

CAMPBELL ENGINEERING, INC (SELLER)
TERMS & CONDITIONS OF SALE
2017

Campbell Engineering, Inc.

Confidential and Proprietary Information

The material contained herein is exclusively that of Company and may not be reproduced, copied, or utilized in any means without the specific written authorization of the owner of Company.

Acceptance & Agreement. Buyer's Request for a Quote (RFQ) is hereby deemed an invitation to deal, and is in no way considered an offer for the Seller to accept. Offers must only come from Seller in the form of a Quotation and are firm for the period specified in Section 2 of the General Provisions. Acceptance of Seller's firm offer by Buyer, via Seller's Quotation, is conditional on Buyer's assent to the Terms and Conditions below. If Buyer objects to any terms and conditions below, such objection must be in writing and delivered to Campbell Engineering, Inc. within ten (10) days of receipt of this document. Failure to make such a timely objection, or accepting by Buyer of any goods delivered by Seller hereunder, shall be conclusively deemed an assent to the Terms and Conditions below. Seller's failure to object to provisions contained in any communication from Buyer will not be a waiver of the provisions hereof.

General Provisions.

1) Taxes

Prices do not include any taxes, now or hereafter enacted, applicable to the goods sold on this transaction. Taxes will be added by Seller to the sales price where Seller invoices the same to comply with law, and will be paid by Buyer unless Buyer provides Seller with a proper tax exemption certificate.

2) Prices, Releases, and Setoff

Prices apply only if the quantity ordered hereunder is released for shipment within three (3) months, or longer if mutually agreed to in writing, from the Seller's date of receipt of Buyer's Purchase Order. Market conditions may affect Seller's standard price, if time of release exceeds three (3) months. If Buyer's time for acceptance of goods exceeds three (3) months, Buyer shall pay the difference in price, if any, and Seller has the right to terminate the contract. In such event, Buyer is liable for termination charges as set forth in Section 15 of these Terms and Conditions.

All quotations provided by Seller to Buyer are valid for a term of ten (10) business days. Market conditions require Seller to revise all quotations, if needed, after ten (10) business days of Buyer's receipt of quotation.

Buyer waives the right of setoff for any amount due to Seller, except with respect to its claims against Seller, which arise from transactions from Seller.

3) Title and Delivery

All shipments of goods shall be delivered by Seller, and title and liability for loss or damage thereto shall pass to the Buyer upon Seller's: 1) delivery of the goods to a common carrier that is bonded and insured for shipment to Buyer or 2) Seller delivers goods to place of delivery designated by the Buyer. Buyer shall be liable for costs if insurance, transportation, all import duties, taxes, or any other expenses are incurred or licenses are required.

Seller may deliver goods in installments and shipping dates are approximate only. Seller shall not be liable to Buyer for any loss or expense, whether by contract, tort,

consequential, or otherwise, incurred if Seller fails to meet the specified estimated delivery schedule because of unavoidable production delays or market conditions.

4) Quantities

Buyer agrees that any variation in quantity shipped, not to exceed ten (10%) percent over or under of original order, shall and does constitute compliance with Buyer's order, and the stated unit price will continue to apply.

5) Terms and Method of Payment

Where Seller has extended credit to buyer, terms of payment shall be net, thirty (30) days from date of invoice. The amount of credit or terms of payment may be changed, or credit withdrawn by Seller at any time. If the goods are delivered in installments, Buyer shall pay separately for each installment. Payment shall be made for the goods, without regard to whether buyer has made or may make any inspection of the goods. If Buyer delays shipments, payments are due from the date when the Seller is prepared to make shipments. Goods held for Buyer are at Buyer's risk and expense.

6) Contingencies and Force Majeure

Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or Seller's suppliers, including but not limited to war (whether declared or not), sabotage, insurrection, riot, civil disobedience, act of public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, explosion, flood, storm, any other act of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the protection thereof.

