

STANDARD TERMS AND CONDITIONS OF PURCHASE
(Purchase Order)

PINES TECHNOLOGY

1. **AGREEMENT OF PURCHASE.** The terms and conditions set forth in this document are intended to establish standard terms and conditions for all purchase orders by Risk Industries LLC dba Pines Technology (“**Buyer**”) from the seller (“**Seller**”) unless otherwise provided in a written agreement between Buyer and Seller. This document, together with the purchase orders, specifications, and all supplements and attachments thereto issued by Buyer from time to time, shall constitute the entire agreement (“**Agreement**”) between Buyer and Seller for each such purchase. In the event of any inconsistency between the terms and conditions of this Agreement and those in the purchase order or on any supplement attached thereto, the terms and conditions contained in this Agreement shall control.

Seller’s acknowledgement, commencement of performance to furnish the Products, or any conduct by Seller which recognizes the existence of a contract pertaining to the subject matter hereof shall constitute acceptance by Seller of this Agreement and all of its terms and conditions. Additional or different terms provided in Seller’s acceptance of Buyer’s offer which vary in any degree from any of the terms herein are hereby objected to and rejected. If this Agreement shall be deemed an acceptance by the Buyer in response to an offer by Seller and if any terms herein are additional to or different from any terms of such offer, then the issuance of this Agreement by Buyer shall constitute an acceptance expressly conditioned upon Seller’s assent to all of the terms and conditions of this Agreement.

These standard terms and conditions of sale may be modified from time to time by Buyer, by notice to Seller. Each such modification shall be binding upon Seller with respect to all purchases occurring after the date of such modification. Except as otherwise described herein, no modification or termination hereof or waiver of any of the obligations hereunder shall be effective unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.

2. **WARRANTY.** Seller warrants that the title to the materials, equipment, supplies, and/or services sold hereunder (“**Products**”) is good and marketable and free and clear of all liens, taxes, charges, or other encumbrances. Seller warrants that Products will fully conform to contract specifications, drawings, samples, or other descriptions furnished to Buyer by Seller, and will be of good design, material, and workmanship, free from defect, and will satisfactorily perform the functions for which intended. Seller agrees that all of its warranties shall survive performance and acceptance of and payment for the Products and shall inure to the benefit of Buyer, and to all subsequent buyers of the Products.
3. **REMEDIES.** If any Products do not comply with the foregoing warranties, Buyer may, at its sole option, and in each case at Seller’s sole expense: (a) reject such Products; (b) require Seller to repair or correct such Products as necessary to render them in conformance with the foregoing warranties, and consistent with Buyer’s time schedule; (c) return such Products and receive a full refund of the contract price; or (d) make any corrections required to cause such Products to fulfill the foregoing warranties and charge Seller for the costs incurred by Buyer thereby. Seller shall reimburse Buyer for all expenses reasonably incurred by Buyer in connection with a breach of the foregoing warranties (including transportation, storage, administrative, and other incidental expenses of Buyer). The remedies set forth in this Agreement are cumulative, and shall not preclude any other remedy available to Buyer at law or in equity.
4. **CHANGES TO ORDER.** Buyer may change an order in any respect at any time on written notice to Seller. If Buyer cancels this Order, or any part thereof, without cause, Buyer’s liability, if any, shall not exceed the actual costs and expenses for labor and material incurred by Seller up to the date of cancellation, less salvage.
5. **PACKING AND SHIPMENT.** Seller will pack and ship the Products in accordance with Buyer’s instructions, without charge for packing or handling unless otherwise specified. All Products will be packed to comply with applicable common carrier requirements and so as to secure the best available freight rates. All U.S. shipments will be accompanied by a fully completed bill of lading in the form prescribed by the National Motor Freight Classification and by a packing list showing the number and description of items contained therein. Buyer’s name

and order number will be plainly marked on all packages, bill of lading, packing slips, and other shipping documents and on Seller's invoices. Buyer's count or weight will be final and conclusive for all shipments.

