

Terms, Conditions, Policies and Procedures

This document contains Turnkey Openers LLC's Standard Terms, Conditions, Policies and Procedures (the "Terms"), which apply to all Turnkey Openers LLC products.

Turnkey Openers LLC considers open credit accounts for businesses that make proper application and agree to these Terms. If an open credit account is offered and the business accepts it by transacting purchases under that account, then the business, its owner(s) and its principal stockholders, their successors and assigns (collectively hereinafter referred to as "Customer") together and severally accept and acknowledge responsibility for all debts incurred by Customer.

These Terms may be occasionally modified by Turnkey Openers LLC. Unless a Customer provides prompt, written notice on receipt of order acknowledgement objecting to these Terms (including inconsistencies between the Customer's purchase order and Turnkey Openers LLC's Terms), the Customer agrees that these Terms shall become part of the purchase contract between the Customer and Turnkey Openers LLC. Turnkey Openers LLC's acknowledgment shall operate as its acceptance of the Customer's purchase order, but such acceptance is made expressly conditional on acceptance by the Customer to these Terms.

The Customer and Turnkey Openers LLC agree that Turnkey Openers LLC's acknowledgment, including these Terms, shall constitute the complete and final agreement between the Customer and Turnkey Openers LLC for such order, and the products received should only be delivered accordingly (except as may otherwise be agreed in a signed written request between the Customer and Turnkey Openers LLC). These Terms prevail over any of Customer's general terms and conditions of purchase regardless of whether or when Customer has submitted its purchase order or such terms. Fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

Customers should contact Turnkey Openers LLC with any questions regarding these Terms.

I. Order Placement & Shipping Policies

All purchases are due per the terms of sale for your account from the Date of Shipment from Turnkey Openers LLC. Date of Shipment is defined as the day the product is shipped to or picked up by Customer or its representative or in the event of project orders from the original required date specified by Customer. Title to, and risk of loss of, products shall pass to Customer when such products are handed over to the Customer or the carrier at the shipping point. As collateral security for the payment of the purchase price of the Products, Customer hereby grants to Turnkey Openers LLC a lien on and security interest in and to all of the right, title, and interest of Customer in, to, and under the products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing.

The price to be paid by Customer shall be that contained on the invoice. Time is not of the essence for performance of any of Turnkey Openers LLC's obligations hereunder. Turnkey Openers LLC does not guarantee delivery or availability dates, but will use commercially reasonable efforts to meet any requested delivery or availability date .

Turnkey Openers LLC imposes a 3.00% credit card surcharge to all customers paying open invoices via credit card. No surcharge is assessed at the time of sale with a credit card payment.

II. Specially Manufactured Goods

This section applies to specially manufactured goods only. In the event Turnkey Openers LLC accepts an order for specially manufactured goods, it is understood that such goods are to be specially manufactured by Turnkey Openers LLC and are not of the kind normally sold by Turnkey Openers LLC. For this reason, Turnkey Openers LLC shall have the right to recover the full price stated in on the invoice with respect to such goods if Customer wrongfully rejects or revokes acceptance of the goods, fails to make a payment due on or before delivery, repudiates or in any way breaches these Terms. If the goods are unfinished at the time of repudiation or breach, Turnkey Openers LLC shall have the right to complete the goods if this is commercially reasonable. Upon recovery by Turnkey Openers LLC of the price, Customer shall automatically become owner of the goods.

III. Pricing, Taxes and Payment

Prices: Prices are subject to change without notice to reflect Turnkey Openers LLC's prices, and applicable freight or transportation rates, as of the date of shipment. Unless otherwise specified by Turnkey Openers LLC, all prices are in U.S. dollars.

Taxes: Prices specified do not include sales, excise or other taxes payable on account of the transaction(s) between Turnkey Openers LLC and the Customer. All taxes are in addition to stated prices and are paid by the Customer.

For Open accounts, Customer shall have 15 or 30 days depending on terms from the ship or pick up date of the goods in which to make payment of the price. COD accounts require payment in full at time of pick-up or delivery. Customer shall have the right, upon notice to Turnkey Openers LLC, to revise the stated credit terms or to withhold deliveries, if Turnkey Openers LLC in its sole discretion deems such action necessary or advisable to protect its interests.

Customer agrees to pay a service charge of 1½% per month on all purchases past due. Customer also agrees to pay a charge of \$35 each time any check is dishonored in addition to any other charges or penalties imposed by law.

IV. Limitation of Liability

In no event will Turnkey Openers LLC or its employees, officers and directors be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including lost profits, or opportunity costs), regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Turnkey Openers LLC has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Upon Customer's breach of these Terms, Customer shall be liable to Turnkey Openers LLC for any damages incurred, including Turnkey Openers LLC's reasonable attorney's fees and any costs of collection whether by suit or otherwise. Customer also agrees to pay Turnkey Openers LLC's legal and other expenses arising out of any other dispute relating to these Terms in which Turnkey Openers LLC is the substantially prevailing party.

Turnkey Openers LLC, its employees, officers and directors will not be liable to the Customer for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the products for an aggregate amount in excess of the cost actually paid for the products giving rise to the liability.

Except as otherwise expressly provided herein, these Terms will not be enforceable by or create any right or cause of action for or on behalf of any person or entity other than the Customer and Turnkey Openers LLC and Turnkey Openers LLC's successors and assignees.

