

## BRIGHT VIEW TECHNOLOGIES CORPORATION TERMS AND CONDITIONS OF SALE

1. **Terms and Conditions.** These Terms and Conditions shall apply to purchase orders issued and accepted or other contractual commitments to buy and sell Bright View Technologies Corporation's (BVT's) products ("Products") (collectively, "Orders"). BVT hereby gives notice of its objection to any different or additional terms that may be included by the person, firm, corporation or other business entity that places an Order ("Buyer"). Notwithstanding any prior course of dealing, BVT shall be under no obligation to accept any Order from Buyer. If Buyer has not otherwise accepted these Terms and Conditions, Buyer's acceptance of any Products delivered by BVT shall constitute Buyer's acceptance of these Terms and Conditions with respect to such Order. These Terms and Conditions shall govern each Order notwithstanding any different, conflicting or additional terms and conditions that may appear on any form submitted by Buyer.

2. **Prices.** BVT's prices for Products are subject to change without prior notice. Prices payable under an Order for Products shall be based on BVT's published prices in effect at the time of shipment. Prices are exclusive of all sales, use and similar taxes. Any tax BVT may be required to collect or pay upon the sale or delivery of the Products shall be for the account of Buyer, who shall promptly pay the amount thereof to BVT or the taxing authority as required. Any increase in the cost to produce, sell or transport the Product, and any increase in the cost of materials used to manufacture the Product, caused by any tax, excise, duty or other charge of any kind imposed by any federal, state or local government or agency, shall be added to the price and shall be paid by Buyer to the extent permitted by applicable law. Income, franchise, gross receipts, occupational and other similar taxes shall not be considered a tax or government charge within the meaning of the previous sentence.

3. **Revocation of Orders.** Buyer shall not be entitled to revoke, defer or change any Order in process of production unless approved by BVT in writing on terms that will compensate BVT for all costs and expenses associated therewith and will indemnify BVT against all losses related thereto.

4. **Deliveries and Delivery Quantities.** BVT will make all reasonable efforts to adhere to the shipping or delivery dates requested by Buyer. BVT shall not be liable for any damages, loss or expense of Buyer for failure to meet any shipping or delivery dates for any reason whatsoever. Freight terms shall be as stated on the face of the Order. Unless otherwise stated on the face of the Order, title to, and risk of loss for, the Products shall pass to Buyer upon delivery to carrier at Seller's premises. Buyer shall accept overruns and under-runs on each individual item of Products purchased hereunder, not exceeding 10% of the quantity of any Product ordered. Notwithstanding the foregoing, BVT may make partial deliveries of Products. In the event of a shortage of any Product or delays in delivery caused by force majeure as provided in Paragraph 12 below, BVT reserves the right to apportion Products among its customers in its sole discretion. BVT shall not be obligated to make up deficiencies in shipments hereunder due to force majeure except by written mutual agreement.

5. **Payment and Credit Terms.** BVT's payment terms are net 30 days from the date of the invoice for Buyers who have an established credit record with BVT, which shall be determined by BVT in its sole discretion. BVT reserves the right to refuse to deliver any Product to Buyer except upon payment in cash upon delivery. In the event Buyer fails to make payments as required herein, Buyer shall pay the costs of collection and attorneys' fees, all without relief from valuation and appraisal laws. BVT shall be entitled to setoff any amount owed by Buyer or by any of Buyer's affiliates to BVT or to any of BVT's affiliates against any amount payable by BVT in connection herewith.

