

## TERMS & CONDITIONS OF SALE:

*(Mondo Supply LLC)*

1. All transactions are to be construed and interpreted in accordance with the laws of the state of California.
2. Sales orders are not subject to cancellation or change unless authorized by *(Mondo Supply LLC)*.
3. Price quoted are contingent upon acceptance by the buyer of the entire order within six (6) months from date of acknowledgment after which they can be increased or decreased at the seller's option.
4. Neither party shall be responsible for delays in deliveries caused by strike, shortage of material, delays in transportation, or other contingencies beyond that parties control.
5. Standard over/under shipping tolerance are within 10% of the order quantity.
6. All shipments will be made FOB shipping point. In the absence of the specified instructions, *Mondo Supply LLC* receives the right to select the carrier. Buyer assumes all responsibility for material lost or damaged in transit.
7. Any fees that *Mondo Supply LLC* incurs with respect to the sale, purchase, delivery, or processing of any of the material shall be the responsibility of Buyer.
8. Shipments shall be subject to the approval of *Mondo Supply LLC* credit department. If buyer fails to fulfill the terms of payment, *Mondo Supply LLC* may defer further shipments or cancel any unshipped balance. Buyer agrees to pay on demand all reasonable collection fees incurred by *Mondo Supply LLC* as a result of default of the buyer.
9. Buyer shall inspect all Goods promptly upon receipt thereof and may reject any Goods that are damaged, defective, or fail in any material way to meet manufacturer's specifications. To reject any Goods, buyer must notify Seller in writing of its rejection within seven (7) days for damaged goods and thirty-five (35) days for undamaged Goods that fail to meet manufacturer's specifications following Buyer's receipt of the Goods and request a Return Material Authorization ('RMA') number. Unless Buyer notifies Seller in writing of Buyer's rejection and the reason therefore, the Goods shall be conclusively presumed to be accepted. Within ten (10) days after receipt of the written RMA number, Buyer shall return to Seller the rejected Goods, freight prepaid, with the RMA number displayed on the outside of the carton. Seller reserves the right to refuse to accept any rejected Goods where the RMA number is not so displayed.  
If the Goods furnished by Seller fail to conform to this agreement, including Seller's warranty that the Goods furnished meet manufacturer's specifications, Seller's sole

and exclusive liability shall be, at Seller's option, to replace such Goods, refund the purchase price, or credit Buyer's account, provided that

a) Seller is notified in writing within the time period set out above, with a detailed explanation of any alleged deficiencies,

b) such Goods are returned to Seller's facility, and

c) Seller's examination of such Goods shall disclose to Seller's satisfaction that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, alteration, damage in transit, mishandling, improper installation, repair or improper testing.

10. Unless otherwise stated, terms are net thirty (30) days from the date of the invoice. *Mondo Supply LLC* reserves the right to require payment in advance or COD. Title of the materials shipped shall continue to be vested in *Mondo Supply LLC* as its personal property until paid for in full.

11. *Mondo Supply LLC* WARRANTS THAT THE PRODUCTS PURCHASED HEREIN WILL BE IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH ON THE FACE HEREOF. IN NO EVENT SHALL *Mondo Supply LLC* LIABILITY EXCEED THE PURCHASE PRICE PAID TO *Mondo Supply LLC*. *Mondo Supply LLC* EXPRESSLY DISCLAIMS WARRANTIES NOT STATED HEREIN. *Mondo Supply LLC* MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCT(S) MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE OR VALIDITY OF ANY PATENT OR COPYRIGHT. *Mondo Supply LLC* SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF PROFITS OR DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT IN WHICH THE PRODUCT IS INSTALLED, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY.

12. *The above terms and conditions represent the agreement between Mondo Supply LLC, and buyer with respect to the sale of materials supplied here under and said agreement cannot be modified except by a new written contract signed by both Mondo Supply LLC and Buyer covering the sale of said materials.*