7) Changes and Modification of Goods

Any notice or instruction from the Buyer received subsequent to the Seller's acknowledgement, including supplementary information contained in a confirming Purchase Order, which has the effect of changing the specifications, or other terms, will be effective only upon an appropriate adjustment in the price and/or delivery date, and acceptance of any change by Seller in writing.

8) Limited Warranty

THE FOLLOWING IS IN LIEU OF ALL EXPRESS AND STATUTORY WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY ON THE PART OF THE SELLER.

A) Seller

- i) Workmanship- Seller, except as otherwise hereinafter provided, warrants the goods against faulty workmanship, the use of defective materials, that goods will conform to Buyer's written specifications, drawings, and designs. Additionally, Seller warrants that at the time of delivery, Seller has title, free and clear from any liens and

encumbrances. These warranties are the only warranties made by the Seller and can be amended only by a written instrument that is Signed by an officer of the Seller.

ii) Manufacturing Processes- Seller warrants that all manufacturing practices, and obligations or performance are ISO 9001 compliant. Additionally, Seller warrants that all resources and materials used in the manufacturing process are Dodd-Frank and Consumer Protection Act (Conflict Minerals) compliant.

ii) Use and Possession- Continued use or possession of goods shall be conclusive evidence that the warranty period stated above is fulfilled to the full satisfaction of Buyer. Seller makes no warranty as to experimental, developmental, or sample goods, and Seller, the extent permitted, shall assign to Buyer any rights Seller may have under any warranty of the supplier thereof.

Seller's warranties hereinabove set forth shall not be enlarged, diminished, or affected by, Seller's rendering of technical advice or service in connection with Buyer's order of the goods furnished hereunder.

B) Buyer

Buyer warrants that all specifications, designs, drawings, or other intellectual property are free from all liens, encumbrances, trademarks, patents, or any other government protection granted. If Buyer's Purchase Order is for goods protected under any trademark, patent, or other government protection granted that Buyer had the right, license, or lease to have such goods manufactured, and shall upon request of Seller provide documentation of such trademark, patent, or other government protection.

9) Indemnification

Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller, including Attorney's fees, expenses and costs, arising out of application of Seller's product to Buyer's designs and/or products, or Seller's assistance in the application of Seller's products.

10) Exclusive Remedies

If goods furnished by Seller fail to conform to Seller's exclusive limited warranty, Seller's sole and exclusive liability shall be, at the Seller's option, to repair, replace, or credit Buyer's account for any such goods which are returned by Buyer during the applicable warranty period above. Such Exclusive Remedies are only applicable provided that: 1) Seller is promptly notified in writing upon discovery by Buyer that such goods failed to conform to this contract, with a detailed explanation of any deficiencies, 2) such goods are returned to Seller at Seller's plant at Buyer's expense, and 3) Seller's examination of such goods must disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse,

neglect, alteration, improper installation, unauthorized repair, or improper testing. If such good are non-conforming, Seller shall reimburse Buyer for the transportation charges paid by Buyer for such goods. If Seller elects to repair or replace such goods, Seller shall have a reasonable time to make such repairs or replace goods.

THIS IS THE SELLER'S ONLY LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER ARISING IN TORT OR CONTRACT, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

11) Acceptance of Goods

Acceptance shall be presumed conclusively to have occurred ten (10) business days after delivery of goods to Buyer, and Buyer has not made any objections to quality and conformity of goods.

12) Patents

Buyer shall defend any suit or proceeding brought against Seller, insofar as such a suit or proceeding is based on a claim that any goods manufactured and supplied by Seller to Buyer were a result of designs, specifications, or drawings produced by Buyer as part of Buyer's Order that constitute infringement of any duly protected United States Patent. Buyer shall pay all damages and costs finally awarded therein against Seller, provided that Buyer is promptly notified and furnished a copy of each communication, notice, or other action relating to the alleged infringement, and is given authority, information, and assistance (at Buyer's expense) necessary to defend or settle said suit or proceeding.

