

WELDMART, INC. ("SELLER") GENERAL TERMS AND CONDITIONS OF SALE

1. Applicable Law and Jurisdiction. These General Terms and Conditions of Sale apply to all proposals and quotations submitted by Seller, to all purchase orders received by Seller, and to all sales of goods and services sold by Seller, except as otherwise specifically provided in a document signed by Seller. All sales by Seller consist only of these terms and conditions and those in other documents which are referred to herein or are attached hereto or in a document subsequently signed by Seller and referencing this transaction (all of which constitute the "Agreement"). The Agreement shall be governed, construed and enforced under the law of the State of South Carolina, including the Uniform Commercial Code in force on the initial date of the Agreement ("UCC"), except as provided herein. The U.N. Convention on the International Sales of Goods shall not apply. Any services to be provided hereunder, whether or not they are otherwise ancillary to and part of a sale of goods as separate items, shall be considered ancillary to a sale of goods and the UCC shall apply to all goods and services to be provided hereunder ("Goods"). **THE COURTS OF SOUTH CAROLINA, AND, AT SELLER'S ELECTION, ANY COURT WITH JURISDICTION OVER BUYER, SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PARTIES AND THE CLAIMS ARISING UNDER OR RELATED TO THE AGREEMENT.** The parties stipulate to the convenience of South Carolina courts in general, and Charleston County Circuit Court in particular, as to all litigation. Any declaration of unenforceability of a provision shall be as narrow as possible and shall not affect the enforceability of the other provisions.

2. Formation, Integration and Modification.

A. The Agreement supersedes all previous quotations and agreements pertaining to the Goods. Delivery to Seller of Buyer's acceptance of a Seller's quotation (according to its terms), Seller's actions in reliance on Buyer's oral acceptance of a written or oral quotation, or Buyer's receipt of the Goods, will constitute a binding contract under the terms of the Agreement. The Agreement is subject to Seller's revocation or cancellation without liability until it is approved by Seller at its home office. Notice of such approval may be furnished to the Buyer in the form of an acknowledgment, shipment, or other form of express approval.

B. An order submitted by Buyer orally or in a purchase order or other writing (whether or not it contains terms or conditions modifying, adding to, repugnant to, or inconsistent with these Terms and Conditions), may be accepted, approved or filled by Seller, but any resulting contract and the liabilities or obligations of Seller shall be determined solely by the Agreement, and (unless Seller otherwise advises Buyer in writing) notice is hereby given that Seller objects to any such terms or conditions in Buyer's purchase order or other writing. Seller shall not be deemed to have in any way enlarged or modified its liabilities or obligations under the Agreement by filling such order or by failing to further object to Buyer's terms or conditions.

C. The Agreement is a final, complete and exclusive statement of the Agreement of the parties. No modifications, limitations, waivers or discharge of the Agreement or any of its terms shall bind Seller unless in writing and signed by Seller's authorized employee at its home office. Notwithstanding anything to the contrary in this Agreement, no modifications, limitation, waiver or discharge of any provision of the Agreement shall affect Buyer's liabilities to Seller accrued prior thereto. Seller may correct unilaterally any mathematical and typographical errors in the Agreement. Provisions of the Agreement specific to a particular sale take precedence over printed and standard provisions. A course of performance, course of dealing, or customs in the trade shall not constitute a modification or waiver by Seller of any right by Seller.

D. If Buyer cancel its order at least one day before the Goods has been shipped, the order will be cancelled free of charge. If Buyer cancel it order after the Goods has been shipped, please follow Section 7 for return procedure. The cancellation will have to be treated as a return with all applicable fees. Goods which are refused at delivery for no cause will be assessed all of the applicable fees listed in Section 7, including restocking, cancellation and other applicable fees.

E. The Agreement is only for the benefit of the parties, except all disclaimers and limitations applicable to Seller shall be for the benefit of Seller's agents, employees, contractors, and suppliers. If any provisions are determined to apply to third parties, all other provisions including limitations, waivers, and disclaimers shall also apply.