6. **DELIVERY-INSPECTION-EXCESS TRANSPORTATION COSTS.** Time of delivery or performance is of the essence of an order and if any shipment or service rendered is not made when promised; Buyer reserves the right to refuse any Products and to cancel without any liability all or any future shipments or performance by Seller. Delivery of Products shall not be deemed complete until Products have been actually received, inspected, tested, and accepted by Buyer. Risk of loss of conforming Products shall remain with Seller until such Products have been actually received by Buyer.

In all events, Buyer shall be entitled to inspect and/or test the Products, and such inspection or testing will be made by the Buyer within a reasonable time after their receipt by Buyer, irrespective of payment date. In the event such Products are non-conforming, Buyer may either return rejected Products or hold at Seller's entire risk and expense, and may in any event charge Seller with the cost of transportation (inbound and outbound) or excess transportation charges paid, due to Seller's failure to meet Buyer's specifications or Seller's non-compliance with packing requirements as set forth by carrier specifications and any other like charges. Buyer reserves the right to refuse Products when shipped contrary to instructions or not on shipping date specified by Buyer or for non-compliance with classification packing requirements.

Buyer will not be liable for any charges for handling, bagging, blocking, barreling, boxing, crating, drayage, storage, or other packing unless such charges are specifically authorized and agreed by Buyer. If price stipulated on purchase order is F.O.B. destination, freight prepaid of F.A.S. port of exit, freight prepaid and freight rate or charges between point of shipment and destination are subsequently reduced, such reduction shall operate as a reduction on the price payable herein and Buyer shall be entitled to credit equivalent to such reduction.

If shipment by carrier other than specified becomes necessary in order to fulfill Seller's delivery obligations, Seller shall be responsible for any excess charges.

7. **NON-WAIVER.** Buyer may waive performance of any condition and also treat the non-performance as a breach of warranty, but waiver by Buyer of a condition on any shipment shall not constitute a waiver of that condition for subsequent shipments.
8. **PAYMENT.** Payments by Buyer shall not be deemed evidence of acceptance by Buyer of the Products. The prices stated in the purchase order represent the full amount payable to Seller under this Agreement. Invoices in triplicate (one original and two duplicates) **MUST BE MAILED IMMEDIATELY AFTER SHIPMENT OF PRODUCTS.** Invoices must not be dated prior to the shipping date. Invoices must conform to Buyer's instructions for same. Seller's invoice must be presented to the correct mailing address as referenced on the Buyer's purchase order. Unless written notice to the contrary is given to Buyer by the Seller prior to shipment, all invoices for Products shipped on an order shall be rendered by and payable to Seller. When prepaid transportation charges are for Buyer's account, invoice must be supported by prepaid receipted transportation bill. Invoice payment dates will be computed from the date of shipment or from the date the invoices are received by Buyer, whichever is later. In the event the Seller's invoice is not received in an acceptable form or if it does not include proper proof of shipment and/or delivery documentation or evidence of services completion, the date of payment including net invoices or cash discount will be computed from the Buyer's receipt of same. If Seller's invoice as rendered does not comply with Buyer's order, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.
9. **COMPLIANCE.** Seller agrees to comply with all applicable foreign, federal, state, and local laws, executive orders, ordinances, rules, and regulations as currently amended. Compliance includes but is not limited to Workers Compensation Laws, the Fair Labor Standards Act of 1938; the Occupational Safety and Health Act of 1970; the Equal Opportunity Clause, Section 202, Executive Order 11246; the Vietnam Era Veterans Readjustment Assistance Act of 1974 Section 412; The Rehabilitation Act of 1973, Section 503; the Age Discrimination in Employment Act of 1967; the Utilization of Minority Business Enterprises Clause, Executive Order 11625; the Hazardous Materials Transportation Act of 1976; Federal Clean Air Act; Federal Water Pollution Control Act; the Federal Resource Conservation and Recovery Act of 1976; the Energy Policy and Conservation Act and the National Energy Conservation Policy Act. Seller warrants and represents to Buyer that all Products, chemical substances, mixtures, and articles sold and distributed to Buyer are in full compliance with the Toxic Substances

Control Act and all regulations issued thereunder. If the Products are incorporated by Buyer into products or services sold under a federal contract or subcontract, those applicable procurement regulations that are required by a federal statute or regulation to be inserted in contracts or subcontracts shall be deemed to apply to this Order. FAR 52.219.9 and 52.219.16 are applicable. In addition, Seller agrees and certifies, if applicable that it has developed a written affirmative action compliance program (41 CFR 60-1.40(a)) and annually files Standard Form 100 (EEO-1)(41 CFR 60-1.7(a)).

