

All goods sold by **Double L Group, LLC** (the "Seller") based on the Seller's Quote shall be in accordance with the following terms and conditions:

1. ACCEPTANCE. The quote offered by the Seller (the "Quote") shall become a binding contract on the terms and conditions set forth herein upon Seller's submission of a Purchase Order. The Quote does not constitute an acceptance by Seller of any prior proposal or request, and any reference to such is solely for the purpose of incorporating the description and/or specifications of the goods contained therein. The Quote shall not be construed in any manner to obligate Seller to do any other business with Customer, all such determinations to be in the sole and absolute discretion of Seller.

2. COMPLETE AGREEMENT. The terms and conditions governing the purchase of the goods are stated in (i) the Quote; (ii) the Warranty provided by the Seller; and (iii) these Terms and Conditions of Sale, and constitute the complete agreement between the parties relating to the subject matter hereof and may not be altered or modified except in writing duly executed by each party (the "Agreement"). **Any additional terms or conditions contained in Customer's Purchase Order, or in any other document, are hereby objected to by Seller without the need for further notice of objection, and shall be of no effect, nor shall they be binding upon Seller under any circumstances unless expressly accepted by Seller in writing.** Seller's acceptance or rejection of one or more additional terms or conditions shall not constitute an acceptance of any other additional term or condition. If any additional terms or conditions conflict with or make ambiguous any terms or conditions contained herein, the terms and conditions of the Agreement shall control unless Seller expressly states that the subsequent terms or conditions supersede the terms and conditions of the Agreement. Trade custom, trade usage and past performance are superseded by the Agreement and shall not be used to interpret the Agreement.

3. PRICE AND PAYMENT. Customer agrees to pay Seller the full amount of the purchase price of the goods set forth in the Quote, subject to changes in price of goods and freight in Section 4, plus any costs and expenses due the Seller, within thirty (30) days of invoice (Net (30)). Seller reserves the right to collect all or a portion of the payment up front. Seller may charge interest on all unpaid invoices at a rate equal to the lesser of (a) one and one-half percent (1-1/2%) per month calculated from the date due as set forth in this Agreement; or (b) the highest rate allowed by law. All claims arising from invoice must be made to Seller within seven (7) working days. Customer shall pay all shipping charges, federal, state, municipal, and other government taxes (such as sales, use, and similar taxes), as well as import or customs duties, license fees, and similar charges relating to the sale. Customer warrants that all information that is provided regarding creditworthiness and ability to perform is true and accurate.

4. PRICE AND FREIGHT SUBJECT TO CHANGES. The prices listed on the Quote may be changed by Seller without notice to reflect fluctuations in the costs of materials and Seller's prices at the time of shipment and any increase in transportation, labor, or other costs. Seller reserves the right to correct any obvious errors or mistakes in the Quote.

5. CANCELLATION. Seller may cancel the Quote in whole or in part upon notice to Customer, without liability to Seller. Cancellation will not have the effect of waiving damages to which Seller might otherwise be entitled. Once Customer has submitted a Purchase Order and such Purchase Order is in process or has shipped, Customer may not cancel the purchase of any goods in the Purchase Order without the prior written consent of an

authorized officer of Seller, which consent may be withheld in Seller's sole discretion. If Seller consents to cancellation, Customer shall pay Seller: (a) all expenses incurred by Seller at any time, including without limitation, transportation and handling charges, Seller's sales commissions, other charges and expenses incurred by Seller with respect to the cancelled order, and Seller's costs, overhead and administrative expenses; (b) the cost of all damaged parts, assemblies and mountings, including without limitation those damaged in the process of recovery, detachment, assembly and disassembly, and (c) the cost of any goods and parts that cannot be reused or resold, including without limitation any customized parts, assemblies and mountings that Seller is not able to reuse or resell, in Seller's sole discretion. These remedies are in addition to all other remedies available to Seller for Customer's default. Seller reserves the right to cancel the Purchase Order, and any part thereof, at any time and for any reason (which reason may remain unspecified) without incurring any liability or obligation to Customer.

6. DELIVERY. Unless otherwise provided in the Quote, Seller shall deliver goods to Customer, F.O.B., Destination, Freight Prepaid and Add. Customer shall provide the destination address on the Customer's Purchase Order. Packaging and delivery shall be made in accordance with Seller's policies in effect on the date of delivery. Title to, and all risk of loss or damage with respect to, the goods shall pass to Customer upon delivery. The time of delivery is subject to Seller's receipt of all necessary information and documentation from Customer, including all required certificates, licenses and documents required for export of the goods. Delivery dates are estimates only. Seller is not liable for any delays in delivery beyond the reasonable control of Seller and/or Seller's suppliers, including but not limited to delays caused by unavailability or shortages of labor, fuel, power, materials, products or equipment at customary and reasonable prices, rates and times; natural disasters, acts of war, fire, flood or other casualty, strike, riot, or governmental interference; failure or destruction of plant or equipment arising from any cause whatsoever; or transportation delays. Seller is not responsible for purchasing insurance for shipments unless specified in the Purchase Order. In any event, such insurance shall be based on Customer's valuation and purchased at Customer's sole expense.

