



Terms and Conditions

Terms of Payment

Net 30 days, unless otherwise specified.

Past Due Accounts

Past due accounts are subject to interest charges at the maximum legal rate.

Pricing

All orders are accepted upon the conditions that prices prevailing at the time of shipment will apply.

Taxes

All Seller's prices are exclusive of any state, federal or other sales or use taxes. Any such charges which are required to be paid by Seller will be added to the invoice.

Order Cancellation/Return of Material

Any order once and accepted by Seller can be cancelled only with Seller's consent and conditions and upon terms which will indemnify it against any loss.

Credit and Payment

In case any bill shall not be paid when due or upon Buyer's breach of or default in any term or condition of this or any other contract with Seller, all sums owing under this and any other contracts between Buyer and Seller shall, at the option of Seller or its factor, at once become due, irrespective of the terms of sale and Seller may defer delivery under this and such other contracts until such sums shall be paid and for reasonable time thereafter.



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Delivery and Tender

Where goods are sold otherwise than F.O.B. destination, delivery to any carrier customarily used by the public, or to Seller's own truck, shall constitute delivery to Buyer, and in the absence of shipping or any other necessary instruction, the mailing of an invoice shall constitute tender of delivery, all subject to Seller's rights hereunder and as an unpaid vendor. Goods invoiced and held by Seller for whatever reason shall be held at Buyer's risk and expense.

Delay in Delivery

Seller shall not be liable for non delivery, nor for any delay in delivery of all or any part of the merchandise due to accident, strikes, fire, war, government regulations and any other conditions or causes of the like or unlike nature beyond the control of the Seller.

Claims and Allowances

Seller shall not be liable for normal manufacturing defects nor for customary variations from quantities or specifications nor for defects resulting from imperfections in raw materials over which Seller has no control. If Buyer claims goods are defective in quality, they must be promptly and properly offered to Seller for examination. If Buyer fails to make such goods available for examination, Buyer shall not be entitled to make any claim with respect to such goods.

Warranty and Liability

Seller warrants that all articles or products agreed to, and acknowledged, shall be free from defects in material and manufacture under the terms set forth herein. It is the Buyer's responsibility to thoroughly test all articles or product in the specific application to determine its performance, effectiveness and safety. Seller shall not be liable for incidental, consequential or punitive damages, including, without limitation, loss of goodwill, profits or



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revenue, loss of the use of this product or any associated equipment, downtime costs, or claims of any party dealing with the Buyer for such damages, resulting from the use of this product or arising from breach of warranty or contract, negligence, or any other legal theory.

Entire Agreement

This contract constitutes the entire agreement between the parties, and it cannot be orally changed modified, amended or discharged in whole or in part. Any change, modification amendment or discharge to be effective must be in writing signed by an officer of the Seller authorized to modify this contract.

Limitation of Proceedings

No action or arbitration of any kind may be commenced against Seller more than (1) year from the date Buyer's claim or causes of action against Seller first accrued.

Arbitration

Any controversy or claim arising under or in relation to this order or contract, or any modification thereof, shall be settled by arbitration . Such arbitration shall be held in the City of Fort Collins in accordance with the laws of the State of Colorado, as the party first referring the matter to arbitration shall elect and the parties consent to the jurisdiction of the Supreme Court of the State of Colorado and further consent that any process or notice of motion or other application to the court or a judge thereof may be served with or without the State of Colorado by registered mail or by personal service, provided a reasonable time for appearance is allowed.

Patent and Trademark

Buyer agrees to protect and indemnify Seller against any loss or claim arising from infringement of patents or trademarks resulting from use at Buyer's request of any patents, trade name, trademark symbols or tickets placed upon goods or wrappers.