

## Terms and Conditions of Sale

**1. Acceptance.** Any Buyer order is subject to acceptance by CTC Enterprise Ventures Corporation ("Seller"). Acceptance is subject to Buyer's agreement to these Terms and Conditions of Sale ("Terms and Conditions"). Seller objects to any terms or conditions which differ from, or are additional to, these Terms and Conditions. These Terms and Conditions may only be modified by a writing signed by Seller. Notwithstanding the above, if these Terms and Conditions are construed as an acceptance, or as a confirmation acting as an acceptance, of Buyer's order, then Seller's acceptance is EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT TO ANY TERMS AND CONDITIONS CONTAINED HEREIN THAT ARE DIFFERENT FROM OR ADDITIONAL TO THOSE CONTAINED IN BUYER'S WRITING. Further, these Terms and Conditions shall be deemed notice of objection to such terms and conditions of Buyer. If these Terms and Conditions are construed as an offer, acceptance hereof is EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. In any event, Buyer's acceptance of the goods shall manifest Buyer's assent to these Terms and Conditions.

**2. Change of Price and Additional Charges.** Unless specified otherwise in a writing signed by Seller, the prices and charges stated on the quote will be adjusted to, and the goods and other items covered by this order will be invoiced at the prices and charges fixed by Seller at the time of shipment under the order. The prices and charges stated on the order may not include city, state or federal excise, sales or use taxes. Whenever applicable, taxes will be added to Seller's invoice as a separate charge to be paid by Buyer promptly on demand. Any such taxes paid by Seller at any time will be repaid by Buyer. Seller will use reasonable means to comply with any packaging requests made by Buyer, provided that any extra costs due to compliance with such requests shall be charged to Buyer. If no packaging requests are made by Buyer, Seller shall comply with Seller's customary shipping method used for such Products.

**3. Payment.** Unless otherwise agreed upon by Seller, payment terms are net 30 days from date of Seller's invoice. Seller may assess a late fee on any overdue amounts of 1.5% per month (18% per annum) or the highest rate permitted by applicable law, whichever is less. Buyer hereby grants to Seller a security interest in all goods shipped hereunder, and in all proceeds thereof until the complete purchase price and all additional costs and charges are paid by Buyer. At the request of Seller, Buyer hereby agrees to execute such documents reasonably required to perfect Seller's security interest in such goods. Whenever reasonable grounds for insecurity arise with respect to due payment by Buyer, Seller may demand different terms of payment, and may demand assurance of Buyer's payment. Any such demand may be oral or written and Seller may, upon the mailing of such demand, stop production and suspend shipments hereunder. If, within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the order which has not been fully performed, or may resume production and may make shipment under reservation of possession or of a security interest and may demand payment against tender of documents of title.

**4. Shipment.** Seller will use reasonable efforts to fill this order in accordance with the estimated shipping date, but will not be responsible for any delays in filling this order nor liable for any losses, costs, damages, expenses or liabilities resulting from such delays, and this order will not be subject to cancellation for such delays. Seller may make partial shipments hereunder and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale; however, delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments hereunder.

**5. Force Majeure.** Seller will not be liable for delays in filling this order or failure in the performance of any of its obligations caused by accidents, labor disputes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts or omissions of Buyer, priorities required, requested, or granted for the benefit of the federal, provincial or any state government, restrictions imposed by federal, provincial or state legislation or regulations thereunder, price increases in raw materials that affect Seller's ability to perform, or any cause, whether similar or dissimilar to those enumerated herein, which is beyond the reasonable control of Seller. In such event, Seller may, at its option, be excused from performance or allocate deliveries as Seller, in its sole discretion, deems appropriate.

**6. Warranty.** Seller warrants to Buyer that the goods produced and sold under this order will, at the time of shipment, conform to the specifications provided in the order documentation as accepted by Seller, and be free from defects in material and workmanship. In the event that goods purchased hereunder do not conform to the foregoing warranties, Buyer's sole remedy and Seller's sole obligation shall be, at Seller's sole discretion, the repair or replacement of the non-conforming goods or the return of the purchase price for such non-conforming goods to Buyer. The foregoing warranty applies only to the extent warranty claims arise from the goods supplied by Seller, and not to the extent arising from conformance with specifications provided by Buyer, or modifications, alterations or additions later made to such goods by Buyer or its customers. Seller's warranty obligations shall remain in effect for a period of one (1) year from the shipment of the goods to Buyer. Such repair, replacement or repayment will be made only upon return of the nonconforming goods, which may be returned at Seller's cost only after Seller's authorization and Buyer's receipt from Seller of definite shipping instructions. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, REGARDING THE GOODS, WHETHER ARISING UNDER ANY STATUTE, OTHER LAW, OR OTHERWISE INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

**7. Limitation of Liability.** Notwithstanding any other provision hereof or applicable law (i) in no event will Seller be liable to Buyer or any third party for any incidental, consequential, indirect, special, contingent, or punitive damages in connection with these Terms and

Conditions or any order (including goods and/or services provided thereunder), whether based on theories of breach of warranty, breach of contract, tort, strict liability or otherwise, including but not limited to loss of profits or business interruption, which for this purpose shall be considered to be indirect damages, loss of use of the goods, or loss of goodwill even if Seller has been advised of the possibility of such damages; and (ii) notwithstanding whether any remedies specified herein are deemed to fail of their essential purpose, Seller's liability to Buyer will not exceed the purchase price paid by Buyer for the applicable goods or services on which such liability is based.

