

## JARRAFF INDUSTRIES, LLC TERMS AND CONDITIONS

1. Description of Goods. Jarraff Industries, LLC, dba Jarraff by Prinoth (hereinafter "Jarraff by Prinoth"), shall transfer ownership and deliver possession to Purchaser, and Purchaser shall pay for and accept the equipment and accessories described above (Equipment).

2. Identification of Goods. Identification of the Equipment shall not be deemed to have been made until Jarraff by Prinoth has set aside and appropriated the Equipment for delivery to the Purchaser.

3. Payment. Purchaser agrees to these Terms and Conditions and to pay the total purchase price and the amounts due at the time of Jarraff by Prinoth's acceptance of Purchaser's purchase order. All payments are to be made in United States Dollars by wire transfer, certified check or personal check as requested by Jarraff by Prinoth. If any payment is not received as called for, all amounts due and owing will bear interest from that date at a rate of eighteen percent (18%) per annum compounded annually. If Purchaser makes some but not all of the payments due and owing to Jarraff by Prinoth, Jarraff by Prinoth has no obligation to sell the Equipment to the Purchaser and all amounts previously paid to Jarraff by Prinoth may be retained by Jarraff by Prinoth as liquidated damages. Retention of such amounts, however, shall not be a limitation on any remedy Jarraff by Prinoth may have due to Purchaser's breach of the provisions of these Terms and Conditions.

4. Time of Delivery. Purchaser shall have the right to specify the date the Equipment is delivered, but in no event shall that date be earlier than acknowledged by Jarraff by Prinoth in accepting Purchaser's order. Jarraff by Prinoth reserves the right to deliver the Equipment in a single lot or in multiple lots, but in any event Jarraff by Prinoth shall deliver all of the Equipment on or before the indicated delivery date. The Equipment shall be shipped by a common carrier to the address indicated for delivery on the purchase order from the indicated shipment address. The Equipment may make one or more stops, and may pass from the possession of one common carrier to another during transport from the shipment address to the delivery address.

5. Delivery Terms. All Equipment shall be sold FOB seller's (typically Jarraff by Prinoth's) dock. Purchaser shall assume all risk of loss, damage to or caused by, the goods or Equipment furnished hereunder, upon shipment leaving Jarraff by Prinoth's facilities or any other manufacturer's facilities, including but not limited to losses or damage arising from unloading, storage, handling, or use except as otherwise provided herein.

6. Notification of Delivery. As soon as the Equipment has been provided to a common carrier for shipment to the delivery address, the Jarraff by Prinoth will send a notification to Purchaser of that fact, including an indication of the dates and times at which Purchaser may take delivery of the Equipment at the delivery address.

7. Warranty and Returns. The only warranty Jarraff by Prinoth makes with respect to the Equipment is contained in the separate warranty provided to Purchaser at the time of purchase and available at [www.jarraff.com](http://www.jarraff.com). All returns are subject to Jarraff by Prinoth's Returns or Rejected Goods Policy available at [www.jarraff.com](http://www.jarraff.com).

8. DISCLAIMER OF WARRANTIES. PURCHASER, IN FURNISHING SPECIFICATIONS TO JARRAFF BY PRINOTH, AGREES TO HOLD JARRAFF BY PRINOTH HARMLESS AGAINST ANY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE THAT ARISE OUT OF COMPLIANCE WITH THESE SPECIFICATIONS.

JARRAFF BY PRINOTH MAKES NO WARRANTY OF MERCHANTABILITY FOR THE EQUIPMENT AND PURCHASER AGREES TO ACCEPT THE EQUIPMENT WITHOUT ANY WARRANTY OF MERCHANTABILITY. JARRAFF BY PRINOTH FURTHER MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

9. Right of Inspection. Purchaser shall have the right to inspect the Equipment at the time and place of delivery and will be deemed to have accepted the Equipment no later than five (5) days after delivery of the Equipment. The Purchaser shall only be permitted to reject product based upon defects in the condition or performance of the Equipment. Purchaser must submit a Return Material Authorization ("RMA") Report and obtain an RMA number as required in Jarraff by Prinoth's Returns or Rejected Goods Policy available at [www.jarraff.com](http://www.jarraff.com). If Purchaser fails to inspect the Equipment at the time of delivery, Purchaser shall be deemed to have waived the right to inspect the Equipment. After the Purchaser has inspected the Equipment or the right of inspection has been waived Purchaser shall not be permitted to revoke acceptance or later reject the Equipment for any reason and must immediately pay for the Equipment.

