

1. This order shall be subject only to the terms and conditions set forth below, notwithstanding any terms and conditions set forth in any order, acknowledgement or other form submitted by the party purchasing the goods ("Buyer"). Buyer shall be deemed to have accepted these terms and conditions by placement of a purchase order hereafter or by any other conduct indicating acceptance. The order is expressly limited to the terms of this offer, and any terms and conditions of the Buyer shall not in any way bind Gastite® unless specifically accepted by it in writing, whether or not Gastite® materially ships this order.

2. All quotations, orders and contracts, including any orders placed with salesmen, representatives or agents, are subject to written approval by Gastite® at its principal office in Shepshed, UK, and it reserves the sole right to revise any errors or omissions. No order may be cancelled, rescheduled or modified, and no breach of any obligation by the Buyer may be waived, without the prior written acceptance of such by Gastite®.

3. Gastite® reserves the right to determine to whom it wishes to sell, and in no event will it open an account with a firm or individual that cannot establish satisfactory credit worthiness. Gastite® reserves the right to require payment of cash on or before delivery whenever it lacks satisfactory assurance of the Buyer's ability to pay or for any other reason and shall not be liable for non-performance of the contract in whole or in part under such circumstances.

4. Terms: Payment due in GBP 30 days from the end of the purchase month.

5. Carriage will be prepaid to one location on orders of £1,500 GBP or more net. These shipping terms applies to all shipments unless otherwise stated differently on the invoice or contract. Title of goods shall pass to the Buyer upon delivery to the carrier at the distribution centre, and the Buyer shall file any claims for loss or damage directly with the carrier. Unless otherwise specified by the Buyer, shipments will be made by the route and manner desired most favourable to Gastite®, and Gastite® shall not be responsible for the failure to use any lower rate available. Any premium freight charges will be borne by the Buyer. Any shortage or damaged goods must be noted in detail on the delivery note at time of receipt and signed by the person receiving the material. Customer Service (01509 508939) must be notified within five (5) business days on shortages and/or damaged goods for credit and/or return authorisation to be valid.

6. Force Majeure, Gastite® shall not be liable for any delays in manufacture, delivery or performance caused by fire, explosion, earthquake, storm, flood or other adverse weather conditions; strike, combination of workers or other labour difficulty; war; insurrection; nor act of God or the public enemy; law, act, order proclamation, decree, regulation, ruling or ordinance of government or other public authorities; or judgment or decree of a court of competent jurisdiction; or by any other circumstances beyond Gastite®'s control.

7. Obligations of the Distributor

- a. Distributor shall purchase and maintain an adequate and representative inventory of the Products to satisfy the reasonable demands of present and potential customers.
- b. Distributor shall exercise its best efforts to promote and sell Gastite® Products. Distributor shall establish and maintain a sales, service and warehouse facility, and a sales staff knowledgeable about the Products, adequate to perform Distributor's obligations. Distributor shall pay all expenses of conducting its distributorship and shall be solely responsible for providing all equipment, facilities and personnel necessary for the performance of its obligations hereunder.
- c. Distributor agrees to follow all rules and regulations established with respect to the sale of the products whether by Gastite® or any other governmental regulatory agency, including but not limited to agreeing not to sell product to uncertified persons. Distributor also agrees that it will not set up a second tier of distributorship nor will it sell via a clearinghouse or other auction site, nor outside of the UK without express written permission to do so.
- d. To assure that Distributor and its employees are familiar with proper methods of handling, installation, and use of the Gastite® Products, Distributor shall cause its employees to undergo training and testing programs by or under the direction of Gastite® and/or its sales

agents. Thereafter, Gastite® shall issue a "Certificate of Training" only to those contractors, installers and other persons who have successfully completed training and testing program conducted by Gastite® Agent or Distributor and approved by Gastite® and has successfully demonstrated adequate knowledge of the Gastite® Product, its installation techniques and local building codes.

- e. Distributor shall pay all Gastite® invoices when due.
- f. Distributor shall perform its obligations hereunder in an ethical and business-like manner. Distributor shall do nothing that would impair the reputation of Gastite® or the Products. Distributor shall comply with all applicable laws, ordinances, rules and regulations of, and obtain all licenses and permits required by local government authorities. Distributor shall pay all taxes including without limitation, sales and use taxes, fees, charges and assessments of whatever name and description, imposed by any local governmental authority with respect to its activities hereunder.

8. Price, all prices, discounts and conditions of sale are subject to change by Gastite® from time to time with advance notice in writing to Distributor, and all shipments will be billed by Gastite® at prices in effect at the time of shipment. Distributor shall pay for goods purchased in accordance with the terms set forth on Gastite® invoices. Upon failure of Distributor to make any payment when due, Gastite® may defer additional shipments until overdue accounts have been paid. Gastite® may decline to make deliveries except for cash whenever it has reasonable grounds to believe that Distributor's financial responsibility has been impaired. Payment shall be made in British Pounds currency (GBP).

9. Returned Merchandise, Gastite® Products and materials may be returned to Gastite® only with the prior consent of Gastite®, by issuance of a Returned Material Authorisation (RMA) number. Any such Products and materials accepted by Gastite® for return must be returned with all shipping and other applicable charges prepaid by Distributor and marked for easy identification with RMA number. Distributor shall pay all shipping and restocking charges unless otherwise agreed to by Gastite®. Credit for returned Gastite® Products and materials may be issued pursuant to Gastite® return policies from time to time in effect and only for such Products and materials found by Gastite® to be in their original condition when shipped by Gastite®.

10. Competitive Products, Distributor shall not, without the prior written consent of Gastite®, at any time during the term of this distributorship, directly or indirectly through an affiliated company or otherwise, distribute CSST products which are competitive with Gastite® Products.

11. Warranty, Gastite® warrants its products to be free from any defect of workmanship and material. Should any such defects be discovered, the questionable product must be returned to Gastite®. The obligation of Gastite® under this warranty is limited, at Gastite®'s discretion, to 1) making a replacement part available, 2) the repair of the defective part, or 3) refund of purchase price. This does not include the furnishing of any labour involved or connected therewith, such as that required to diagnose trouble or to remove or install any such product, nor does it include responsibility for any transportation expenses or any damages or losses incurred in transportation in connection therewith. This warranty shall not apply to any part or parts of the Gastite® Products if they have been installed, altered, repaired or misused, through negligence or otherwise, in a way that in the opinion of Gastite® affects the reliability of or detracts from the performance of the product. Nor does this warranty cover replacements or repairs necessitated by loss or damage resulting from any cause beyond the control of Gastite®, including but not limited to, acts of God, acts of government, floods and fires.

THE FOREGOING IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATIONS, THE IMPLIED WARRANTY OF MERCHANTABILITY, AND GASTITE® NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR GASTITE® ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE SALE OF ITS PRODUCTS.

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