



Standard Term and Conditions of Sale

GENERAL

Coulomb Solutions Inc. (CSI) quotations are offered for acceptance for a period of sixty (60) days following the date of the Quotation unless a longer time is specified on the face of the quotation and if not so accepted within the designated period, shall be deemed withdrawn. CSI shall have the right to withdraw a Quotation prior to the expiration of the 60-day period by giving Customer written notice. These terms and conditions, together with CSI's quotation, govern the sale of product to Customer. Any purchase order or other document issued by Customer shall be confirmation only of Customer's acceptance of CSI's quotation and these terms and conditions. Any terms and conditions proposed by Customer, whether in or attached to Customer's purchase order, acceptance of CSI's Quotation, or any other document issued by Customer to CSI, are expressly rejected by CSI and shall not be binding on CSI.

PRICE

All prices are in US dollars, unless otherwise specified in CSI's quotation. The price specified in CSI's quotation is valid for that shipment of product only. The price specified in CSI's quotation is valid for 60 days unless sooner withdrawn in writing by CSI. All prices are FOB Port of Los Angeles.

PAYMENT TERMS

Payment terms will be specified on a Purchase Order or Supply Agreement. Unless otherwise specified, the following payment terms shall apply. All accounts are due and payable within thirty (30) days. Whenever credit terms are extended, it is with the expressed agreement that a one and one half percent (1 ½%) per month service charge will apply to all accounts past due. On any order requiring more than thirty (30) days to complete, invoices will be submitted for services performed on a monthly basis and are due within thirty (30) days of presentation. All accounts outside the contiguous United States of America will be required to pay the full invoice amount prior to performance of services. Payment of CSI's invoices by Customer shall not be delayed for any reason or contingent upon Customer's receipt of any payment from or action by any other party. Customer agrees to pay all costs associated with collection of any overdue amount including reasonable attorney's fees. In the event Customer shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under law relating to the relief of debtors, or in the event a receiver be appointed of Customer's property or business, CSI may, at its sole discretion, immediately and without notice terminate its performance under the contract and treat the Customer as in default. Customer hereby grants CSI a purchase money security interest in the products until CSI has been paid in full.

DELIVERY DATES

Delivery dates specified in CSI's quotation are estimates only. A firm delivery date will be provided upon receipt of PO. If CSI will be unable to deliver product within 30 days of the delivery date specified in CSI's quotation, then CSI will provide written notice to Customer of the revised delivery date. Customer may, as its sole and exclusive remedy, cancel the unfilled portion of the order by giving written notice of cancellation to CSI within 3 days of receipt of such written notice. Customer's sole and exclusive remedy for any failure by CSI to meet any delivery date shall be as provided in this Section, and CSI's liability for any failure to meet any delivery date shall be limited to such remedy. Cancellation under this Section shall not relieve Customer of its obligation to pay for any product previously delivered.

TAXES AND DUTIES

Unless otherwise specified in the Purchase Order, the price for product excludes all taxes, duties and fees (including without limitation any goods and services tax, sales tax, excise tax, import duty and customs brokerage fees), whether levied against CSI or Customer, unless expressly stated otherwise on the Purchase Order or in a Supply Agreement.

CANCELLATION CHARGES

Except as provided in "Delivery Dates" above, if Customer cancels the order prior to delivery, Customer shall pay all costs incurred up to the point of cancellation:

INSPECTION

Customer shall promptly inspect the product after arrival at destination. Claims for shortage must be reported to CSI in writing within 2 days of delivery to Customer. Customer shall have 7 days following delivery to inspect the product for damage (not from shipping), defect or nonconformance. After such 7-day period, Customer shall be deemed to have irrevocably accepted the products. For any damaged or nonconforming goods, Customer's sole and exclusive remedy is to return the goods for repair or replacement. All returns must be done in accordance with CSI's Return Material Authorization process. Returned products will not be accepted by CSI without a RMA number.

