

ZRODelta, LLC TERMS AND CONDITIONS OF SALE

1. Prices, Agreement, & MAP: ZRODelta reserves the right to change prices of its products at any time, and to alter, amend or change the dealer agreement. Orders will be invoiced using prices and terms of this agreement in effect at time of shipment. Customer shall abide by minimum advertised price (MAP) guidelines provided for ZRODelta branded products where applicable, and must not advertise prices to the general public via any medium below MAP without express written consent of ZRODelta. ZRODelta reserves the right to alter or change MAP at its sole discretion.

2. Orders and acceptance: all orders are subject to acceptance and approval by ZRODelta. ZRODelta will not be liable for failure or refusal to accept any order, nor for failure to fulfill any accepted order. In the event the agreement is terminated, any pending purchase orders will automatically terminate.

3. Freight: freight charges will be invoiced to the customer unless customer requests billing directly to customer's account in writing on each purchase order. Special services (residential delivery, redelivery, shipment notification, lift gate service, c.o.d. fees, etc) and expedited services are the responsibility of the customer. All ZRODelta shipments are shipped without insurance unless specifically requested by the customer in the purchase order. Insurance fees will be billed to the customer. Insurance requests must be made and annotated on each purchase order.

4. Title and risk: title and risk of loss pass to the customer at the point of shipment, which is defined as the moment custody or control of freight is transferred to a 3rd party carrier or shipper, whether selected by the customer or ZRODelta. For instance, if freight is lost, damaged, or destroyed enroute to customer's location, there is no remedy expressed, implied, or offered by ZRODelta unless freight insurance has been requested in writing and purchased by the customer.

5. Damaged merchandise/shortages: damaged merchandise must be noted on delivery receipt. Receipt with notations must then be forwarded to ZRODelta within 72 hours for claim handling if insurance has been purchased by customer. If a shipment is found short, the customer must notify ZRODelta within 72 hours of receipt of goods. Shortages claimed after 72 hours from receipt will be denied and the full amount invoiced will be due in accordance with the payment terms on the invoice.

6. Past due balances/credit: ZRODelta does not ship to customers with a past due balance. Interest at the rate of 18% per annum (but not in excess of the maximum rate allowable under applicable state law), will be charged on all past due balances. Upon failure to pay any indebtedness owed to ZRODelta, when due, ZRODelta may declare all remaining indebtedness immediately due and payable. If customer's account should become past due by more than 90 days, customer agrees to pay all expenses associated with the collection of the debt. Such

expenses might include, but are not limited to, attorney and collection agency fees, court costs, and travel expenses for ZRODelta personnel or its agents. Payment history will be a determining factor for continuing credit.

8. Warranty and returned goods: ZRODelta warrants that all of its branded products are covered for any defects in materials and workmanship for life. ZRODelta warrants its non-ZRODelta branded products against any defects for a period of 90 days. ZRODelta does not accept returned merchandise without written consent and issue of a return merchandise authorization (rma). All returns will be sent freight prepaid by the customer unless otherwise instructed by ZRODelta.

9. Contingencies: all agreements and commitments are contingent upon a lack of strikes, labor troubles, fires, floods, accidents, wars, riots, civil commotion, sabotage, government actions, economic conditions, acts of god, or other acts beyond our control.

10. Applicable law, agreement to venue, term: all sales and terms of this agreement are subject to the laws of the state of North Carolina, USA. Any legal proceeding between the parties shall be commenced and prosecuted in the state or federal courts having jurisdiction in Burke County, North Carolina. Customer agrees it will not sue ZRODelta in any other court. ZRODelta may proceed against customer in any other jurisdiction or court. This agreement shall be effective as of the date of signature by customer and shall continue in full force and effect unless terminated or superseded with a new agreement by ZRODelta.

11. Export: Customer warrants it complies with the US Department of State under the International Traffic in Arms Regulations (ITAR—22 CFR, parts 120-130) and the Department of Commerce under the Bureau of Industry and Security, Export Administration Regulations (EAR). Customer agrees it will not export ZRODelta product(s) outside of the US without approved export license(s) from the appropriate authority(ies).