6. **Warranties and Remedies.** BVT warrants that at the time of shipment all Products sold hereunder shall be free of defects in workmanship and material and conform to any Product descriptions that are made a part of the Order. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE, BVT MAKES NO WARRANTY REGARDING PRODUCTS SOLD HEREUNDER (OTHER THAN WARRANTY OF TITLE) AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE HEREIN ARE MADE SOLELY TO BUYER AND SHALL NOT EXTEND TO OR BE ASSIGNABLE TO BUYER'S CUSTOMERS, INCLUDING BUT NOT LIMITED TO ANY CUSTOMER WHO MAY BE A CONSUMER AS THAT TERM IS DEFINED UNDER THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENT ACT. If any Product delivered hereunder fails to conform to the foregoing warranty and such Product is returned to BVT by Buyer, then BVT's exclusive liability and Buyer's exclusive remedy shall be for BVT, at BVT's sole option, to repair or replace such Product and make such repaired or replacement Product available for shipment to Buyer. BVT's obligation to repair or replace is expressly conditioned on (a) Buyer obtaining written return authorization from BVT prior to returning such non-conforming Product and (b) BVT's receipt of such non-conforming Product within 30 days after delivery. Buyer shall bear all costs of transporting the non-conforming Product back to BVT for repair or replacement and then from BVT back to Buyer. BVT's remedial obligations shall be excused if the Product has been subjected to alteration, misuse, abuse or improper storage by Buyer or was damaged after shipment. Unless BVT expressly agrees in writing in advance, no set-off, allowance or credit shall be allowed for any non-conforming Product. Any Product for which BVT's remedial obligations are excused as provided herein shall be held for Buyer by BVT pending Buyer's shipping instructions, Buyer shall furnish such instructions promptly upon request, and Buyer shall be responsible for all freight charges incident to the return and re-shipment of such Product.

7. **Usage.** BVT reserves the right to select sources of supply for raw materials and to change the raw materials at any time. BVT does not guarantee the compatibility of performance of the materials in its Products, or the Products themselves, with any of Buyer's specific products or intended uses, whether or not such uses are known to BVT. Buyer is responsible for ensuring compatibility between BVT's Products and any other products or components that may be combined therewith or placed therein. Buyer assumes all risk and liability for results obtained by the use of the Products sold hereunder, whether used singly or in combination with other products. Buyer shall indemnify and save BVT harmless from and against (a) any and all loss, damage, injury, claim, cause of action or proceeding arising out of the sale or use of BVT's Products, whether singly or in combination with other products, and (b) any and all costs and expenses, including attorneys' fees, related thereto. BVT PRODUCTS ARE SOLD FOR SINGLE USE ONLY. BUYER SHALL NOT, DIRECTLY OR INDIRECTLY, ANALYZE OR REVERSE ENGINEER ANY BVT PRODUCTS, OR USE BVT PRODUCTS TO REPLICATE ANY OF BVT'S STRUCTURES AND/OR PATTERNS WITHOUT THE PRIOR WRITTEN CONSENT OF BVT.

8. **Distribution.** To the fullest extent permitted by applicable law, in the event of and in connection with any resale of BVT's Products by Buyer in any fashion whatsoever, Buyer shall require and obtain from its customers restrictions of warranties and limitations and waivers of liability, and other limited remedies, defenses and protections running to and for the benefit of

BVT, including indemnity, at least equal to and including such items set forth herein, in order to maintain and provide to BVT throughout the channels of distribution through and including the ultimate use and consumption of BVT's Products the limitations and waivers of liability, remedies, defenses and protections set forth herein without any enlargement whatsoever of liability of BVT as if the sale hereunder to Buyer were to and for the ultimate use or consumption of BVT's Products. Buyer shall ensure that all information, labels and other warnings concerning BVT's Products provided to Buyer by BVT, if any, are kept and delivered with BVT's Products throughout the channels of distribution. Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and hold BVT harmless from and against any and all loss, damage, injury, claim, cause of action or proceeding that may result from Buyer's failure to adhere to the covenants contained in this paragraph, and from and against any and all costs and expenses, including attorneys' fees, related thereto.

9. **Export Controls.** Products sold hereunder may be subject to U.S. export control laws, restrictions, regulations and orders. Diversion contrary to U.S. law is prohibited. Buyer shall be responsible for obtaining all required licenses to export, re-export or import. Buyer shall comply with all applicable U.S. and foreign export laws, restrictions and regulations and shall not export or transfer for the purpose of re-export, any Product to any prohibited or embargoed country or to any denied, blocked, or designated person or entity as listed in any such U.S. or foreign law or regulation. Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nations or Debarred Persons lists and is not otherwise prohibited by law from purchasing the Products hereunder.

