Terms and Conditions of Sale: The terms and conditions of sale contained in this Agreement apply to, and shall exclusively govern, all descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales made, and purchase orders entered into, by Bulltear, Incorporated (“Bulltear Industries inc”) for orders placed from Bulltear Industries inc’s website, via email, wire transfer, check or Credit card. These terms and conditions supersede and replace any terms and conditions attached to Buyer’s order, and Bulltear Industries inc’s acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer’s assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer’s offer. Buyer’s acceptance of any offer to sell is limited to these terms and conditions. Any terms and conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of any offer by Bulltear Industries inc, are hereby expressly rejected. No waiver, alteration or modification of any of the provisions hereof (whether express, implied or otherwise) shall be binding unless in writing, signed by a duly authorized representative of Bulltear Industries inc. In the event of a conflict between the provisions on the face of any acknowledgment or quotation which is annexed and made a part thereof, and these terms and conditions, then the terms and conditions on the face of the acknowledgment or quotation shall govern. Buyer’s order for any goods described in its document, when communicated to Bulltear Industries inc verbally or in writing, or Buyer’s acceptance of Bulltear Industries inc’s goods, shall constitute acceptance of this Agreement.

Acceptance of Goods: Buyer shall inspect the goods delivered hereunder immediately upon their arrival and shall within five (5) days of their arrival give written notice to Bulltear Industries inc. of any claim that the goods do not conform with the terms of the Agreement. If Buyer fails to give notice, the goods shall be deemed to conform, and Buyer shall be bound to accept the goods in accordance with the terms of the Agreement and Invoice. Buyer expressly waives any rights he may have to revoke acceptance after such five (5) day period.

Warranty: Bulltear Industries inc. warrants that the goods sold hereunder shall be free from defects in material or workmanship for the period stated in the applicable product specification sheet, in no case to exceed one (1) year for mechanical structures, commencing from the date of shipment to Buyer, provided that Buyer requests a Return Authorization prior to its return to Bulltear Industries inc. and within thirty (30) days from the date any such defect is first discovered, and that the product has been used under normal conditions for which it was designed; and installed, operated and maintained in accordance with Bulltear Industries inc's instructions and in accordance with generally accepted industrial practices. Product failures due to misuse, abuse or normal wear and tear are not covered by this warranty. Products repaired or replaced during the Warranty Period are covered by the foregoing warranty for the remainder of the original warranty period or thirty (30) days from date of the repair or shipment of the replacement, whichever is longer. Buyer is responsible for shipment of all purchased goods to Bulltear Industries inc. , and for assuring that the returned package is protected from damage in transit. Bulltear Industries inc. will be responsible for the cost of return shipment. Products returned under warranty may be refurbished or remanufactured goods. Parts and items that do not arrive at Bulltear Industries inc. facility will not be subject to return or refund or exchange and will be deducted from any refund. In the case of missing lost or stolen items from transit to Bulltear Industries inc. the customer must seek any loss or damages from the signee of the official Bill of Lading or with any shipping company used for such purposes.

THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO GOODS PROVIDED HEREUNDER. Bulltear Industries inc. MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED.

Limitation of Remedy: Bulltear Industries inc's CUMULATIVE LIABILITY (INCLUDING THAT OF ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) ARISING FROM OR IN ANY WAY RELATED TO OR CONNECTED WITH THE GOODS SOLD HEREUNDER, OR THIS AGREEMENT, SHALL BE LIMITED EXCLUSIVELY TO, AT Bulltear Industries inc's SOLE OPTION, (i) REPAIR, REPLACEMENT OR PURCHASE PRICE REFUND OF THE PRODUCTS SOLD, OR (ii) IN NO EVENT SHALL Bulltear Industries inc. BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR ANTICIPATED PROFITS ARISING FROM OR IN ANY WAY RELATED TO OR CONNECTED WITH THIS AGREEMENT OR GOODS SOLD HEREUNDER, OR FROM INABILITY TO USE THE PRODUCTS OR PROGRAMS, WHETHER ALLEGED TO ARISE FROM PURCHASE, INSTALLATION, REMOVAL, REPAIR, OPERATION, USE OR BREAKDOWN OF THE PRODUCTS OR PROGRAMS, BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE, FAILURE TO WARN OR STRICT LIABILITY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE APPLICABLE PURCHASE PRICE OR LICENSE FEE FOR THE PRODUCTS HAS BEEN NEGOTIATED IN CONSIDERATION OF THEIR AGREEMENT TO LIMIT Bulltear Industries inc's LIABILITY AS STATED HEREIN.

