
STANDARD TERMS AND CONDITIONS OF SALE

Goods and services sold or provided by Shur Farms Frost Protection® div. Recovery P.T. Corp., or its subsidiaries are expressly subject to the following terms and conditions. Any additional or different terms or conditions set forth in buyer's purchase order or similar communication are objected to and shall not be binding unless specifically agreed upon in writing by a Recovery P.T. Corp. corporate officer. Buyer's acceptance of the proposal and /or payment or deposit for such goods included in the proposal constitutes acceptance of Recovery P.T. Corp.'s terms and conditions.

PRICE: Prices quoted are subject to the time limitations set forth on the proposal, or 30 days from the date of receipt of the proposal, whichever is longer. Prices, in effect at the time of the acceptance of the proposal after this period, will prevail. Unless otherwise noted, all sales are made fob point of shipment and in all cases title shall pass upon delivery to the carrier at point of shipment and thereafter all risk of loss or damage shall be upon buyer.

DELIVERY: Delivery dates given in advance of actual shipment are estimates and shall not be deemed to represent fixed or guaranteed delivery dates. Recovery P.T. Corp. shall not be liable for failure to deliver, or delay in delivery or performance due to cause (1) beyond it's reasonable control, (2) act of God, act or omission by the buyer, act of civil or military authority, fire, strike, or other labor difficulty, riot, or other civil disturbance, insolvency or other inability to perform by its suppliers, delay in transportation, or (3) any other commercial impracticality. In the event of a delay, the date of delivery or performance shall be extended for a period equal to the time lost by reason of delay.

EXCLUSION OF WARRANTY OF MERCHANTABILITY: Nothing contained herein is to be construed as an expressed or implied warranty of merchantability or any warranty of fitness for a particular purpose, application, or use. All sales of Shur Farms® products are subject to the standard terms and conditions of sale.

GENERAL WARRANTY: Goods are sold with the express warranties stated. All parts not manufactured by Recovery P.T. Corp. are covered by the manufacturer's warranty. Buyer is responsible to follow all manufacturers' recommended maintenance procedures.

LIMITATION OF LIABILITY: Recovery P.T. Corp.'s liability on any claim for loss or damage arising out of this contract or from the performance or breach thereof, or connected with the supplying of any goods or services hereunder, or the sale, resale, operation or use of such goods, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allocated to the goods or services involved in the claim, REGARDLESS OF CAUSE OR FAULT. This limitation of liability reflects a deliberate and bargained for allocation of risks between Recovery P.T. Corp. and buyer and constitutes the basis of the party's bargain, without which Recovery P.T. Corp. would not have agreed to the price or terms of this contract. Recovery P.T. Corp. shall not in any event be liable whether as a result of breach of contract, warranty, tort (including negligence), or other grounds for (1) incidental, special, or consequential damages including, but not limited to, loss of profits or revenue, loss of use of the goods or any associated product, cost of capital, cost of substitute products, facilities, or services, downtime costs, or claims of customers of buyer for such damage.

CHANGE IN BUYER'S FINANCIAL CONDITION: Recovery P.T. Corp. reserves the right by written notice to cancel any order or require full or partial payment or adequate assurance of performance from Buyer without liability to Recovery P.T. Corp. in the event of (1) Buyer's insolvency, (2) the filing of a voluntary petition in bankruptcy by Buyer, (3) the appointment of a receiver or trustee for Buyer, or (4) the execution by buyer of an assignment for the benefit of creditors. Recovery P.T. reserves the right to suspend its performance until such payment or adequate assurance of performance has been received.

Buyer, in order to provide security for the payment of the full price of goods furnished hereunder, grants Recovery P.T. Corp. a security interest in the goods. Buyer agrees to execute any documents or furnish information necessary to perfect this security interest.

CANCELLATION: Buyer may cancel an order by mutual agreement based upon payment to Recovery P.T. Corp. of reasonable and proper cancellation charges.

RETURNED GOODS: Goods may not be returned without the prior written consent of Recovery P.T. Corp.

PATENTS: Cold Air Drain® devices are covered by one or more United States and International patents.

ASSIGNMENT OR DELEGATION: Buyer shall not assign or delegate any or all of its duties or rights hereunder without the prior written consent of Recovery P.T. Corp.

PROMOTION: Buyer agrees to allow Recovery P.T. Corp. the use of its business name, product results, and applicable photos for the purpose of advertisement, research, education, and promotion.

GENERAL: All orders are subject to acceptance by Recovery P.T. Corp. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party. If any provision hereof shall be unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of this agreement and the enforceability or validity of the remaining provisions of this agreement shall not be affected thereby.

RIGHT of ACCESS: Buyer specifically gives Shur Farms Frost Protection®, and its affiliates, right of access to Buyer's property for the purpose of installing equipment, retrieving data, and retrieving property, belonging to Shur Farms Frost Protection® when the terms of the contract are complete, or Shur Farms Frost Protection® deems it necessary to exercise its security interest in the goods.

VENUE of LITIGATION: Buyer agrees that should a dispute arise from the contract, brought by either party, jurisdiction shall be in the city of San Bernardino Courthouse, County of San Bernardino, California, or nearest available courthouse in the County of San Bernardino.

ATTORNEY'S FEES: In the event of litigation, the prevailing party is entitled to collect reasonable attorney's fees, court costs, and other direct expenses.