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CEDAR HILL TX 75104-1890



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STANDARD TERMS AND CONDITIONS

All sales by Gas Clip Technologies, Inc. ("Seller") of goods referred to in this acknowledgement are expressly conditioned upon the terms and conditions set forth herein. Any term, condition, and/or provision (hereafter "terms") of Buyer's order form or other document supplied by the buyer in connection with this sale, which is in any way inconsistent with or in addition to these terms shall not be applicable hereto or binding upon Seller, unless executed and approved in writing both Buyer and Seller specifically. If Buyer objects to any terms herein, such objection must be in writing, received by an officer of Seller at the address stated on the face hereof prior to commencement of performance by Seller. Retention by Buyer of any items delivered by Seller hereunder shall be conclusively deemed acceptance of the terms hereof.

Seller's failure to object to terms contained in any communication from Buyer will not be a waiver of the terms hereof.

1. **TAXES:** Prices do not include any municipal, state, or federal sales, use, excise, or similar taxes. Consequently, in addition to the prices specified, the amount of any present or future sales, use, excise, or any other tax that may be imposed shall be paid by Buyer, or in lieu thereof Buyer will provide seller with a tax exemption certificate acceptable to the taxing authorities.
2. **SHIPMENT:** All shipment will be made F.O.B. Seller's plant unless otherwise specified and approved by Seller. In the absence of specific instructions from Buyer, the Seller will select the carrier. Title to the material and risk of loss shall pass to Buyer upon delivery thereof by Seller to the carrier of delivery service.
3. **DELIVERY:** Shipping dates are approximate, and Buyer specifically acknowledges this term of delivery. Buyer further acknowledges that it should not and will not attempt to rely on an approximate shipping date from Seller in its other business operations. Seller will use its best efforts to fill all orders according to the agreed schedule. However, if any conditions arise which prevent compliance with the delivery schedule, Buyer will not seek and Seller shall not be liable for any alleged damages of Buyer (general, consequential, or otherwise) resulting from such delay or for failure to give notice of any delay, and Seller shall have such additional time within which to perform and fulfill its obligations under the parties' contracts may be reasonably necessary under the circumstances. Seller shall have the further right to apportion its production among its customers in such manner as it considers equitable. Seller shall also have the right to deliver the goods in installments.
4. **TERMS:** All terms are calculated from date of shipment of goods from Seller's plant. Unless otherwise stated on the invoice face, terms are 30 days net from date of shipment. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms or to suspend production, shipment, or delivery in the event timely payment is not made. When partial shipments are made, payments for such partial shipments shall become due in accordance with the terms stated herein. In the discretion of the Seller, a Personal Guarantee may be required.
5. **DEFAULT:** Unpaid invoices over thirty (30) days shall incur a monthly charge of 1.5% of the delinquent amount, enforceable at the option of Seller. In the event it should become necessary to place this account for collection, Buyer agrees to pay all collection costs and expenses, including but not limited to all reasonable and necessary attorney's fees and all costs of court. Failure to enforce any rights at the time of default does not thereby waive any enforcement rights. This Agreement is further subject to the condition that at no time shall Buyer be required to pay any charge or interest rate which exceeds the maximum amount of interest chargeable by law or applicable statute. If Buyer is required to or does pay interest at a rate that exceeds the maximum rate, then such payments shall be computed (or re-computed) to charge only the maximum rate of interest allowed and apply any such over payments to reduction of the delinquent principal amount owed.

_____ By initialing here, you agree to each of the terms set forth above as well as those that follow on the next page.

6. INDEMNIFICATION: BUYER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO BODILY INJURY TO OR ILLNESS, DEATH, OR PROPERTY DAMAGE SUFFERED BY ANY PERSON OR ENTITY, TO THE EXTENT RESULTING FROM: (I) BUYER'S MARKETING, SALE, DISTRIBUTION, MAINTENANCE OR SERVICING OF THE PRODUCTS; (II) BUYER'S BREACH OF THIS AGREEMENT; OR (III) BUYER'S VIOLATION OF APPLICABLE LAW. THIS INDEMNITY APPLIES TO CLAIMS BASED ON ALLEGED NEGLIGENCE (SOLE OR CONCURRENT), STRICT LIABILITY, OR DEFECTIVE CONDITION OF THE PRODUCTS, INCLUDING FAILURE TO DETECT OR WARN OF DANGERS FOR WHICH THE PRODUCTS WERE DESIGNED, EXCEPT TO THE EXTENT SUCH CLAIMS ARE FINALLY DETERMINED TO HAVE RESULTED DIRECTLY FROM SELLER'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR A MANUFACTURING DEFECT NOT INTRODUCED OR CONTRIBUTED TO BY BUYER

