

STATE OF GEORGIA  
COUNTY OF GWINNETT

American Wood Technology, LLC.. (“Seller”)  
**TERMS AND CONDITIONS OF SALE AGREEMENT**

For mutual considerations, receipt and sufficiency of which are hereby Acknowledged, American Wood Technology, LLC.. (“Seller”) and Client as is listed on the sales or Purchase order (“Buyer”) hereby agree as follows:

- 1. ACCEPTANCE OF ORDER.** All orders are subject to acceptance by Seller at its home office in Suwanee, Georgia by an authorized Seller representative. Acceptance may be made by delivery of the ordered goods/services or by written confirmation. Acceptance is, in all cases, conditional upon Buyer’s agreement to the terms and conditions set forth in this Agreement. After Seller’s acceptance, Buyer may not cancel its purchase order without the written consent of Seller. Seller may cancel the order and is not obligated to complete its obligations under Buyer’s purchase order if, at any time, in Seller’s opinion, all terms and conditions of this Agreement are not complied with by Buyer, a force majeure event has occurred, or Seller has reasonable grounds for insecurity with respect to performance by Buyer. Following such cancellation, Seller shall refund to Buyer any portion of the purchase price Buyer had paid for unshipped goods less its administrative/legal costs incurred in connection with such action, and Buyer shall have no other rights against Seller with respect to such cancellation including, but not limited to, damages as a result of such cancellation.
- 2. PAYMENT FOR GOODS.** Payment shall be made as set forth on Seller’s invoice. If payment terms are not set forth there, payment shall be by certified funds, bank wire, or bank draft due within 30 days of Seller’s invoice. No cash payments will be accepted. All shipments, deliveries and performance of work shall be subject to credit approval by Seller. Seller may, at any time, decline to make any shipments, deliveries, perform any work, or extend additional credit, except upon receipt of payment due. Notwithstanding any other term hereof, if, in Seller’s opinion, Buyer’s financial condition or payment history makes Seller insecure as to payment for the goods, Seller may require full or partial payment in advance. Any payment or charge not received when due will bear interest at the rate of 1.5% per month (18%) per year, from the date due. All payments shall be made in United States dollars to Seller’s Suwanee, Georgia address. The full purchase price set forth for the goods/services shall not be subject to any set-off, deduction or counterclaim of any kind. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owed by Buyer without prejudice to, or discharge or accord and satisfaction of, the remainder of any such indebtedness or obligation, regardless of any condition, provision, statement, legend, notation, document or writing appearing on, referring to, or accompanying such check or remittance. Any bank charges for drafts, wire transfers, and bad checks shall be paid by Buyer. In the event of litigation, the prevailing party shall be entitled to collect its attorney’s fees from the losing party.
- 3. TAXES.** All personal property, sales, use, excise, import, duty, value added, and similar taxes applicable to the goods/services, not measured by the income of Seller, shall be paid by Buyer, or Buyer shall provide Seller with a valid tax exemption number or certificate acceptable to the applicable taxing authorities.
- 4. DELIVERY; RISK OF LOSS; RETENTION OF TITLE.** Unless otherwise stated on the front side of Seller’s invoice, prices and shipments are F.O.B. Seller’s warehouse in Georgia and do not include taxes, freight, delivery, insurance, dismantling, loading or unloading. Such additional charges shall be paid by Buyer. Shipment of the goods will be as stated on the front side of Seller’s invoice, or if none is

specified, the, Seller will use its discretion in selecting the transportation method or request Buyer to make shipping arrangements directly. Any estimated or designated date of shipment is not a guaranteed date of shipment. Seller shall not be liable for any damages or loss, or failure of or delay in performance, for any reason, including but not limited to, acts of nature, disaster, fire, flood, explosion, war, strike, riot, sabotage, embargo, law, regulation, ruling order or requirement of any government or government agency or court or tribunal, military authority, shortage or failure of appropriate materials, equipment, or labor, or any other cause beyond Seller's control, including delays due to Buyer's acts, omissions or rush circumstances. Seller reserves the right to make deliveries in installments. The delivery of part of an order shall not obligate Seller to make further deliveries. Seller reserves the right to allocate its inventory. Risk of loss and damage to the goods shall pass to Buyer at Seller's Georgia facility. Claims for goods lost or damaged in transit are Buyer's responsibility.

