



TERMS AND CONDITIONS OF SALE

Acceptance of Orders: The following Terms and Conditions shall apply to all purchase orders from any person, body, or corporate entity which purchases or orders goods and services, herein called the "Buyer", from Lattice Materials, herein called the "Seller". No terms stated by the Buyer shall be binding upon the Seller unless accepted in writing by a duly authorized officer of the Seller.

Any order made by the Buyer is not binding on the Seller until accepted by the Seller in writing. The Seller reserves the right, in its sole discretion, to decline any order or part thereof. Any order or part thereof not accepted is deemed cancelled.

Changes or Cancellation of Orders: purchase order changes of Buyer, effected subsequent to acknowledgment of Buyer's purchase order by Seller, will not be considered effective until mutual agreement has been reached in writing between Buyer and Seller concerning the effect of said changes on price, delivery, or other terms and conditions of sale. An order accepted by the Seller cannot be canceled without the Seller's prior written consent. No application for cancellation or delay in delivery will be considered unless made by the Buyer in writing to the Seller. The Seller will consider an application for cancellation or delay in delivery in its sole discretion; however, the Buyer will be responsible for a cancellation charge of 15% of the price of the canceled products, plus the amount of all direct and indirect costs incurred by the Seller with respect to the canceled order, including without limitation those incurred after receipt of any written cancellation notice.

Prices: Unit prices apply only to the specific quantities and delivery schedule as set forth in the Seller's order acknowledgement. Any variation in quantity, specifications and/or rate of delivery may necessitate a revision in unit price. Unless the Seller expressly advises in writing, the price for any goods and/or services does not include the cost of delivery and all costs, charges or expenses incurred by the Seller in relation to delivery are payable by the Buyer. Prices shown do not include Federal, State or Local taxes. Applicable taxes will be included at the time of invoice.

Payment: The Seller will invoice the Buyer on shipment of goods. Unless otherwise agreed in writing by the Seller, payment by the Buyer to the Seller will be made per the agreed payment terms. Payment terms may be granted by the Seller, at its sole discretion. The standard payment terms are Net30 unless otherwise agreed in writing. In cases where credit is not established satisfactorily, or financial information is not available, the terms are cash in advance or C.O.D. at Seller's option. If Buyer becomes delinquent in payments to Seller, or refuses to accept C.O.D. shipments, then Seller has the right, in addition to any other remedy to which it may be entitled in law or equity, to cancel the sales order, refuse to make further deliveries, and declare due and payable immediately all unpaid amounts for goods previously delivered to the Buyer. Each shipment shall be considered a separate and independent transaction and payment thereof shall be made accordingly.

Shipment and Delivery: The delivery date is our best estimate of the time at which Product will be shipped from our factory, but Seller assumes no liability for loss, damage, or consequential or other damages due to delays. In the event of any such delay or failure in performance, Seller shall have such additional time within which to perform its obligations under this purchase order



as may reasonably be necessary under the circumstances; and Seller shall also have the right, to the extent necessary in

Seller's reasonable judgment, to apportion fairly among its various customers in such manner as Seller may consider equitable Seller's products then available for delivery. If, as a result of any such contingency, Seller is unable to perform under this purchase order in whole or in part, then, to the extent that it is unable to perform, this purchase order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion of this purchase order, if any.

The Seller's standard Incoterms are FOB Bozeman MT unless otherwise agreed in writing. The Seller will arrange delivery of goods purchased by the Buyer to the Buyer's specified location using the Buyer's desired method of shipment unless otherwise agreed in writing.

The Seller reserves the right to withhold shipments if the Seller, in its sole discretion, considers that the financial condition of the Buyer so warrants and such action is advisable to protect the Seller's interests; or if the terms of payment for any goods or services are not strictly adhered to by the Buyer.

Excusable Delay: Seller shall not be liable for any damages, delay or non-delivery or partial delivery of Product due to any of the following causes beyond the reasonable control of the Seller or any similar or dissimilar circumstances not herein enumerated, which shall prevent Seller from producing, or making delivery of, the product in its usual course of business whether occurring at Seller's plant, in the course of transportation, at the loading ports, elsewhere, including but not limited to war, warlike operations, revolution, rebellion, civil commotion, riots, acts of public enemies, arrests, strikes for lockouts, labor troubles, disturbances or disputes, interruption, stoppage or shortage of fuel or power supply, explosion, epidemics, quarantines, fire, tempests, inundations, earthquakes, perils of the sea, act of God, accidents or breakdowns of machinery or equipment occurring in the manufacture, storage, loading transportation or unloading of the product, restraint of government authorities, any act of the government of the Buyer or Seller, or partial or total embargo or boycott or shortages of raw materials available to Seller from its regular supplier.

Return of Goods: To the fullest extent permitted by law, no goods will be returned to the Seller unless: prior authorization has been given by the Seller and an RMA number has been issued; the correct invoice number is quoted on the Buyer's return docket; the reason for return is clearly stated on the Buyer's return docket.

Termination by the Seller: Without prejudice to any of its other rights, powers or remedies, the Seller may cancel any order and terminate any contract governed by these Conditions if: the terms of payment for any goods delivered to the Buyer by the Seller have not been strictly adhered to by the Buyer; the Buyer defaults under any of its obligations under these Conditions; or if the Buyer becomes insolvent, commits an act of bankruptcy or, being a company, a liquidator, provisional liquidator, receiver, receiver and manager, administrator or official manager is appointed in respect of the Buyer, a mortgagee goes into possession of the Buyer's assets or business, an application is made to appoint a liquidator or to have the company wound up, the Buyer is made subject to the supervision of a court or enters into a scheme of



arrangement with its creditors or if anything analogous occurs in respect of the Buyer, in which case, the Seller will be released from all liability under the Contract.

The Seller will be entitled to payment for all goods and services delivered up to the effective date of termination. Termination of a Contract is without prejudice to the rights of the Seller accruing up to the date of termination.

Intellectual Property: The supply of goods and services to the Buyer does not constitute a transfer of any intellectual property rights in the goods or services or any part thereof.

Remedies: Seller shall not be liable for any damages, direct or indirect costs, expenses, cover remedies, or any other form of loss alleged by Buyer, irrespective of any delay on delivery, failure to deliver, or alleged non-performance or mis-performance on Seller's part.

Notwithstanding any other provision herein, Seller's liability on all claims of any kind, whether based on contract, indemnity, (including, without limitation, intellectual property infringement), warranty, tort (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from this purchase order, or from the performance or breach thereof, or from all services and products covered by or furnished under the order, shall in no case exceed the price of the specific Seller service or product which gives rise to the claims. In no event will Seller be liable for special, incidental, punitive, exemplary or consequential damages, however caused, including, but not limited to, loss of profits or revenue, or claims of customers of Buyer for such damages.