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 entity placing the order, as such terms may be contrary to 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 Orders. These Terms and Conditions are the entire Agreement between Buyer and BVT for the sale of all goods. Buyer’s payment or acceptance of any Product or 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, taxes, tariffs, duties, excise, customs duties, and any increase in the cost of or taxes on 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.

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 of such Products. Payment for all materials 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 materials purchased hereunder, Buyer shall accept such quantity of any Product ordered. Buyer’s obligations as stated elsewhere herein shall be limited to direct damages, and other limited remedies, defen...