3. Resale of Goods. Unless approved by the Seller otherwise, Buyer shall use the Goods in the provision of installation and construction services as end-users and shall not sell the purchased Goods to a person for further resale or use in the provision of third party services. Seller shall evaluate whether to grant Buyer the right to resale based on information provided by the Buyer, including but not limited to its business capacity, insurance, and professional capability, etc.

4. Prices, Payment and Risk of Loss.

A. Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices contained in individual written quotations or proposals are firm only for a period of 30 days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes and Buyer shall pay all applicable sales or other taxes, VAT, or tariff levied with respect to Goods (and replacements) and the Agreement, unless exempt therefrom. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt all invoices rendered by Seller for any such items Seller may pay and for the Goods.

B. This Agreement is for a shipment contract and the Goods shall be delivered F.O.B. Seller's dock. Whether or not Seller prepays shipping charges, risk of loss passes to Buyer upon tender of the Goods to a carrier. Seller's breach of the Agreement shall not affect the passing of the risk of loss to Buyer notwithstanding any provision of law to the contrary.

C. All amounts not paid to Seller when due shall incur a carrying charge of 1.5% per month to the extent allowed by law and otherwise at the highest written contract rate allowed by law. Seller shall be awarded reasonable attorney fees in its enforcement of the Agreement.

E. All amounts due on event which requires the action or cooperation of Buyer which Buyer fails to supply timely shall become due upon such failure.

5. Delivery. Shipping dates are estimates based on Seller's present engineering, manufacturing, and warehousing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping dates are further subject to Seller's prompt receipt from Buyer of a written purchase order or acceptance, letter of credit, down payment, other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement.

6. Delay of Shipment or Performance Excused for Various Reasons.

A. If shipment of any item or other performance by Seller is delayed at the request of or due to the fault of Buyer, Seller may at its option hold the item at the risk and expense of Buyer from the time it is ready for shipment. In the event of any such delay in shipment, full and final payment for an item shall be due and payable 30 days after Buyer is notified that the item is ready for shipment. If Seller is unwilling to accommodate Buyer by holding such item, Buyer shall accept shipment immediately.

B. Dates for Seller's performance are estimates only. In addition, Seller shall not be in default because of its delay or failure to deliver or perform resulting, in whole or in part, from: (i) any foreign or domestic embargoes, seizures, acts of God, natural disasters, insurrections, war, epidemics, or the adoption or enactment of any law, ordinance, regulation, ruling or order, or (ii) the lack of usual means or transportation, fires, floods, explosions, strikes or any other accidents, contingencies, or events, at Seller's or its supplier's plant or elsewhere (whether or not beyond Seller's control) which directly or indirectly interfere with, or render substantially more burdensome, Seller's production, delivery, or performance.

7. Rejection, Return, and Exchange.

A. If the Agreement expressly provides for Buyer's inspection and/or acceptance of the Goods, Seller's standard test procedures conducted by Seller's representative, at Seller's location, shall be the criteria for inspection, testing, and/or acceptance, unless other specific procedures have been specified in the Agreement. Any objection and/or rejection by Buyer must be in a writing, delivered to Seller within seven days of receipt by Buyer, stating with specificity all defects and nonconformities upon which Buyer will rely to support its rejection. **ALL DEFECTS AND NONCONFORMITIES WHICH ARE NOT SO SPECIFIED ARE WAIVED.**

B. Seller has the sole discretion to determine whether the Goods may be returned, refunded in whole or in part, or exchanged with or without additional cost to Buyer under the standard set forth in this section.

C. No return or exchange of the Goods will be accepted,

i) where the Goods have been specifically ordered or manufactured by Seller to meet Buyer's requirement; or

ii) after defects and nonconformities of the Goods have been waived under this Section, unless:

a) Seller may accept the return to provide a full refund or exchange at no additional cost and parties may proceed with instruction set forth in Section 10.B if Buyer 1) requests or exchange

within thirty (30) days of receipt of the Goods, 2) shows there is in-fact a defect or nonconformity substantially impairs the value of the Goods by presenting verifiable evidences, including but not limiting to: videos or photos showing how such defect or nonconformity impairs the value of the Goods to Buyer, and 3) provides a written justification of why Buyer failed to discover such defect or nonconformity within seven days of receipt of the Goods or evidence that Seller failed to cure upon Buyer's notice within seven days of receipt of the Goods; or