10. **CONFIDENTIAL INFORMATION.** Except as required by law, as reasonably necessary to perform an order, or with Buyer's prior written consent, Seller will keep confidential, at all times, all information, drawings, specifications and data furnished by Buyer and/or derived or developed by Seller in connection with the performance of an order. Seller will not divulge such confidential information or use it (directly or indirectly) for its own benefit or for the benefit of any other party or make copies of such confidential information or permit copies to be made. The foregoing confidentiality obligations do not apply to information known by Seller at the time it is disclosed by Buyer, to information lawfully obtained by Seller from a third party entitled to disclose it, and to information which is or later becomes public knowledge other than through disclosure by Seller.
11. **INDEMNIFICATION.** Seller shall indemnify and protect Buyer from damages to Buyer's property and against all liabilities, losses, claims, damages and costs, including attorneys' fees arising from the delivery or use of the Products covered by an order or the performance of any term or condition of this Agreement or breach thereof by Seller.
12. **LIMITATION OF BUYER'S LIABILITY.** Seller's sole damages in the event of any breach hereof by Buyer including wrongfully rejecting or revoking acceptance of Products or repudiation shall be the difference between the market price and the contract price for the Products. **IN NO EVENT SHALL BUYER BE LIABLE FOR ANTICIPATED PROFITS OR FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES.** Notwithstanding the foregoing limitations of Seller's damages and remedies in the event of any breach by Buyer, Seller shall in good faith take all actions to minimize its damages.
13. **VARIANCES.** Unless otherwise provided herein, quantities, prices, shipping dates, and specifications are absolute, and may not be varied without the prior written consent of Buyer.
14. **WITHHOLDING.** If Buyer has a claim under this Agreement, or under any other agreement between Buyer and Seller, regardless of when it is discovered, including a claim that: (a) Seller's invoice is erroneous; (b) the Products are deficient, defective or incomplete; or (c) a third party claim has been asserted or there is reasonable evidence indicating the possibility of a claim; then Buyer may withhold payment of, or set off the amount of its claim, costs or loss against, any amount invoiced to it.
15. **LAW AND JURISDICTION.** The contract is to be governed by and interpreted in accordance with the substantive law of the State of Ohio.
16. **EEOC.** The Equal Employment Opportunity Clause of Section 202 of Executive Order 11246, as amended relative to equal opportunity and the implementing rules and regulations of the Office of Federal Contract Compliance are incorporated herein by specific reference.
17. **INTELLECTUAL PROPERTY RIGHTS.** Seller warrants that the Products furnished hereunder, and the normal use thereof, do not infringe or misappropriate any patent, copyright, trademark, service mark, trade secret, or other intellectual property right of any third party. Seller will indemnify, defend, and hold harmless Buyer against any losses arising out of any suit or proceeding alleging that the Products infringe or misappropriate any patent, copyright, trademark, service mark, or trade secret.
18. **SPECIFICATIONS.** All specifications referring to published standards such as ASTM, ASCE, etc., shall be deemed to refer only to the physical properties set forth therein, unless otherwise specified.
19. **ASSIGNMENT AND SUBCONTRACTS.** Seller may not assign any rights or claims, or delegate any duties under this Agreement, in whole or in part, without the prior written consent of Buyer, which may be withheld at Buyer's sole discretion. In the event of any assignment or delegation permitted hereunder, Seller shall continue to be liable for the performance of its obligations hereunder.

20. **FORCE MAJEURE.** Neither party shall be liable for any delay or failure to deliver or accept any or all of the Products where such delay or failure is caused by fire, flood, other act of God, act of war, labor disturbance or other event beyond such party's control.