***Seller retains title to the goods until the full purchase price has been paid in full and, if applicable, buyer is responsible for all costs associated with any required local UCC filing.***

**5. INSPECTION AND ACCEPTANCE OF GOODS.** Buyer shall inspect the goods within 15 business days after delivery. Failure of Buyer to inspect the goods and/or failure to notify Seller in writing of any noncompliance or other reason for Buyer's rejection of any of such goods within such period and the specific grounds for rejection shall constitute irrevocable acceptance of the goods.

**6. SAFETY COMPLIANCE.** Buyer shall use, and shall require its employees and agents to use, proper safe installation and operating procedures as set forth in the applicable manuals, instructions, and labels. Buyer shall not remove or modify any safety device, guard, label, or warning. Buyer shall comply with these requirement and all applicable safety and health laws, standards and regulations. Seller shall have no liability for, and Buyer shall indemnify and hold Seller harmless from any damages, obligation, loss, and expense related to Buyer's possession, installation, or use of the goods. Buyer is solely responsible for damage to the goods from improper connections, loads or other use which adversely affect the operation of the goods. It is Buyer's responsibility to ensure electrical and other code compliance of the goods.

**7. RETURN OF PARTS.** Buyer may only return parts to Seller in accordance with Seller's return policies as in effect from time to time. Returns must receive written authorization from Seller on Seller's Return Authorization Form. Seller has no obligation to accept returned goods. Seller may charge a restocking fee of 15% of the purchase price on any return parts accepted by Seller. No used, damages, obsolete, or customized parts are returnable. Shipping must be prepaid by Buyer.

**8. LIMITATION OF LIABILITY.** SELLER SHALL NOT BE OBLIGATED OR LIABLE TO BUYER OR ANY OTHER PERSON, IN TORT OR CONTRACT OR OTHERWISE, BASED UPON NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR OTHERWISE, FOR ANY DAMAGES OR LOSSES OF ANY KIND THAT ARE OF SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONTRIBUTORY NATURE, INCLUDING BUT NOT LIMITED TO THOSE BASED UPON ANY LOSS OR DAMAGE RESULTING FROM GENERAL OR PARTICULAR REQUIREMENTS AND NEEDS OF BUYER OF WHICH SELLER MAY HAVE HAD REASON TO KNOW, LOST PROFITS OR REVENUE, ANTICIPATED SAVINGS, GOODWILL, FACILITY OR PRODUCTION DOWNTIME, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS, LOSS OR DAMAGE OF MATERIALS, LOSS OR INJURY TO PERSON OR PROPERTY, NOR SHALL SELLER BE LIABLE FOR ANY DAMAGE TO OR LOSS OF BUYER'S PROPERTY BASED UPON BUYER'S USE OR POSSESSION OF THE GOODS. Without limiting the foregoing, Seller shall have no liability or responsibility for damage or loss of use of goods from transit, accident, disaster or other force majeure, misapplication, abuse, misuse, improper unloading or handling, negligence, vandalism, failure to properly maintain or operate, Buyer's programming or applications, modification other than by Seller, integration with other applications, installation or repair attempts other than by Seller,

environment, external sources, or normal wear and tear. Under no circumstances will the aggregate liability of Seller for any cause of action related to this Agreement or the goods/services covered exceed the amount of the purchase price. Any legal action against seller must be filed covered hereby must be brought within one (1) year of the date of invoice for such goods. Buyer shall hold harmless, indemnify and pay to defend Seller for any and all actions and causes of actions and demands for relief brought against it by any third party for any of the above-referenced causes of action.