If the infringement by Buyer is alleged prior to completion of delivery of the goods under this contract, Seller may decline to make further shipments without being in breach of this contract. Provided Seller has not been enjoined from selling said goods to Buyer, Seller agrees to supply goods to Buyer, at Buyer's option, whereupon the patent indemnity obligation herein stated with respect to Buyer, shall reciprocally apply with respect to Seller.

The sale by Seller of the items ordered hereunder, does not grant, convey, or confer upon Buyer or Buyer's customers, a license, express or implied, under any patent rights that Seller may hold covering or relating to any combination, product, machine process, or combination of the two in which said items may be used.

THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF SELLER FOR PATENT INFRINGEMENT, AND IS IN LIEU OF ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

13) Proprietary Information

Buyer shall consider all information furnished by Seller to be confidential and proprietary, including but not limited to, drawings, specifications, designs, trade secrets, documents, and methods of production. Buyer shall not advertise or disclose that Buyer has contracted for the purchase of goods from Seller, and/or any information relating to the order, without Seller's prior written consent.

14) Compliance

Buyer, at all times, shall maintain legal compliance with all applicable Federal, State, and local laws, including but not limited to, the California Uniform Commercial Code, United States Occupations Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Equal Opportunity.

15) Termination and Cancellation

A) Seller may terminate this contract in whole, or in part, upon thirty (30) days advance written notice to Buyer. Buyer shall only be liable for delivery of items already delivered to Buyer.

B) Buyer may terminate this contract in whole, or in part, upon thirty (30) advance written notice to Seller. In such event, Buyer shall be liable for termination charges, which shall include a price adjustment based on the quantity of goods actually delivered and all costs, direct or indirect, incurred and committed for this contract, together with reasonable allowance for prorated expenses and anticipated profits.

C) If, in Seller's judgment, the Buyer's financial condition does not justify the terms of payment specified, Seller may cancel this contract unless Buyer shall immediately pay for all goods which have been delivered and pay in advance for all goods prior to delivery.

Miscellaneous Provisions

1) Non-Waiver of Default and Collection Rights

In the event of any default by the Buyer, Seller may invoke all available remedies in law and equity, or by the terms stated herein. If Seller elects to continue to make shipments despite Buyer's default, Seller's actions do not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for such default.

In the event Seller resorts to mediation, arbitration, or litigation in order to collect amounts due to Seller, Buyer agrees to pay costs of collection for amount owed to Seller, including but not limited to, attorney's fees, court costs, and a reasonable rate of interest from the date the amount is due.

2) Applicable Law and Forum

The laws of the State of California shall govern the validity, performance, and construction of this contract. Additionally, California shall be the only jurisdiction in which suit may be brought against Seller regarding a dispute arising out of this transaction.

3) United States Government Contracts

If the goods to be furnished under this contract are to be used in the performance of a U.S. Government contract or subcontract, and a U.S. Government procurement number appears on the Purchase Order, those clauses of the applicable U.S. Government procurement regulations which are required by Federal Statute to be included in the U.S Government subcontracts, are hereby incorporated by reference.

4) Assignment

This contract is only binding upon, and to the benefit of, the parties and successors, and assigns of the entire business and goodwill of the Buyer, or that part of the business used in the performance of the contract, but shall not be otherwise assignable without the prior written consent of the buyer.

5) Severability

If any provision of this agreement is deemed void, invalid, or against public policy, all other provisions must not be affected, and remain binding upon the Buyer and Seller.

6) Entire Agreement

The Terms and Conditions of this agreement constitute the entire agreement of the Buyer and Seller, and no prior or contemporaneous verbal or written agreements shall modify, amend, add, or take away from the face of this agreement.

7) Modification

The Buyer and Seller may, from time to time, modify this agreement, but only after written consent from both the Buyer and Seller.