SCHEDULE OF AGREEMENTS. All shipments, services, sales and quotations between DEHN, Inc. and the purchaser ("Purchaser") are subject to the terms and conditions of sale contained herein ("Terms and Conditions") unless agreed otherwise in writing, or subject to any different terms or conditions contained in any Order Confirmation from DEHN, Inc. to the Purchaser of an order of Merchandise, as hereunder defined, which is confirmed or accompanied by the Terms and Conditions, shall constitute an acceptance by Purchaser of the Terms and Conditions. The Terms and Conditions shall govern any such order and all future business transactions between DEHN, Inc. and Purchaser relating to the design, manufacture, purchase and sale of goods manufactured by DEHN, Inc. ("Merchandise"), even in cases where the Terms and Conditions are not expressly re-agreed upon.

ACCEPTANCE. All orders are effective only when accepted by DEHN, Inc.; a written acknowledgement at Fort Pierce, Florida.

SCHEDULING. The shipping date specified herein is approximate and is based upon prompt receipt of all necessary information. DEHN, Inc. shall not be liable for any delay in the performance of orders or contracts or in the delivery of shipment of Merchandise or for any damages suffered by Purchaser by reason of such delay when such delay is, directly or indirectly, caused by, or in any manner, arising from, fires, floods, accidents, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond the control of DEHN, Inc.

CANCELLATIONS. An order placed with and accepted by DEHN, Inc. can be cancelled by Purchaser only with the prior written consent of DEHN, Inc. and on terms that will indemnify DEHN, Inc. for all losses incurred by DEHN, Inc. associated with Purchaser’s cancellation, including but not limited to, the costs already incurred by DEHN, Inc. in performance of its contractual duties, any profits which DEHN, Inc. would have received had the contract been completed. If Purchaser makes an assignment for the benefit of creditors, if a petition or other proceeding, voluntary or involuntary, is filed by or against Purchaser under applicable bankruptcy, reorganization or other insolvency laws, if Purchaser generally becomes unable to pay its debts as they become due, or if Purchaser fails to remit payment to DEHN, Inc. for the Merchandise in accordance with the terms hereof, DEHN, Inc. may, at its option, cancel a delivery of undelivered Merchandise or any confirmed orders effective immediately by giving Purchaser written notice of such cancellation.

DELIVERY. Unless otherwise agreed to in writing, delivery of the Merchandise hereunder shall be made F.O.B. DEHN Inc.’s dock, freight collect. Risk of loss shall pass to Purchaser when Merchandise is delivered to carrier. In the event that shipment is deferred at the request of Purchaser, Purchaser agrees to pay a delayed delivery storage fee at the rate of 1 ½% of the net invoice value of the shipment per month beyond the normal shipping date.

ACCEPTANCE. Purchaser shall have a reasonable time, not to exceed ten (10) days following receipt of the Merchandise by Purchaser, to give written notice to DEHN, Inc. of any claim that the Merchandise is defective or nonconforming, provided that a reasonable inspection should have revealed such defect or nonconformity. If Purchaser shall fail to give such notice within such time period, the Merchandise shall be deemed to conform to the terms of the order, and Purchaser shall be deemed to have accepted the Merchandise.

TAXES. Any and all sales, manufacturer’s taxes and or charges levied by governmental authority, foreign or domestic, upon any merchandise sold or contracted to be sold shall be paid by Purchaser and added to the purchase price unless appropriate tax exemption certificates are supplied by Purchaser to DEHN, Inc. in form satisfactory to DEHN Inc.

PAYMENTS. Terms of payment are as specified in our offer and are subject to approval by our credit department at the time of receipt of order. Delinquent payments are subject to service charge on the unpaid balance. Purchaser agrees to pay all principal and interest due at any time at the rate of 1 ½% per month or the maximum rate permitted by law until all amounts are paid in full. If the financial responsibility of Purchaser becomes unsatisfactory to DEHN Inc., or Purchaser is in default due to DEHN Inc. under any other order, DEHN, Inc. may require payment in cash before shipment of goods. Please note: We DO NOT accept credit card payments on term accounts. Payment must be made by check, wire transfer or ACH payment. Credit Card payments may be subject to a 3% surcharge.

PATENTS. On Merchandise manufactured to Purchaser’s specifications, Purchaser shall indemnify and hold harmless DEHN Inc. against any claims, damages, liabilities, costs and expenses (including attorney’s fees) arising out of or resulting from actual or alleged infringement of patent, copyright, trademark or other proprietary rights, or claim of unfair trade or unfair competition arising from or occasioned by the use, possession, sale or delivery of any Merchandise sold by DEHN Inc.