**9. SECURITY INTEREST.** To secure the payment of purchase price and any other amounts due Seller from Buyer, Buyer hereby grants to Seller a continuing and first priority security interest in the goods covered by this Agreement and any and all proceeds thereof. Seller shall have all of the rights and remedies available to a secured party, which shall be cumulative with all other rights and remedies afforded a seller of goods by law.

Buyer hereby designates Seller as its attorney-in-fact to sign any financing statements required by Seller to perfect this security interest. The goods shall be and remain personal property and not fixtures whether or not attached to real property.

**10. ENTIRE AGREEMENT; MODIFICATION.** This Agreement constitutes the entire agreement and final, complete, and exclusive written expression by Seller and Buyer of all of the terms and conditions of sale with respect to the purchase and sale of goods/services covered by this Agreement and may not be changed, amended, supplemented, or waived (by course of dealing, usage of trade or course of performance, other otherwise) except by written agreement signed by Buyer and an authorized representative of Seller specifically referring to being an amendment or waiver to this Agreement. Any representation, warrant, quote, purchase/sales order, confirmation, statement, price, drawing, description, data, specification, agreement, or undertaking (oral or written) not expressly set forth in this Agreement shall be superseded by this Agreement and shall not be effective or enforceable or relied upon. The terms of this Agreement are independent and severable so that if one provision is not enforceable, that does not affect the remainder of the provisions. No additional or different terms or conditions (including but not limited to Buyer's purchaser order form) shall become part of this Agreement, any new or different terms being hereby expressly rejected. Buyer's retention of any goods or payment of any portion of the purchase price constitutes Buyer's acceptance of the terms of this Agreement. The failure or delay in enforcing any provision of this Agreement shall not be deemed a waiver of such provision or right. No waiver of any term of this Agreement shall be effective unless made in writing and signed by the party against whom the waiver is asserted. No such waiver shall be a continuing waiver or waiver of any other term or breach or default. The rights and obligations of Seller and Buyer under this Agreement are binding upon and inure to the benefit of each of their respective successors, permitted assigns, trustees, and legal representatives. Buyer may not assign its rights under this Agreement without the prior written consent of Seller.

**11. GOVERNING LAW; JURISDICTION.** The laws of the State of Georgia, USA shall govern this Agreement and any related dispute between Buyer and Seller. Buyer consents to jurisdiction of the Georgia courts with respect to any matter related to this Agreement or the goods/services covered hereby.

**12. VENUE/JURISDICTION.** All disputes between Buyer and Seller shall be heard by any court of record located in Gwinnett County, Georgia. Buyer and Seller agree that the courts of Gwinnett County, Georgia shall have exclusive venue regarding litigation among the parties. It is fully understood and accepted by any and all involved party, that prior to any legal or court action, that any case of significance will first go for arbitration. Both parties will abide by the finding of such arbitration and shall be in accordance with the rules set by the US Arbitration Association.

**13. WARRANTY.** American Wood Technology, LLC.. makes no warranties, express or implied, other than any warranties it provides Buyer via a separate document or from what is provided directly from the manufacturer whom we represent.

**14. ENFORCEABILITY.** Should any portion of this contract be deemed unenforceable by a court of law, it is agreed that all other portions of this contract shall be enforceable and shall remain in full force and effect.

**15. GENERAL NOTATION AND UNDERSTANDING.** Seller is not a manufacture of any goods and is an agent for the manufacture's it represent. Seller sell under the conditions that are offered by the supplier or manufacturer of the goods sold. In our case of larger type treating equipment, such international agreed upon conditions are ORGALIME. With our sales agreement client has been presented with the relevant ORGALIME sales conditions. This document and agreement shall be the ultimate agreement between the parties of any transaction between seller and buyer.

**Placing an order with seller for any goods and services offered applies consent and agreement with our advised terms and conditions listed herein. A written and signed copy may be requested at any time by contacting the company.**