10. **Limitation of Liability.** IN NO EVENT SHALL BVT BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ORDER OR THE PRODUCTS SOLD HEREUNDER, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, INCLUDING STRICT LIABILITY, WHETHER AT LAW OR IN EQUITY, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT AND PRODUCT LIABILITY CLAIMS. IN NO EVENT SHALL BVT'S AGGREGATE LIABILITY TO BUYER WITH RESPECT TO ANY PRODUCT DELIVERED PURSUANT TO ANY ORDER EXCEED THE AGGREGATE COMPENSATION PAYABLE TO BVT HEREUNDER FOR THE PRODUCTS COVERED BY SUCH ORDER.

11. **Infringement.** Without limiting Buyer's obligations as stated elsewhere herein, Buyer shall indemnify and save BVT harmless from and against (a) any claim, suit or proceeding based on an allegation that any Product furnished hereunder in compliance with Buyer's instructions or specifications constitutes an infringement of any patent, trademark, trade secret or copyright and (b) any judgment or other recovery therein. Buyer shall promptly pay or secure any judgment or recovery and pay BVT's reasonable costs and expenses, including attorneys' fees, in defending any such claim, action or proceeding.

12. **Force Majeure.** Neither Buyer nor BVT shall be liable to the other for any failure to perform, or delay in the performance of any obligation hereunder (except the obligation to pay amounts due hereunder) to the extent such failure or delay is due to causes beyond the reasonable control and without the fault or negligence of the party whose performance is prevented or delayed, provided that the party whose performance is prevented or delayed (a) provides prompt written notice to the other of such circumstances and (b) makes reasonable efforts to perform or complete performance hereunder despite the impediment to performance. Without limiting the generality of the foregoing language, such causes shall include fire, storm, flood, act of God, war, explosion, sabotage, act of terrorism, strikes or other labor trouble, shortages or inability to secure transportation, raw materials, machinery and/or other equipment necessary for the manufacture of the Products, the expropriation of BVT's plant, the Products and/or raw materials in whole or in part by a federal or state authority, acts of the federal government, any state or local government or any agency thereof and any other like cause interfering with the production or transportation of the Products.

13. **Cancellation.** BVT may cancel any Order upon Buyer's breach or repudiation thereof for any reason, including bankruptcy, reorganization or insolvency or for the appointment of a receiver or any assignment for the benefit of creditors and without regard to materiality of such breach or repudiation, provided such breach shall not be cured, or such repudiation is not retracted, within five days after BVT provides written notice thereof to Buyer.

14. **General Provisions.** These Terms and Conditions and any sale hereunder shall be governed by the laws of the Commonwealth of Virginia, U.S.A., notwithstanding any choice of law provision that might apply the laws of another jurisdiction. Any claim or dispute arising out of an Order or the Products delivered under any Order may only be brought in the state and federal courts located in the Commonwealth of Virginia. Buyer may not assign any Order or any interest therein without the prior written consent of BVT. Any actual or attempted assignment without such consent shall be void and shall entitle BVT to cancel the Order. Each Order is for the sale of goods, and the relationship between the parties is that of buyer and seller. Nothing herein shall be deemed to constitute a hiring, partnership or joint venture between the parties. Except as otherwise provided herein, all rights and remedies whether conferred hereby or by any other instrument of law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any term or condition herein shall not be construed as a waiver of that or any other term or condition. No waiver shall be binding upon BVT unless in writing and signed by BVT and any such waiver shall be limited to the particular instance referred to. In the event any provision of these Terms and Conditions is held invalid under any applicable statute or rule of law, then to the maximum extent permitted by law, such provision shall be deemed severable from these Terms and Conditions and the remainder shall continue in full force and effect. Notwithstanding the above, such invalid term or condition shall be construed, to the extent possible, in accordance with the original intent of the parties. Each Order and these Terms and Conditions constitute the entire agreement between BVT and Buyer with respect to the Order and supersede all proposals, oral and written, all previous negotiations and all other communications between the parties. Notwithstanding the foregoing, if the invoice to which these Terms and Conditions are attached is in confirmation of, or is issued pursuant to, a prior written agreement between the parties that is applicable to the sale of the Products identified herein, then the terms and conditions of such prior agreement shall take precedence over these Terms and Conditions to the extent these Terms and Conditions are inconsistent with such prior agreement.