The remedies provided in these Terms for breach thereof by Customer or Turnkey Openers LLC shall constitute the exclusive remedies available to the aggrieved party and all other remedies which might otherwise be available under the law of any jurisdiction are hereby waived by both Customer and Turnkey Openers LLC. Except as otherwise stated herein, these Terms shall be governed by the Uniform Commercial Code, as adopted in the State of Texas as effective and in force as of the date hereof. In the event that Customer breaches these Terms, Customer's sole right to damages will be to recover the difference between the agreed price and the market price. Customer shall have no right to cover under Section 2-712 of the Uniform Commercial Code and no right to incidental or consequential damages. Customer's remedies shall be limited to the amounts paid by Customer for any goods under these Terms. If Customer refuses to accept any goods ordered or otherwise breaches these Terms in any manner, Customer shall be liable for liquidated damages in the amount of 15% of the price of the goods. Turnkey Openers LLC, in its sole discretion, reserves the right to recover its actual damages in lieu of liquidated damages.

V. Insurance

Customer shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than \$1,000,000 with financially sound and reputable insurers. Upon Turnkey Openers LLC's request, Customer shall provide Turnkey Openers LLC with a certificate of insurance from Customer's insurer evidencing the insurance coverage specified in these Terms. The certificate of insurance shall name Turnkey Openers LLC as an additional insured. Customer shall provide Turnkey Openers LLC with 30 days' advance written notice in the event of a cancellation or material change in Customer's insurance policy. Except where prohibited by law, Customer shall require its insurer to waive all rights of subrogation against Turnkey Openers LLC's insurers and Turnkey Openers LLC.

VI. Miscellaneous

Quotations: All written quotations automatically expire unless accepted within thirty (30) days from the date quoted (unless otherwise noted). Verbal quotations expire the same day they are made. All quotations are subject to approval by an authorized Turnkey Openers LLC representative. All stenographic and clerical errors are subject to correction.

Remedies: In case the Customer fails to make payments in accordance with these Terms, Turnkey Openers LLC, in addition to its other rights and remedies, may, at its option, defer further shipments until such payments are made or may terminate the order. The Customer shall not have any cause of action or be entitled to any offset, counterclaim or recoupment against Turnkey Openers LLC by reason of any such action. The Customer agrees to pay any legal fees which may be necessary to effect collection.

Marketing: Customer shall provide notice to each third-party buyer of, and obtain each third-party buyer's written consent for, Customer's provision to Turnkey Openers LLC of each such third-party buyer's contact information, which shall be limited to first and last names, email, phone number(s), and address (collectively, "Third-Party Data"). Customer further agrees that it will comply with all applicable data privacy and security laws and regulations applicable to its collection and transfer of Third-Party Data to Turnkey Openers LLC. Turnkey Openers LLC acknowledges that any such disclosure of Third-Party Data by Customer to Turnkey Openers LLC shall be used by Turnkey Openers LLC for the sole purpose of marketing Turnkey Openers LLC's products and services to such third-party buyers. Turnkey Openers LLC further acknowledges and agrees to the following restrictions: (a) Turnkey Openers LLC is prohibited from selling or renting Third-Party Data to third parties; and (b) Turnkey Openers LLC shall not retain, use or disclose Third-Party Data for any purpose other than the specific purpose identified in this document, which for clarity shall include direct marketing to third-party buyers by Turnkey Openers LLC. Turnkey Openers LLC further warrants and represents that it shall comply with all applicable data privacy and security laws and regulations.

Force Majeure: In the event Turnkey Openers LLC's performance hereunder is limited or prevented in whole or in part by acts of God, fire, war, civil disorders, strikes, explosions,

embargoes, accidents, epidemics, floods, storms, shortages or failure of any source of supply or transportation upon which Turnkey Openers LLC is dependent, or by any rule, regulation, order or other action taken by any governmental authority or causes not reasonably within Turnkey Openers LLC's control whether or not specifically provided herein, Turnkey Openers LLC shall be excused, discharged and released of performance to the extent such performance is limited or prevented without liability for damages of any kind. Nothing herein contained shall be construed as requiring Turnkey Openers LLC to accede to any demands of labor or labor unions, suppliers or other parties which Turnkey Openers LLC considers unreasonable. If by reason of any of the aforesaid circumstances Turnkey Openers LLC's supply of any of the goods shall be insufficient to meet all of Turnkey Openers LLC's requirements hereunder, Turnkey Openers LLC's orders with its Customers and for Turnkey Openers LLC's own uses, Turnkey Openers LLC shall have the right at Turnkey Openers LLC's option and without liability hereunder to apportion Turnkey Openers LLC's available supply of products among any and all of Turnkey Openers LLC's Customers, including Turnkey Openers LLC's affiliates and itself, in such manner as Turnkey Openers LLC in Turnkey Openers LLC's sole discretion considers equitable.

Assignment: No assignment of any right or interest or delegation of any obligation or performance of the Customer hereunder may be made without the prior written consent of Turnkey Openers LLC. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.

Governing Law: Any order for products and these Terms shall be governed by, and interpreted in accordance with, the laws of the State of Texas, U.S.A. notwithstanding any conflicts of laws principles thereof. The parties agree that the courts of the Fort Worth, Texas and/or the United States District Court for the District of Texas shall have exclusive jurisdiction over any litigation arising between the parties, and the parties hereto hereby agree to submit themselves to the exclusive personal jurisdiction of said courts.

Waiver: Any waiver by Turnkey Openers LLC of any breach or default by the Customer of any of the Customer's obligations hereunder, and any failure by Turnkey Openers LLC to enforce any rights arising hereunder, will not be construed as a waiver of any other breach or default by the Customer or of Turnkey Openers LLC's right to enforce its rights arising hereunder in any other circumstances.

Turnkey Openers LLC reserves the right to make pricing, design and/or specification changes without notice.