SELLER SHALL PROVIDE WRITTEN NOTICE OF ANY CLAIM FOR WHICH IT SEEKS INDEMNIFICATION, AND THE PARTIES SHALL REASONABLY COOPERATE IN THE DEFENSE THEREOF. NO SETTLEMENT THAT IMPOSES LIABILITY OR OBLIGATIONS ON SELLER, OR ADMITS FAULT BY SELLER, MAY BE ENTERED INTO WITHOUT SELLER'S PRIOR WRITTEN CONSENT. BUYER'S OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. RETURNS: No goods or any part of the goods will be accepted for return or replacement unless the return has been previously authorized by Seller.

8. ERRORS: Stenographic and clerical errors and omissions in this acknowledgment are subject to correction.

9. ASSIGNMENT: The assignment of the contract resulting from this agreement or any rights hereunder, or the delegation of any duties hereunder, by Buyer without the advance written consent of Seller shall be void. Seller shall have and may exercise any and all rights and remedies at law or equity to enforce the contract resulting from this acknowledgment.

10. WAIVER: No waiver by Seller of any of provisions appearing hereon shall be deemed to constitute a waiver of any other provisions hereon or a waiver of the same or any other provision with regard to subsequent transactions or subsequent parts of the same transaction.

11. APPLICABLE LAW: The validity, performance, and construction of the contract arising out of this acknowledgment shall be governed by the law of the State of Texas. Both parties agree and stipulate that the sole and only venue for any legal disputes arising from the performance of this contract and/or any obligations thereunder shall be the state courts of Dallas County, Texas.

12. FAIR LABOR STANDARDS ACT/EEOC: Seller represents that with respect to the protection of its products, it will fully comply with Section 12A of the Fair Labor Standards Act of 1938, as amended, and that Seller is an Equal Opportunity Employer.

13. MODIFICATION: THE CONTRACT RESULTING FROM THIS ACKNOWLEDGMENT AND SUCH SECURITY AGREEMENT AS MAY HEREAFTER BE EXECUTED BY THE PARTIES CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE SALE OF THE GOODS DESCRIBED ON THE FACE HEREOF AND SUPERSEDES ALL PREVIOUS COMMUNICATIONS, REPRESENTATION, OR AGREEMENTS, EITHER ORAL OR WRITTEN WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND NO REPRESENTATION OR STATEMENTS OF ANY KIND MADE BY THE REPRESENTATIVE OF THE SELLER, WHICH ARE NOT STATED HEREIN, SHALL BE BINDING ON SELLER. NO ADDITION TO OR MODIFICATION OF ANY PROVISION UPON THE FACE OR REVERSE OF THE CONTRACT RESULTING FROM THIS ACKNOWLEDGMENT SHALL BE BINDING UPON SELLER UNLESS MADE IN WRITING BY AN OFFICER OF SELLER. NO COURSE OF DEALING OR USAGE OF TRADE OR COURSE OF PERFORMANCE SHALL BE RELEVANT TO EXPLAIN OR SUPPLEMENT ANY TERM EXPRESSED IN THE CONTRACT RESULTING FROM THIS ACKNOWLEDGMENT.

14. WARRANTY: NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXTENDED TO BUYER BY SELLER IN CONNECTION WITH THE CONTRACT ARISING OUT OF THIS ACKNOWLEDGMENT. BUYER IS REQUIRED TO COMPLY WITH AND ADHERE TO ALL GAS CLIP TECHNOLOGIES WARRANTY POLICIES. ADDITIONALLY, BUYER IS EXPECTED TO ENSURE THAT ALL CUSTOMERS RECEIVE THE SAME LEVEL OF SERVICE AND WARRANTY PROTECTIONS AS STIPULATED BY THE SELLER'S WARRANTY TERMS. ONLY AUTHORIZED GAS CLIP TECHNOLOGIES COMPONENTS AND ACCESSORIES MAY BE USED WITHIN SELLER'S PRODUCTS. THE USE OF ANY UNAUTHORIZED COMPONENTS WHICH VIOLATES OUR CERTIFICATION IS PROHIBITED.

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*** By signing this document, you agree to each of the terms set forth above. You also authorize GCT to obtain a commercial credit report from Dun and Bradstreet, Credit Safe Reporting Agency, or any other affiliation. Please do not alter any of the terms, conditions, or language in the preceding paragraphs.

Signature: _____ PRINTED TITLE: _____

PRINTED NAME: _____ Date: _____

PRINTED COMPANY NAME: _____