SHIPMENTS

All products are shipped F.O.B., the Port of Los Angeles unless stated otherwise on a Purchase Order or in a Supply Agreement. Risk of loss and title shall transfer to the Customer upon tender of the products to Customer, Customer's representative, or common carrier. The cost of any special packing or special handling caused by Customer's requirements or requests shall be added to the amount of the order. If Customer causes or requests a shipment delay, storage and all other additional costs and risks shall be borne solely by Customer. Claims for products damaged or lost in transit should be made by Customer to the carrier, as CSI's responsibility ceases upon tender of goods to Customer, Customer's representative or common carrier.

FORCE MAJEURE

For the purposes of these terms and conditions, force majeure means any event beyond the control of CSI, including but not limited to: (i) lightning, storms, earthquakes, floods and other Acts of God; (ii) fires, explosions, breakdowns of machinery or equipment and other accidents and disturbances; (iii) vandalism, riots and other civil disturbances; (iv) war (declared or undeclared), terrorism, sabotage and other acts of the public enemy; (v) sanctions, embargos, export controls or any other governmental restriction; (vi) acts or omissions of any government or governmental body or agency; (vii) strikes, lockouts, work stoppages and other labor disturbances; (viii) inability to obtain or delay in obtaining necessary materials, supplies, components or utilities on commercially reasonable terms; (ix) any default or delay by a supplier, shipper, carrier or other third party; and (x) any other event beyond the control of CSI. If performance by CSI will be delayed due to force majeure for more than 120 days, then either party may upon giving written notice to the other party cancel the order, without liability of either party.

INTELLECTUAL PROPERTY RIGHTS

Customer agrees that all patents, trade secrets, trademarks, copyrights and other intellectual property rights ("IP Rights) relating to the product are and at all time shall remain the sole and exclusive property of CSI. Sale of the products does not include the sale or transfer of any of CSI's IP Rights.

CONFIDENTIALITY

CSI's quotation (including the price of the product) shall be kept strictly confidential by Customer.

NEWS RELEASE

CSI may issue a news release concerning the sale of product to Customer, however, such release must be approved in writing (email ok) by Customer.

GOVERNING LAW

This Agreement and the performance hereunder shall be governed by and construed in accordance with the laws of the State of California, notwithstanding the fact that either Party is or may hereafter be domiciled in a different state.

DELAY IN TAKING

CSI will provide written notice to Customer of the scheduled delivery date. If Customer fails to take delivery of the product within 30 days of the scheduled delivery date, then Customer will pay a stocking charge of 1% purchase price / unit / day for each day after the scheduled delivery date, to a maximum of 100% of the unit price. The stocking charge will be separately identified in the final invoice. Payment of the stocking fee shall not relieve Customer of its obligation to take delivery of and pay for the product.

EMPLOYEES

Customer agrees not to solicit and/or hire any CSI employees for a period of one (1) year from the date of an accepted purchase order.

LIMITATIONS OF DAMAGE

Customer agrees that regardless of the claim or the form in which any legal or equitable action may be brought by the Customer or any related third party against CSI, CSI shall not be liable for any damages or expenses, direct or indirect, special, consequential, exemplary, or compensatory, including but not limited to loss of profits except to the extent otherwise herein provided. CSI shall not be liable for any damages arising from delay in the performance of services, if such delay is due to a cause beyond reasonable control of CSI. The occurrence of any contingency beyond CSI's reasonable control shall not constitute cause for cancellation of the Purchase Order, but shall extend CSI's time to perform the required service for a period equal to the duration of such contingency. All services furnished by CSI, and all tests performed utilizing CSI's equipment and facilities conducted by Customer's personnel shall be at the risk of the Customer and CSI shall not be liable for injury to person or damage or loss to, property furnished by Customer while such person or property is on CSI's premises.

SEVERABILITY

These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance herefrom.

NON-WAIVER

CSI's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of CSI's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by CSI's Authorized Representative.

ENTIRE AGREEMENT

This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale; no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by CSI's Authorized Representative. All transactions shall be governed solely by the terms and conditions contained herein.