10. Exclusive Remedies of Purchaser. The exclusive remedies of Purchaser under this Agreement are, in the case of any breach by Jarraff by Prinoth other than tender of non-conforming goods, to return the goods and receive repayment of the price from Jarraff by Prinoth; and in the case of non-conforming goods or parts, repair or replacement of the non-conforming items. Jarraff by Prinoth shall not be responsible or liable to Purchaser for any loss or damage resulting from Jarraff by Prinoth's delayed performance in delivering the Equipment for any reason, including Purchaser's loss of income or profits, and incidental, special or consequential damages to Purchaser.

11. Force Majeure. Jarraff by Prinoth's obligation to deliver the Equipment is subject to delays incident to labor difficulties, fires, casualties and accidents, acts of the elements, acts of God, transportation difficulties, delays by common carrier, inability to obtain equipment, materials or components or qualified labor sufficient to timely manufacture the Equipment, government regulations or other causes and acts of force majeure beyond the control of Jarraff by Prinoth. In the event of such delays, the delivery of the Equipment shall be correspondingly extended and Jarraff by Prinoth shall keep Purchaser informed of the effects of such events.

12. Termination on Contingency. This Agreement terminates automatically with respect to any Equipment not yet delivered on the occurrence of any of the following contingencies: (a) shutdown of Jarraff by Prinoth's plant or of Purchaser's business; (b) any formal or informal, voluntary or involuntary action by either party privately or in court resulting in the appointment of a receiver or trustee or surrender of any substantial degree of business management for the benefit of creditors.

13. Governing Law, Venue and Jurisdiction. Except as otherwise provided herein, this Agreement shall be governed by and construed in accordance with Article 2 of the Uniform Commercial Code as adopted in the State of Minnesota as effective on the date of this Agreement and by other pertinent Minnesota law. Jurisdiction for any proceeding relating to or arising out of these Terms and Conditions, the transaction which it defines or the Equipment shall only be proper in the state and federal courts of the State of Minnesota. The parties consent to venue in Nicollet County, Minnesota. The parties waive the right to a jury trial in any lawsuit relating to or arising out of these Terms and Conditions, the transaction which it defines or the Equipment.

14. Integrated Agreement. The terms of these Terms and Conditions are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. Submission of a purchase order by the Purchaser is an acknowledgment of these Terms and Conditions. It is intended that these Terms and Conditions shall supersede any other similar terms or provisions provided by Jarraff by Prinoth to the Purchaser.

15. Modification, Rescission or Cancellation. These Terms and Conditions may be modified or rescinded only in writing signed by both parties. Once a purchase order has been accepted by Jarraff by Prinoth, Purchaser may not cancel the order without Jarraff by Prinoth's consent.

16. Waiver. No claim or right arising out of a breach of these Terms and Conditions can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing and is signed by the aggrieved party.

17. Notices. All notices required or permitted by these Terms and Conditions shall be in writing and personally delivered or overnight delivery service, return receipt requested, and addressed to the parties at their addresses as provided in the purchase order by the Purchaser or in the shipping documents by Jarraff by Prinoth.

18. Binding Effect. These Terms and Conditions shall be binding on and inure to the benefit of its parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

19. Severability. In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions and these Terms and Conditions shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

20. No Presumption. The parties waive any statutory or common law presumption which would serve to have these Terms and Conditions or any provisions of these Terms and Conditions construed in favor of or against Jarraff by Prinoth or Purchaser in the event of any dispute.

21. Attorneys' Fees. In the event that Purchaser fails to pay the amounts owed to Jarraff by Prinoth (including the cost of collection against Purchaser), or is otherwise liable to Jarraff by Prinoth for any reason, Jarraff by Prinoth shall be entitled to recover from Purchaser reasonable attorneys' fees and costs incurred by Jarraff by Prinoth.