7. EQUIPMENT & SPECIAL TOOLING. Unless otherwise expressly provided herein, any tools, dies, or fixtures which may be developed for Seller in the production of the goods covered hereby shall be owned by Seller, as Seller may elect, even if Customer is charged in whole or in part for the cost of such tools, dies and fixtures.

8. DISCLAIMER OF WARRANTIES: THE MANUFACTURER OF THESE PRODUCTS PROVIDES A LIMITED WARRANTY AND DOUBLE L GROUP WILL PROVIDE FURTHER INFORMATION RELATING TO THE MANUFACTURER'S WARRANTY UPON REQUEST. THE MANUFACTURER IS SOLELY LIABLE, SUBJECT TO THAT MANUFACTURER'S WARRANTY, AND NOT DOUBLE L GROUP. ALL PRODUCTS MANUFACTURED OR ASSEMBLED BY DOUBLE L GROUP INCLUDE A LIMITED WARRANTY ON PARTS, FOUND AT WWW.DOUBLEL.COM ("DOUBLE L LIMITED WARRANTY"). EXCEPT AS PROVIDED IN THE DOUBLE L LIMITED WARRANTY, PRODUCTS ARE OFFERED BY DOUBLE L GROUP AS IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS BY DOUBLE L GROUP AS TO QUALITY, PERFORMANCE

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OR SUITABILITY, AND DOUBLE L GROUP LLC SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION ON LIABILITY. UNDER NO CIRCUMSTANCES SHALL DOUBLE L GROUP LLC OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE, IN TORT, CONTRACT OR OTHERWISE, FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES IN ANY WAY ARISING FROM OR RELATED TO ANY PRODUCT PURCHASED, INCLUDING WITHOUT LIMITATION THE CONDITION OR PERFORMANCE OF THE PRODUCT, WHETHER SUCH DAMAGES ARE GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, EXEMPLARY OR OTHERWISE. THIS INCLUDES BUT IS NOT LIMITED TO DAMAGE OR INJURIES TO PERSON, PROPERTY, OR ANIMALS, BUSINESS INTERRUPTION OR OTHER ECONOMIC LOSS. THIS DISCLAIMER OF LIABILITY SHALL APPLY EVEN IF AN AUTHORIZED REPRESENTATIVE OF DOUBLE L GROUP LLC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITIES OF SUCH DAMAGES.

10. DEFAULT AND REMEDIES. Customer's failure to pay fees when due shall constitute a default. Upon Customer's default under law or the Agreement, Seller shall have all of the rights and remedies of a secured party under the Uniform Commercial Code, which rights and remedies shall be cumulative and not exclusive. If Customer has accepted more than one Quote for the purchase of goods, entering into more than one Agreement with Seller, Customer's default under any one such Agreement shall constitute a default under all such Agreements and Seller shall be entitled to accelerate all payments due under all Agreements and enforce its remedies for the Customer's default. Customer is responsible for all costs and expenses reasonably incurred by Seller in exercising its rights and remedies, including without limitation Seller's reasonable attorney fees, costs, disbursements and collection agency fees, regardless of whether a lawsuit is commenced. Customer's default may also result in such action as revocation of credit, delay or cessation of future deliveries, repossession of unpaid delivered goods, termination of this Agreement, or any one or more of these.

11. COMPLIANCE WITH LAWS. Customer shall comply with all applicable federal, state, county, and municipal statutes, laws, regulations, codes, standards, ordinances and orders in its performance hereunder,

12. ASSIGNMENT. Customer shall not assign the Agreement or any rights or work performed hereunder without the prior written consent of Seller. Any attempted assignment without such consent shall render the Agreement null and void.

13. WAIVER. No failure to exercise, and no delay in exercising, on the part of Seller any right, power or privilege hereunder will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude further exercise of the same right, power or privilege.

14. VALIDITY OF PROVISIONS. In the event that any provision or any part or portion of any provision of these Terms and Condition of Sale shall be held to be invalid, void or

otherwise unenforceable, such holding shall not affect the remaining parts or provisions hereof.

15. GOVERNING LAW & VENUE. This Agreement shall be governed in accordance with the laws of the State of Iowa, without reference to any conflict of law provisions. The parties agree that (i) the state and federal courts located in Iowa shall have exclusive jurisdiction over all disputes hereunder and (ii) the UN Convention on Contracts for the International Sale of Goods shall not apply to the sale of goods hereunder.