Safety Warning: IMPROPER SELECTION, IMPROPER USE, OR FAILURE OF Bulltear Industries inc's PRODUCTS CAN CAUSE PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH. BUYER ASSUMES ALL RESPONSIBILITY FOR FINAL SELECTION OF PRODUCTS AND MUST DETERMINE APPROPRIATENESS OF BUYER’S USE THROUGH BUYER’S OWN ANALYSIS AND TESTING. BUYER FURTHER ASSUMES ALL RESPONSIBILITY FOR ASSURING THAT ALL SAFETY, WARNING, AND PERFORMANCE REQUIREMENTS ARE MET, INCLUDING BUT NOT LIMITED TO PROVIDING ELECTRICAL ISOLATION FOR USERS, SAFETY SHIELDS AND GUARDS, PROTECTION OF THE PRODUCTS FROM LIQUIDS OF ANY NATURE AND VOLATILE OR FLAMMABLE SUBSTANCES, AND ADEQUATE WARNINGS AND INSTRUCTIONS TO USERS REGARDING SAFETY CONSIDERATIONS. BUYER INDEMNIFIES AND HOLDS Bulltear Industries inc. HARMLESS FROM ANY CLAIMS WHATSOEVER ARISING FROM DAMAGES, WHETHER PERSONAL OR PROPERTY, ARISING FROM THE USE, MISUSE OR FAILURE OF Bulltear Industries inc's PRODUCTS. BUYER WILL, AT ITS SOLE COST, CARRY LIABILITY INSURANCE ADEQUATE TO PROTECT BUYER AND Bulltear Industries inc. AGAINST SUCH CLAIMS.

Changes, Reschedules and Cancellations: Buyer may request to modify the quantities and/or delivery dates for goods ordered under this Agreement, or may request to cancel all or part of an order governed by this Agreement, however, no such requested modification or cancellation shall become part of the Agreement between Buyer and Bulltear Industries inc. unless accepted by Bulltear Industries inc.

Taxes: Unless otherwise indicated on the face hereof, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of the goods sold hereunder. If any such taxes must be paid by Bulltear Industries inc. or if Bulltear Industries inc. is liable for the collection of such tax, the amount thereof shall be in addition to the amount for the goods sold. Buyer agrees to pay all such taxes or to reimburse Bulltear Industries inc. therefor upon receipt of its invoice. If Buyer claims exemption from any sales, use or other tax imposed by any taxing authority, Buyer shall provide Bulltear Industries inc. with a tax-exemption certificate as required by the taxing authorities, and Buyer shall save Bulltear Industries inc. harmless from and against any such tax, together with any interest or penalties thereon which may be assessed if the goods are held to be taxable.

Intellectual Property: No transfer or license of any intellectual property right whatever is given or implied by this Agreement. Buyer agrees to not infringe the intellectual property in the goods where such property belongs to Bulltear Industries inc. Buyer agrees to not copy or otherwise reproduce, translate, adapt, vary, modify, disassemble, decompile or reverse engineer the whole or part of any Bulltear Industries inc. goods.

Force Majeure: Bulltear Industries inc. does not assume the risk of and shall not be liable for delay or failure to perform any of Bulltear Industries inc's obligations by reason of circumstances beyond the reasonable control of Bulltear Industries inc. (hereinafter “Events of Force Majeure”). Events of Force Majeure shall include without limitation, accidents, acts of God, strikes or labor disputes, acts, laws, rules or regulations of any government or government agency, fires, floods, delays or failures in delivery of carriers or suppliers, shortages of materials, acts or omissions of Buyer, and any other cause beyond Bulltear Industries inc’s control.

Assignment: Except as herein expressly provided to the contrary, the provisions of this Agreement are for the benefit of the parties to the Agreement and not for the benefit of any other party. Any assignment of this Agreement or any rights hereunder by the Buyer without written consent of Bulltear Industries inc. shall be void.

No Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy, whether or not similar, constitutes a continuing waiver unless the writing so specifies.

Severability of Agreement: If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Consent to Jurisdiction and Forum Selection: The parties hereto agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Chisago, State of Minnesota. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Chisago, State of Minnesota shall have in personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party hereby authorizes and accepts service of process sufficient for personal jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address of record. Any final judgement rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgement and may be enforced in other jurisdictions in any manner provided by law.

Entire Agreement/Governing Law: This Agreement, together with any amendments, modifications and any different terms or conditions expressly accepted by Bulltear Industries inc. in writing, constitutes the final, complete, and exclusive statement of the terms and conditions of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this Agreement. This Agreement shall be governed in all respects by the law of the State of Minnesota excluding any laws that direct the application of another jurisdiction’s laws. No actions arising out of the sale of goods sold hereunder or this Agreement may be brought by either party more than two (2) years after the cause of action accrues.