CONFIDENTIALITY. All specifications, drawings, sketches, models, samples, designs, technical information or data, written, oral or otherwise furnished by or on behalf of DEHN, Inc. shall remain the property of DEHN, Inc. and shall be returned (together with all copies) promptly upon written request of DEHN, Inc.’s request. Such information shall be treated as confidential, and shall not be used disclosed or reproduced by Purchaser, except as required in the course of performance hereunder. Purchaser’s obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of five (5) years from the date of delivery of Merchandise hereunder. This provision shall not apply to information which, at the time of disclosure, (i) is already known or independently developed by Purchaser; (ii) is in the public domain through no wrongful act of Purchaser; or (iii) is received by Purchaser from a third party who was free to disclose such information. The parties acknowledge that the rights of DEHN, Inc. hereunder are in addition to those rights DEHN, Inc. may have under common law or applicable statutes for the protection of trade secrets.

INTELLECTUAL PROPERTY. All rights in all designs, drawings, models, sketches, copyrightable works, trademarks, service marks, trade dress, trade secrets, patents, information, inventions, ideas, processes and materials developed by DEHN, Inc. prior to or independently of Purchaser’s accepted order for the Merchandise shall remain the sole property of DEHN, Inc., whether or not presented, disclosed or delivered by DEHN, Inc. to Purchaser.

DEFAULTS, TERMINATION. If Purchaser should default in the fulfillment of any obligation or condition hereunder, and such default is not cured within thirty (30) days after written notice from DEHN, Inc. specifying the nature of such default, then DEHN, Inc. shall have the right to terminate an accepted order by giving notice of termination to Purchaser. Such right of termination shall be in addition to, but not in lieu of, any other remedies that may be available to DEHN, Inc. at law or in equity.

WARRANTY. DEHN Inc. warrants to the original Purchaser of any new Merchandise that the Merchandise is free from defects in material and workmanship under normal use and service for a period of five (5) years from the date of delivery of the Merchandise. The warranty of DEHN Inc. under this Warranty is limited, in its exclusive option to repair, replace (F.O.B. Fort Pierce, FL) or issue credit for parts or materials which prove to be defective. All costs incurred by Purchaser, including labor and shipping costs, shall be the sole responsibility of Purchaser. DEHN Inc. shall not be responsible for any damage or lack of performance resulting from: (a) defects due to accident, neglect, alteration, modification, faulty installation, abuse or misuse by Purchaser or Purchaser’s agents or employees; (b) attempted or actual dismantling, disassembly, service or repair, by Purchaser or others. DEHN, Inc. may parti

REIURS. No Merchandise may be returned to DEHN, Inc. without DEHN Inc.’s prior written permission, which permission may be withheld by DEHN Inc. in its sole discretion. Custom order parts are non-

RETURN. All return shipments to be accompanied by the Terms and Conditions, shall constitute an acceptance by Purchaser of the Terms and Conditions. The Terms and Conditions shall govern any such order and all future business transactions between DEHN, Inc. and the purchaser ("Purchaser") are subject to the terms and conditions of sale contained herein ("Terms and Conditions") unless agreed otherwise in writing, or subject to any different terms or conditions contained in any Order Confirmation from DEHN, Inc. to the Purchaser of an order of Merchandise, as hereunder defined, which is confirmed or accompanied by the Terms and Conditions, shall constitute an acceptance by Purchaser of the Terms and Conditions. The Terms and Conditions shall govern any such order and all future business transactions between DEHN, Inc. and Purchaser relating to the design, manufacture, purchase and sale of goods manufactured by DEHN, Inc. ("Merchandise"), even in cases where the Terms and Conditions are not expressly re-agreed upon.

LIMITATION OF LIABILITY. DEHN INC. WILL NOT BE LIABLE IN ANY CIRCUMSTANCE, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF PURCHASER’S CUSTOMERS. IF FOR ANY REASON THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, DEHN INC.’S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALE OF MERCHANDISE, OR USE THEREOF, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE. GENERAL. This order shall be governed by the laws of the State of Florida. If any part of this order is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable to that part of the order to the extent to which the prohibited or invalidated term or clause is held by any court to be invalid, and all other valid agreements hereof be given effect so far as possible. The waiver by either party of any breach of any of the terms and conditions contained herein shall not be construed as a waiver of any subsequent breach of the same or any other term or condition.

Registered Agent Name & Address Smith, Gambrell & Russell, LLP 50 NORTH LAURA STREET, SUITE 2600, JACKSONVILLE, FL 32202
DEHN, Inc. is a registered Florida Product Corporation FL/EIN Number 20-362414. Principal Address 805 S. KINGS HIGHWAY, FORT PIERCE, FL 34945

TERMS AND CONDITIONS OF SALE

DEHN, Inc., Fort Pierce, FL 34945

- 0261414. Principal Address 805 S. KINGS HIGHWAY, FORT PIERCE, FL 34945

The Warranty of DEHN, Inc. hereunder is in addition to those rights DEHN, Inc. may have under common law or applicable statutes for the protection of trade secrets.