

WRG, LLC
TERMS AND CONDITIONS

The attached Proposal and Sales Agreement which, upon execution by WRG, LLC (Seller) and Purchaser, shall become a legally valid and binding contract which is subject to the following Terms and Conditions:

1. PRICE AND PAYMENT

- 1.1 This Proposal shall be firm and remain open for acceptance by Purchaser for a period of 30 days after the date hereof, except that the Seller reserves the right to withdraw the proposed pricing for any product(s) where the Seller's manufacturer changes its pricing between the date hereof and the date of the Seller's order therefore, is accepted by the manufacturer.
 - (a) Unless otherwise noted, prices are exclusive of any applicable sales, use, excise or other taxes with respect to the products and/or this transaction, and Purchaser agrees to pay all such taxes (other than taxes measured by the income of Seller) or, provide Seller with an appropriate certificate showing an exemption from such taxes.
 - (b) Unless otherwise noted, prices include shipping costs for standard transportation and standard domestic packaging. Special shipping, delivery and/or handling requested by Purchaser will be subject to extra charges payable by Purchaser.
- 1.2 For Purchasers with approved credit, Seller's standard payment terms for products and services are Net 10 days from the date of invoice. A non-refundable deposit of 50% of the Proposal total is due and payable prior to order placement by the Seller with its manufactures to begin production. Proposed pricing is discounted to reflect cash payment. Alternative forms of payment such as credit cards or P-Cards are subject to increased pricing.
- 1.3 Purchaser agrees to pay Seller the lesser of one and one-half percent (1-1/2%) per month, or the highest rate permitted by applicable law, on all unpaid and overdue balances, as well as any costs and expenses of collection (including attorney fees) if Seller engages an attorney to collect such balances. Seller reserves the right to modify or revoke its credit terms if Seller, in its sole discretion, judges Purchaser's financial condition to be inadequate to justify existing credit terms.
- 1.4 Should Purchaser require invoicing before delivery and/or installation, Purchaser agrees to payment of such invoices under Seller's standard payment terms and will not delay payment until after delivery and/or installation.

2. DELIVERY AND INSTALLATION

- 2.1 Service charges for delivery and installation are not included in the product pricing and such services, if provided, shall be at additional cost unless otherwise noted in the Proposal and Sales Agreement.
- 2.2 Seller shall order products from the applicable manufacturers at such time as Seller deems appropriate in light of Purchaser's requested timetable for delivery and installation.
- 2.3 Purchaser shall be responsible for providing adequate receiving facilities to accept receipt of products consistent with scheduled shipping dates that will be provided to the carrier and the Purchaser for delivery to the Purchaser's site. Purchaser shall also be responsible for inspection of incoming shipment(s) for damage and the notation of any damage on the bill of lading when sign-off acceptance is provided at the point of delivery. Unless otherwise provided in Seller's Proposal, Purchaser shall be responsible for providing personnel to perform all receiving functions for products shipped direct to Purchaser's site. Product will be shipped F.O.B. factory and risk of loss shall pass to Purchaser upon delivery to the carrier. Purchaser shall be responsible for the processing of claims with carriers if necessary.
- 2.4 If delivery and installation services are to be provided by the Seller, the following provisions shall apply:
 - (a) Purchaser shall be responsible for providing adequate staging areas and facilities for the efficient movement of products (including elevator service) and a cleared installation site that is free from debris and interference from other trades. The site should be ready for final installation of products in an efficient and continuous sequence.
 - (b) Purchaser shall be responsible for providing the cleared installation site in a timely fashion, and of continuous duration, so as to accommodate commencement and continuous work on the installation during regular working hours on a first shift basis, all in relation to the scheduled installation date.
 - (c) Purchaser shall be responsible for providing, without charge to Seller, electrical power (and the services of an electrician if, in Seller's opinion, wiring hookups require a licensed electrician), heat, drinking water, sanitary facilities and security for the installation site during the performance of the installation services.
 - (d) All service pricing, quoted by Seller or set forth herein, is based on regular hours, not weekends or overtime periods. Should Purchaser require services to be performed outside the standard eight (8) hour work day, Purchaser agrees to pay additional charges for the same. Seller's standard eight (8) hour work day is defined as Monday through Friday, (excluding holidays) 8:00 am – 5:00 pm. Overtime will be charged at the rate of 1 and ½ times the standard rate for the hours Monday through Friday, 5:01 pm – 7:59 am and Saturday from 8:00 am through 5:00 pm. All time is Central Standard Time, unless Central Daylight Time is in effect. Time begins at departure from Seller's site of business and ends upon return to Seller's site of business.
 - (e) Move-up delivery and installation change requests submitted to the Seller by the Purchaser within 15 days of the planned delivery date will be subject to a \$350 per day surcharge payable by the Purchaser.
- 2.5 Postponements or delays resulting in storage and double handling.
 - (a) Payment to the Seller will be required by the Purchaser for products, storage, double handling, and other costs incurred by Seller, depending upon the length of the delivery and installation postponement/delay, the amount of notice provided by the Purchaser and the resulting costs incurred by Seller. Seller may require Purchaser to prepay the related services cost prior to final delivery.
 - (b) When the Purchaser delays delivery and/or installation, the Seller reserves the right to place the products in storage at the Purchaser's risk and expense. Storage will be charged to the Purchaser at the prevailing current market rates per square foot, per month, prorated weekly. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
 - (c) Payment to the Seller will be required by the Purchaser for manufacturer driven surcharges imposed on the Seller resulting from shipping and scheduling changes requested by the Purchaser after order acknowledgements have been received. Typically surcharges by manufacturers center around weekend or after-hours deliveries, expedited shipments and trailer hold requests.

