Terms of Sale

Dewall Industrial Technologies, LLC (“Dewall”), is focused on utilizing cutting-edge technology to bring best-in-class products to industrial sector clients world-wide. These Terms and Conditions shall govern our relationship. Dewall strives to put its customers first and for 100% customer satisfaction. Thank you for your continued business and support.

Applicability/Order Accepted by Seller: These Terms of Sale (these “Terms“) are the only terms which govern the sale of the goods (“Goods“) by Dewall, its subsidiaries, successors, and permitted assigns (“Seller“) to any customer (“Buyer“), unless a written contract signed by both parties is in existence covering the sale of the Goods and is expressly incorporated by reference in these Terms. Any quotation, invoice, packing slip, order acknowledgement or the like issued by Seller (the “Sales Confirmation” and these Terms (collectively, this “Agreement“) comprise the entire agreement between the parties, and supersede any and all prior agreements. These Terms prevail over any of Buyer’s general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. All orders received from Buyer are subject to acceptance in accordance with Seller’s Sales Confirmation. All orders accepted by Seller cannot be cancelled or modified by Buyer except with Seller’s written consent and upon terms that will indemnify Seller against loss, including, without limitation, compensation for all costs of performance incurred by Seller through cancellation or modification. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms. These Terms apply to the exclusion of all and any terms or conditions which are implied by trade, custom, practice or course of dealing.

No services of any type are provided by Dewall under these Terms. Buyer expressly acknowledges and agrees that it has not received, is not purchasing and is not relying on any advice, information, engineering, consulting or other services from Dewall in entering into any transaction for the purchase of Goods from Dewall.

Delivery: The Goods will be delivered within a commercially reasonable time after the receipt of Buyer’s purchase order. Shipping dates are approximate only and are subject to change. Seller shall not be liable for any delays, loss, or damage in transit. Unless otherwise agreed in writing by the parties, Seller shall deliver the Goods FOB to any location, which may include Buyer’s dock, Seller’s Dock, or Buyer’s shipping agent as requested by Buyer, (the “Delivery Point”), using Seller’s standard methods for packaging and shipping such Goods and, unless Seller has made other arrangements with Buyer, Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point. All goods will be shipped via the most cost-effective means of transportation under the circumstances, unless Buyer indicates otherwise. In the event Buyer requests expedited shipping and handling, Seller shall comply provided Buyer pays all reasonable expediting and increased shipping fees and expenses. If Buyer provides no routing instructions, Seller shall be the sole judge of the best method of routing shipment. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order. Seller reserves its right to require different Delivery terms for any particular transaction upon prior notice to Buyer.

Non-Delivery: The Seller shall not be liable for any claimed non-delivery of Goods (even if caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-delivery within twenty (20) days of the date when the Goods would in the ordinary course of events have been received. Any liability of Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

Title and Risk of Loss: Title and risk of loss passes to Buyer immediately upon delivery of

the Goods at the Delivery Point.

Inspection and Rejection of Nonconforming Goods: Buyer shall inspect the Goods within ten (10) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in Seller's Sales Confirmation. If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods. If Seller exercises its option to replace Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer at Seller's expense, the replaced Goods to the Delivery Point. Buyer acknowledges and agrees that the remedies set forth in this Section are Buyer's exclusive remedies for the delivery of Nonconforming Goods.

Price: Buyer shall purchase the Goods from Seller at the Price[s] set forth in Seller's Sale Confirmation. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets. In the event of Buyer caused shipment delays including, without limitation, where Buyer requests delay in shipment or Buyer does not perform inspection Buyer requires before shipment, Seller shall have the option of billing for goods when ready for shipment. If material is not ordered out within sixty (60) days after goods are ready, Seller will have the option of billing storage charges.

Payment Terms/Invoicing: Buyer shall pay all invoiced amounts due to Seller within the payment terms noted on Seller's invoice and shall remit to Seller's "Remit To" address (or to Seller's designated bank account) in U.S. dollars. Buyer shall pay a service charge on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all such service charges as well as for all costs and expenses incurred by Seller in collecting any late payments invoiced by Seller, including, without limitation, Seller's reasonable attorneys' fees (in jurisdictions where law mandates a stated rate of attorney's fees, same shall be 30% of the outstanding balance, or less if fee actually charged is less). In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder. Buyer may not withhold payment of any amounts due and payable as invoiced by Seller by reason of any set-off of any claim or dispute with Seller.

Warranty: All warranties with respect to Goods not manufactured by Seller shall be limited to their respective warranties of the manufacturers thereof, if any, which Seller may be permitted to pass on to Buyer. The effects of corrosion, erosion, misuse, improper installation neglect and normal wear and tear are specifically excluded from Seller's warranty. **ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY WARRANTIES OF MECHANTABILITY AND FITNESS FOR A PARTICULAR USE ARE HEREBY DISCLAIMED. SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW, THE FOREGOING EXPRESSES ALL OF SELER'S OBLIGATIONS AND LIABILITIES WITH RESPECT TO THE PRODUCTS AND SERVICES FURNISHED BY IT HEREUNDER.**

Limitation of Liability: In no event shall Seller be liable for any consequential, indirect, incidental, special, exemplary, or punitive damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of these terms, whether or not the possibility of such damages has been disclosed in advance by Buyer or could have been reasonably

foreseen by Buyer, regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall Seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the affected Goods sold by Seller to Buyer.

Compliance with Law: Buyer shall comply with all applicable international, U.S., state or local laws, regulations and ordinances ("Laws"), including but not limited to intellectual property, privacy, data security, environmental, export/import, and taxation Laws. Buyer hereby agrees to defend, indemnify and hold Seller harmless from any and all related claims, suits, damages, investigations, or losses, of whatever kind or nature without limitation (including reasonable attorneys' fees and costs of suit), arising from or related to Buyer's non-compliance with Laws or breach of these Terms.

Export Controls: The Goods covered by this invoice may be subject to export control laws. Buyer shall not knowingly sell, export, transfer or dispose of, whether directly or indirectly, the Goods by these Terms to countries, destinations, or end users that are prohibited under law. Further, Buyer shall not commit to any order placed by or for any firm which is disallowed under applicable law. Any orders originating from, or which will result in delivery to prohibited individuals or entities located within or controlled by any country subject to restrictions under export control laws, may not be filled without the prior authorization and approval of the relevant government.

Termination: In addition to any remedies that may be provided under these Terms, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer (i) fails to pay any amount when due under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or if any governmental authority imposes anti-dumping or countervailing duties or any other penalties on Goods.

Waiver: No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Force Majeure: The Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by an event or circumstance that is beyond the reasonable control of Seller, without Seller's fault or negligence, and which by its nature could not have been foreseen by Seller including but not limited to, acts of God or the public enemy, government actions, floods, fire, earthquakes, war, terrorist acts, civil unrest, national emergency, labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or telecommunication breakdown or power outage.

Assignment: Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section is null and void. No permitted assignment or delegation shall relieve Buyer of any of its obligations hereunder. No third parties have or shall be deemed to have any rights under or in connection with these Terms.

Governing Law: All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule.

Submission to Jurisdiction: Any legal suit,

action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America located in Minnesota, or the courts of the State of Minnesota, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.

Severability: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Amendment and Modification: These Terms may only be amended or modified in a writing, which specifically states that it amends these Terms and is signed by an authorized representative of each party.