

TREEHAVEN TECHNOLOGIES, INC. • STANDARD TERMS AND CONDITIONS

1. **General.** The terms and conditions on this form constitute the entire agreement between the parties. All sales by the Company (Seller) are expressly conditioned upon the terms and conditions set forth below (the Terms), which are the only Terms of this sale and supersede all prior negotiations, correspondence and statements. These Terms may in some instances conflict with those affixed to Buyer's purchase order or other order. If so, such terms not in conformance with these Terms are rejected and Seller's Terms shall govern. Acceptance of Buyer's Terms which shall be established by a written acknowledgment, by implication, or by acceptance or payment for products ordered hereunder. Seller's failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of these Terms. Any changes in these Terms must specifically be agreed to in writing and signed by an officer or seller before becoming binding. Retention to Buyer of any products sold hereunder shall be conclusively deemed acceptance of these Terms.
2. **Shipment.** All shipments are made F.O.B. Seller's shipping point unless otherwise specified. In the absence of specific instructions, the Seller selects the carrier. Title to products and risk of loss pass to Buyer upon delivery thereof by Seller to the carrier or delivery service. Buyer assumes all risk of loss in shipping and all liability for loss or damages, whether direct, indirect, consequential or otherwise, due to delays once the products have been delivered to the carrier. Buyer agrees to purchase any and all insurance it deems necessary to indemnify it against any loss in shipping. If Seller is requested to purchase insurance for risk of loss in shipping, Buyer agrees to reimburse Seller for any such insurance costs immediately upon receiving an invoice therefore.
3. **Delivery.** Seller shall not be responsible for loss, damage, delay or failure with respect to the products if due to or arising from shortage of raw materials, fires, labor troubles of any kind, accidents, breakdown of machinery, government acts of any kind, failure of manufacturers, subcontractors or suppliers to deliver materials or supplies or to provide services as agreed or contemplated by past dealings, transportation difficulties of any kind, acts of God, acts of Buyer or any other contingencies reasonably beyond Seller's control, whether or not presently occurring or contemplated by either party. Seller shall not be liable for damages, general, consequential or otherwise, or for failure to give notice of any delay until it shall have such additional time within which to deliver the products as may be reasonably necessary under the circumstances and shall have the right to apportion its production among its customers in such a manner as it considers acceptable. Seller shall also have the right to deliver the products in installments.
4. **Limited Warranty.** Seller warrants its products to be in conformance with its plans and specifications and to be free from defects in materials and workmanship under normal use and service for 2 years from the date stamp control on the product, or for products not having a date stamp, for 12 months from date of original purchase unless the installation instructions or catalog sets forth a different time period, in which case such alternate time period shall apply. Seller's obligation shall be limited to repairing or replacing, at its option, free of charge for materials or labor, any part which is proved not in compliance with Seller's specifications or proves defective in materials or workmanship under normal use and service. Seller shall have no obligation under this Limited Warranty or otherwise, if the product is altered or improperly repaired or serviced by anyone other than Seller. For warranty service, return product transportation prepaid, to Treehaven Technologies, Inc., 24 Village Pointe Dr., Powell, OH 43065-7760.

To the extent the product is manufactured by another company and resold to buyer through seller, the seller makes no warranties, limited or otherwise on the product. The buyers remedy would be solely through the manufacturer's warranty. The buyer should contact the manufacturer directly.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL SELLER BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY SELLER'S OWN NEGLIGENCE OR FAULT.

Seller does not represent that the product it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery or fire without warning or protection. Buyer understands that a properly installed and maintained alarm may only reduce the risk of a burglary, robbery or fire without warning, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. CONSEQUENTLY, SELLER SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THE PRODUCT FAILED TO GIVE WARNING. However, if Seller is held liable, whether directly or indirectly, for any loss or damage arising under this Limited Warranty or otherwise, regardless of cause or origin. Seller's maximum liability shall not in any case exceed the purchase price of the product, which shall be the complete and exclusive remedy against Seller. This warranty replaces any previous warranties and is the only warranty made by Seller on this product. No increase or alteration, written or verbal, of the obligations of this Limited Warranty is authorized.

5. **Limited warranty from Buyer to Ultimate Consumer; Indemnification of Seller.** Buyer agrees to deliver to each customer a limited warranty in substantially identical form as the above limited warranty. By accepting the goods, Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against and defend Seller from, any and all suits, claims, demands, causes of action and judgment relating to damages, whether for personal injury or to personal property, suffered by any person, firm, corporation or business association, including but not limited to, Buyer's customers and/or users of the goods, because of a failure of the goods to detect and/or warn of the danger for which the goods were designed, whether or not such damages are caused or contributed to by the sole or joint concurring negligence of Seller.
6. **Returns.** Products will not be accepted for return without Seller's Return Materials Authorization (RMA) and Buyer's Customer Number marked on the carton. Contact Seller for RMA. Returns must be received within 60 days of issuance of RMA. Merchandise must be shipped transportation prepaid to Seller, 24 Village Pointe Dr., Powell, OH 43065, in its original carton along with invoice number and date of purchase. Returns for credit are accepted only for new, unused products in original cartons and are subject to a restocking charge. Unauthorized returns, products previously altered, repaired or serviced other than by Seller, products aged more than 3 months from date of invoice; or discontinued products will not be accepted for credit, and return costs on such merchandise will be Buyer's responsibility.

To the extent the product is manufactured by another company and resold to buyer through seller, the manufacturer's return policy applies.
7. **Taxes.** Prices do not include any municipal, state or federal sales, use, excise or similar taxes. Consequently, in addition to prices specified, the amount of any present or future 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.
8. **Purchase on Credit.** This purchase, or prior purchases of Buyer from Seller, may have given rise to the extension of credit to Buyer by Seller. Seller reserved the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any products when due or for any other reason deemed good and sufficient by Seller, and in such event all subsequent shipments shall be paid for on delivery. If this invoice is not paid when due, Buyer agrees to pay all costs of the collection including agency and attorney's fees, whether incurred in or out of court, on appeal, in arbitration, in Bankruptcy Court, or in any insolvency proceedings.
9. **Interest on Past Due Accounts.** Interest at maximum legal rate or 1½% per month, whichever is lower, may be charged on overdue accounts and such amount will be charged from the date the account became overdue.
10. **Waiver.** No waiver by Seller of any of these Terms shall be deemed to constitute a waiver of any other Terms or a waiver of the same or any other provision with regard to portions of this transaction or future transactions.
11. **Error.** Stenographic and clerical errors and omissions in the invoice are subject to correction.
12. **Applicable Law.** This agreement shall be deemed entered into in the State of Ohio, and the laws of Ohio shall govern its validity, performance and construction.