3. CHANGES AND CANCELLATION

- 3.1 Products that have been ordered by the Purchaser are not returnable and orders are not cancelable without prior written approval from Seller, and Seller's approval may be conditioned on Purchaser's payment of a 50% restocking fee on all products.
- 3.2 If allowed by manufactures, order changes to quantities or specifications, after the Seller has placed orders with manufactures, will be subject to order changes fees of \$350.00 per order per allowable change.
- 3.3 If Seller changes the delivery and/or installation date at the request of the Purchaser, the Seller will invoice the Purchaser on the original date established for the delivery and/or installation and the Purchaser agrees to pay such invoices, in full, within the Seller's standard payment terms.

4. CLAIMS AND WARRANTIES

- 4.1 Seller warrants any services performed by Seller to be free from defects in workmanship for a period of one (1) year after the date of completion as reflected in Seller's records. Seller shall, at its option, repair or replace, any work which proves to be defective within the warranty period, which remedy is agreed to be exclusive as a condition of sale. Upon request, Seller will assign to Purchaser any express warranty granted to Seller by the manufacturer of any product purchased hereunder in the exact form issued by the manufacturer, but Seller makes no warranty of any kind whatsoever

as to such products on its own behalf. EXCEPT AS SPECIFIED IN THIS SUBSECTION 4.1, SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

- 4.2 In no event shall Seller incur any liability for lost profits or other special incidental or consequential damages with respect to this Agreement or any of the services or products provided hereafter.
- 4.3 In no event shall Seller incur any liability with respect to delay in performance, or failure to perform, any obligation under this Agreement where such delay or failure is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the reasonable control of the Seller, whether of the class of causes enumerated or otherwise.
- 4.4 Unless Seller has agreed to perform receiving functions, Purchaser shall inspect products and notify the Seller in writing within five (5) business days after delivery of any nonconformities, defects, errors or shortages, describing in reasonable detail the alleged nonconformity, defect, error or shortage. Failure to make such claims within such time shall be deemed a waiver.
- 4.5 Purchaser agrees to retain original invoice from Seller for warranty verification and to provide same to Seller upon request.

