from defects in design, materials and workmanship; of

- merchantable quality; in full conformity with all specifications, drawings, samples, models, diagrams, bulletins, engineering sheets or other materials relating to the goods provided by Seller to Buyer; and fit and sufficient for their intended purposes. Seller also warrants that it is conveying to Buyer clear and marketable title to all goods, free from any liens, encumbrances or other defects in title; and all goods do not violate or infringe upon any third party intellectual property or other rights or interest of any nature whatsoever. Said warranties shall be in addition to any other warranties offered by Seller and shall survive any inspection, acceptance, delivery, payment for the goods and termination of the Purchase Order and shall inure to the benefit of Buyer, its successors, assigns and customers. Nothing herein shall limit any other warranties express or implied, available to Buyer under applicable law.
9. **Compliance.** Seller certifies that all goods comply with all applicable national, international, federal, state, provincial or local laws, regulations and ordinances, including, without limitation, those dealing with the environment, health and safety, employment, records retention, personal data protection and the transportation or storage of hazardous materials. The Seller certifies that it follows Good Manufacturing Practices and quality regulations to the extent applicable.
  10. **Limitation of Liability.** IN NO EVENT SHALL BUYER HAVE ANY LIABILITY TO SELLER ARISING OUT OF OR IN CONNECTION WITH THE GOODS, THE TRANSACTIONS CONTEMPLATED HEREBY, OR SELLER'S OR BUYER'S CONDUCT OR ACTIONS IN RELATION TO ANY OF THE SAME OR TO EACH OTHER IN AN AMOUNT IN EXCESS OF THE PURCHASE PRICE FOR THE GOODS WHICH GIVE RISE TO BUYER'S LIABILITY. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH THE PURCHASE ORDER.
  11. **Indemnification.** Seller agrees to indemnify, hold harmless and defend Buyer (and its officers, directors, employees, subsidiaries, affiliates, successors and agents) from and against any and all judgments, liabilities, damages, losses, expenses and costs (including, without limitation, court costs and attorneys' fees) which relate to or arise out of (a) Seller's design, manufacture, assembly, use, handling, sale or distribution of the goods; (b) the performance of Purchase Order by seller, its employees or agents, whether on or off seller's premises; (c) seller's breach of any representation, warranty or obligation hereunder; (d) seller's actual or threatened violation of any law, rule or regulation of any governmental authority or agency; or (e) any act, omission or negligence of seller, its employees or agents with respect to the performance of seller's obligations to any third party. This indemnity will survive Buyer's acceptance of and payment for the goods hereunder and the termination of the Purchase Order. This indemnity will not be limited in any manner whatsoever by insurance coverage maintained by seller.
  12. **Reproduction of Documentation.** Buyer shall have the right, at no additional charge, to use, reproduce and/or incorporate in Buyer's literature all or portions of Seller's applicable literature, including, without limitation, operating and maintenance manuals, technical publications, prints, drawings, training manuals and other similar supporting documentation and sales literature. Seller agrees to advise Buyer of any updated information relative to the foregoing literature and documentation with timely written notice.
  13. **Proprietary Information.** All information obtained by Seller from Buyer or learned by Seller in connection with this Purchase Order or performance hereunder or relating in any way to Buyer's business shall be received in confidence and remain in the property of Buyer, and shall be used and disclosed by Seller only to the extent necessary for the performance hereunder.
  14. **Termination.** In the event of Seller's breach of any provision hereof, Buyer shall have the right to terminate the Purchase Order at any time without any liability. Buyer shall have the right to terminate the Purchase Order, at any time, without liability, upon written notice.
  15. **Additional Remedies.** Any failure of Seller to comply with the Purchase Order whether or not material shall constitute a breach hereof. In the event of any such breach, and in addition to any other remedies set forth herein, Buyer reserves the following rights against seller: (a) to terminate and reject as much of Seller's performance that is nonconforming, or at Buyer's option, to terminate the whole order; and recover so much of the price as has been paid with respect to such termination or rejection; (b) to make covering purchases at Buyer's expense of any nonconforming goods and to recover the cost thereof; (c) to recover all incidental and consequential damages as defined by UCC §2-715, as adopted by the State of Indiana, and (d) to recover from Seller the amount of any damage, injury or loss to Buyer resulting from any breach of warranty as to the goods, any breach of the price or delivery terms hereof, or any other breach of any other terms of the Purchase Order. The remedies herein specifically reserved shall be cumulative and in addition to any other remedies provided in this Purchase Order or by law or equity.
  16. **Assignment.** Seller's rights and obligations hereunder may not be assigned or otherwise transferred without Buyer's express written consent.
  17. **Modification.** The Purchase Order may not be amended except by written agreement of Seller and Buyer expressly referring hereto.
  18. **Dispute Resolution.** The Parties hereto acknowledge that the subject matter of this Contract bears a reasonable relation to the State of Indiana and agree that the laws of Indiana shall govern their rights and duties hereunder. Each party consents to submit to the jurisdiction of the Courts of the State of Indiana, and each party agrees that proper venue for any dispute shall be in the Courts of Clark County, State of Indiana.
  19. **Severability.** If a court holds that one or more provisions of the Purchase Order is invalid, unenforceable, or void, then that ruling will not affect any other provisions of the Purchase Order and all other provisions will remain in full force and effect.
  20. **Effect of Termination/Expiration.** All obligations or duties contained in the Purchase Order, which, by their nature or effect are required or intended to extend beyond expiration or termination of the Purchase Order shall survive the expiration or termination of the Purchase Order.