- b) Depending on the timing and condition of the Goods returned, Seller may accept the return to provide a partial refund or exchange with additional cost to Buyer and parties may proceed with instruction set forth in Section 10.B

8. Express Warranties. Unless approved by the Seller otherwise, Seller expressly warrants to Buyer only (and not to any third party), that the portions of Goods shall be free from manufacturing defects in materials and workmanship which are discovered within the warranty period, subject to the disclaimers and limitations of the Agreement. Seller's warranty of conformity is subject to the limitations stated herein and Seller's published and internal standards. Seller also expressly warrants that its portion of the design is completed in accordance with reasonable care and the specific written specifications provided by Buyer to the extent accepted by Seller in writing or the generally accepted industry standard. Seller is under no obligation to agree to a change in the specifications without an equitable adjustment in the price, delivery, and other terms. This is not a warranty of performance, but a limited warranty as to the condition of the Goods at delivery. The express warranty is not against failures such as, but not limited to, those due to wear and tear and normal maintenance. Perishable items are excluded from the express warranty. Depending on the Goods, the warranty period shall be defined by our Warranty Policy, measured from date of receipt by Buyer ("Warranty Claim Period). Additional definitions are provided on Seller's website: <http://www.weldmart.com/index.html>

9. Disclaimer and Limitation of Express Warranties. There are no express warranties other than those contained herein. Any representations as to performance and other matters, except as contained in the Agreement, were for illustrative purposes only and do not constitute a warranty. Whether or not the Goods are to be used exclusively by Buyer, there shall be no third party beneficiaries to the express warranties unless approved by the Seller otherwise. Seller does not warrant any portion of the Goods not manufactured by Seller or its associates (whether or not specified by Buyer), but Seller shall assign to Buyer upon request all assignable warranties on product of Seller's suppliers related to such Goods. All descriptions, shipping specifications and illustrations of the Goods or the Seller and its quality and other systems and capabilities in catalogues, brochures and price lists or otherwise provided by the Seller are intended for general guidance only and the Seller is not responsible for any errors or omissions therein or for any loss or damage resulting from reliance on them. Seller does not warrant that it or the Goods are in compliance with any entity, organization or industry standards, guidelines, or procedures unless specifically contained in a writing signed by Seller. Additional disclaimers are applicable as provided on Seller's website: <http://www.weldmart.com/index.html>

10. Remedy and Limitation of Seller's Liability.

A. Goods which are defective or non-conforming or parts thereof discovered during the warranty period shall be repaired or replaced by Seller without any additional charge and shipped to Buyer, FOB Seller's warehouse. The warranty obligation of Seller is limited to the repair or replacement at Seller's warehouse or a third party vendor that Seller approved of any part of the Goods which Buyer shall, within Warranty Claim Period, return to Seller, with transportation charges prepaid by Buyer, and which Seller shall determine upon examination to be defective or not in conformity with the express warranties. In lieu of repair or replacement, if Seller elects, Seller may, upon return of such Goods and making a determination of non-conformity or defect, keep the Goods and refund the purchase price based on depreciation. Buyer's remedies shall be limited (**even in the event of Seller's default of its warranty obligations**) exclusively to those provided in this section. **UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.** Buyer waives any causes of action or theories of liability including, but not limited to, those arising under contract, tort, strict liability, product liability, statutes, or otherwise, except as specifically provided by the UCC as modified and limited herein:

- i) Buyer must contact Seller requesting warranty coverage within thirty (30) days from the date the defect is made known to the Buyer. If Seller accepts the request, it must provide Buyer a return authorization number

and other instructions for the return of Goods to Seller or other instructions. If requested by Seller, Buyer shall issue a new purchase order or amendment to Seller for replacement parts, subject to Seller issuing a credit memo if Buyer's claim for warranty coverage is approved. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Goods returned without compliance with the above procedures shall be returned to the sender at sender's cost.