5. MISCELLANEOUS

- 5.1 This Proposal constitutes an offer, on behalf of the Seller, to sell the products described on the face hereof exclusively on the terms and conditions stated herein, and execution of this Proposal by Purchaser is hereby expressly limited to the terms and conditions stated herein, which execution shall create a legally valid and binding agreement between the parties. No additional or different terms or conditions, whether stated in any form utilized by the Purchaser as a purchase order form, or elsewhere, shall be applicable to the transaction, unless specifically agreed to in a separately signed, written instrument executed by an authorized officer of the Seller.
- 5.2 This Agreement contains the entire understanding of the parties with respect to its subject matter, and there are no terms, conditions, representation or understanding, except as expressly set forth herein. This Agreement may be amended or modified only by written instrument separately signed by the authorized representative of the parties hereto. No failure by a party to insist upon performance by the other exactly as specified herein shall be deemed a waiver of the right to insist upon such performance during the continuation of such deficiency, nor of the right to insist upon such performance on any future occasion, it being the intention of the parties that any and all waivers hereunder shall be expressed in written form signed by the party against whom such waiver is asserted.
- 5.3 This document shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representative, successors and assigns, as the case may be.
- 5.4 Seller maintains general public liability, automobile and worker's compensation insurance, and a certificate evidencing Seller's coverage will be delivered to Purchaser, upon receipt of written request, therefore by Seller.

6. SECURITY INTEREST

Until such time as payment for products is made in full, Seller retains and Purchaser grants a security interest in the products, as they are described on the Proposal, to secure payment and performance of all of Purchaser's obligations under this Agreement. Accordingly, Purchaser warrants and covenants that:

- 6.1 The products are bought primarily for use in business operations.
- 6.2 Purchaser will promptly notify Seller of any change in the location of the products.
- 6.3 Purchaser agrees that they will not attach the products to real property in any way that might make them fixtures.
- 6.4 Seller may file a financing statement on behalf of Purchaser to perfect the security interest.
- 6.5 Purchaser will not sell or offer to sell or otherwise transfer the products or any interest in them without the written consent of Seller.
- 6.6 Purchaser until full payment has been made for the products will maintain insurance at all times with respect to the products against risks of fire (including extended coverage), theft, and other risks as Seller may require. The insurance shall be in form and amounts that are satisfactory to Seller.
- 6.7 Purchaser will keep the products free from any adverse lien, security interest or encumbrance and in good order and repair. Seller may examine and inspect the products at any time.
- 6.8 Purchaser will pay promptly when due all taxes and assessments upon the products or their use.
- 6.9 At its option, Seller may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the products, may pay for insurance on the products and may pay for the maintenance and preservation of the products. Purchaser agrees to reimburse Seller on demand for any payment made or expense incurred by Seller pursuant to this authorization and to pay costs of collection, including reasonable attorneys' fees.
- 6.10 Until default, Purchaser may maintain possession of the products and use them in any lawful manner not inconsistent with this Agreement and not inconsistent with any policy of insurance on them.
- 6.11 Purchaser is in default under this Agreement upon the occurrence of one or more of the following events or conditions:
 - (a) Purchaser failed to pay for the products and services within terms. Terms are Net 10 days from date of invoice;
 - (b) Default in the performance of any obligation, covenant or liability contained or referred to herein;
 - (c) A warranty, representation or statement made or furnished to Seller by or on behalf of Purchaser proves to have been false in any material respect when made or furnished;
 - (d) Any event which results in the acceleration of the maturity of the indebtedness of Purchaser to others under any indenture, agreement or undertaking;
 - (e) Loss, theft, damage, destruction, sale or encumbrance of the products, or any part of them, or the levy, seizure or attachment of the products or any part of them;
 - (f) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of a proceeding under any bankruptcy or insolvency law by or against, Purchaser or a guarantor or surety for Purchaser; or
 - (g) A material adverse change in the business or financial condition of Purchaser has occurred.
- 6.12 Upon default and at any time thereafter, Seller has the remedies of a secured party under the Uniform Commercial Code. Seller may require Purchaser to assemble the products and make them available to Seller at a place to be designated by Seller that is reasonably convenient to both parties. Purchaser agrees to pay Seller the expenses of retaking and selling the collateral including reasonable attorneys' fees and legal expenses.
- 6.13 No waiver by Seller of a default operates as a waiver of any other default or of the same default on a future occasion.

The undersigned agrees to purchase products and services per the terms and conditions detailed in this proposal and sales agreement. These terms and conditions will apply to future purchases until such time business requirements dictate otherwise and new terms and conditions are issued.

Accepted _____ for _____ Purchaser:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

WRG, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____