**8. Intellectual Property.** The sale of goods covered by this order will not grant to Buyer any right or license of any kind under any intellectual property, to include patents, copyrights, trademarks, trade secrets, know-how, jigs, dies, tools, tool designs, etc. owned or controlled by Seller, or under which Seller is licensed, but the foregoing will not be understood to limit in any way the right of the Buyer to use and sell such goods, in the event that such goods as sold hereunder are covered by any such patent. If Buyer is a contractor or subcontractor to the United States Government, EVC shall deliver rights to technical data, computer software and intellectual property to the government in accordance with DFARS 252.227-7013, DFARS 252.227-7014 and FAR 52.227-11.

**9. Indemnity.** Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, actions, costs, liabilities, losses and damages of any kind (including attorneys' fees) regardless of the theory of liability (including, but not limited to, International Traffic in Arms Regulations and/or export controls), incurred by or threatened to Seller in connection with (i) any modifications to the goods by Buyer, (ii) the incorporation of goods into any product, (iii) the extension of any warranties beyond those provided herein, (iv) any other acts or omissions of Buyer related to the sale or distribution of the goods or (v) the design of goods supplied hereunder or the design of the packages or containers in which they are shipped if such goods, packages or containers are made in compliance with Buyer's design or specs.

**10. Termination of Order.** (a) Buyer may not terminate this order without the written consent of Seller. If Seller consents to such termination, reasonable termination charges, computed by Seller, will be assessed in connection with such termination and will be payable by Buyer promptly upon demand. (b) Seller may terminate this order immediately by written notice to Buyer without liability or further obligation hereunder if Buyer breaches any provision, term or condition of the order or these Terms and Conditions (or Seller anticipates such breach) and Buyer shall be liable for all damages, losses, costs, expenses and liabilities that Seller incurs directly or indirectly resulting from Buyer's breach, including, without limitation, attorneys' fees. (c) Seller may terminate this order immediately by written notice to Buyer without liability or further obligation hereunder if Buyer fails or refuses to furnish Seller with such information and assurances as Seller may request about Buyer's financial and operating conditions as affecting Buyer's ability to purchase goods under this order and, to the extent permitted by law, in the event of Buyer's insolvency, the filing of a voluntary or involuntary petition in bankruptcy by or against Buyer, the appointment of a receiver or trustee for Buyer, Buyer's execution of an assignment for the benefit of creditors, or a comparable event. In the event of a termination under this Section 10(c), Buyer shall be liable for all damages, losses and liability that Seller incurs directly or indirectly resulting from Buyer's breach, including, without limitation, attorney's fees.

**11. Delivery and Transportation.** Unless otherwise agreed upon by the parties in writing, title to and risk of loss of the goods shall pass to Buyer upon delivery of said goods to a carrier at Seller's facility. Title to and risk of loss of said goods shall pass to Buyer in no other way, notwithstanding any agreement to the contrary, including, but not by way of limitation, any agreement to pay freight, express or other transportation or insurance charges. The method and agency of transportation and the routing will be designated by Seller. Excess packing, shipping and transportation charges resulting from compliance with respect to the use of any agency or method of transportation or any routing other than that which would be designated by Seller will be for Buyer's account. In the case of Buyer pick-up, Buyer's truck is destination, and unless Seller otherwise agrees in a writing, Seller will not deliver or bear any cost or make any allowance with respect thereto, beyond loading on Buyer's truck (whether owned by, leased to, or otherwise under contract to Buyer).

**12. Confidentiality.** Buyer acknowledges and agrees that the terms of this order, including without limitation any pricing information for the order, are confidential ("Confidential Terms"). Buyer agrees (i) not to disclose, directly or indirectly, to any third party any portion of the Confidential Terms without the prior written consent of Seller; (ii) to take all reasonably necessary precautions to protect the confidentiality of the Confidential Terms; and (iii) to promptly advise Seller in writing upon learning of any unauthorized use or disclosure of the Confidential Terms.

**13. Miscellaneous.** (a) No provision hereof and no breach of any provision hereof will be deemed waived by reason of any previous waiver of such provision or of any breach thereof or failure of Seller to enforce any such terms or exercise any right hereunder. (b) This order may be performed, and all rights hereunder may be enforced against Buyer, by Seller or by any subsidiary or affiliate of Seller. This Agreement may also be assigned by Seller to any subsidiary, affiliate or related company of Seller, without Buyer's consent. (c) This order may not be assigned by Buyer without the prior written consent of Seller. (d) This order will be governed by, and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania, excluding its conflicts of laws provisions. All disputes hereunder shall be brought in the state and federal courts located in Cambria County, Pennsylvania. The parties expressly exclude and waive the application of the United Nations Convention on Contracts for the International Sale of Goods as the same may be amended or replaced from time to time. (e) The terms contained in Sections 1, 3-10 and 12-13 shall survive any termination or expiration of this order.