ii) Buyer shall provide to Seller a representative sample of the defective Goods for each warranty claim against Seller involving all Goods which have been in service for which Buyer makes a warranty claim against Seller. Seller shall provide Buyer with a written report summarizing its examination and its opinion as to the cause of the failure. Seller shall attempt to provide this report within 45, but not more than 60, days of receipt of subject Goods. If Seller determines that the Goods failed because of a breach of warranty, Seller will provide reimbursement to Buyer. If Seller determines that the Goods failed for some other reason and Buyer disagrees with the Seller opinion, Seller and Buyer shall discuss the claim to resolve amicably their differences. If Seller is unable to render an opinion due to the condition of the failed Goods, Seller, at its discretion, may request Buyer to provide related components and other information for analysis in an effort to determine the cause of failure. If Buyer does not comply with this request, Seller shall not be obligated to honor the warranty claim. Seller shall not be obligated to honor any warranty claim unless it includes: description of the Goods, video or photo of the defect or nonconformity, serial number, date and location in-service date, cost of claim (itemized list).

iii) If it appears from in-service warranty claims or otherwise that there are a substantial number of Goods in service which are not as warranted, Seller and Buyer shall discuss an appropriate course of action. Seller and Buyer shall consider the likelihood of further failure, the type of failure, the potential amount of damage to property and personal injury, the estimated average of in-service time prior to failure, the cost of replacement, alternatives such as an expansion of the Warranty Claim Period, and other relevant matters in determining a course of action other than honoring the general procedure for in-service warranty claims.

B. Buyer must contact Seller requesting return or exchange of the Goods under Section 7.C.ii. If Seller accepts the request, it must provide Buyer a return authorization number and other instructions for the return of Goods to Seller or other instructions. For exchange transaction, Buyer shall issue a new purchase order or amendment to Seller for replacement Goods, subject to Seller issuing a credit memo if Buyer's claim under Section 7.C.ii. Buyer must comply with Seller's return instructions (including return of the Goods) within 30 days or the claim shall be deemed conclusively to have been abandoned. Buyer is responsible for properly tagging, identifying, and packing returned Goods. Buyer is responsible for the shipping cost of the return unless its claim under Section 7.C.ii.a or the warranty coverage is approved. Goods returned without compliance with the above procedures or damaged shall be returned to the sender at sender's cost. Any objection and/or rejection of the returned Goods by Seller must be in a writing, delivered to Buyer within seven days of receipt by Buyer, stating with specificity all damaged caused by the Buyer upon which Seller will rely to support its rejection.

C. Buyer shall defend and indemnify Seller from all liability for claims, damages, losses, and expenses incurred: (a) as a result of the use or disclosure of Seller's confidential or proprietary information (except in the performance of this Agreement) by Buyer or its contractors, and/or (b) as a result of the advice furnished by Seller to, and relied on by, Buyer's contractors to the extent the liability exceeds any liability as limited by this Agreement had the advice been furnished to, and relied on by, Buyer.

11. Disclaimer of Implied Warranties. SELLER DISCLAIMS ALL IMPLIED WARRANTIES (OTHER THAN GOOD TITLE) INCLUDING BUT NOT LIMITED TO THOSE OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. Buyer affirms that it has not relied upon Seller's skill or judgment to select or furnish Goods for any particular purpose. Seller does not warrant the Goods will comply with the requirements of any safety or environmental code or regulation of any federal, state, municipality or other jurisdiction beyond the specific express warranties in this Agreement. **This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations.** Any legal inability to limit or restrict the right of the Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

12. User's Responsibility for Safety. It is Buyer's or other user's responsibility to provide all proper devices, tools, training, and other means that may be necessary to effectively protect all personnel from serious bodily injury which otherwise may result from the method of particular installation, use, operation, or service of the Goods. Manuals furnished by Seller; ANSI Safety Standards; EPA, OSHA and similar state regulations; and other sources should be used by Buyer to insure the safe use of the Goods. If Buyer fails to comply with the obligations set forth in this Section, Buyer shall indemnify and save Seller harmless from any liability or obligation incurred by Seller to persons injured directly or indirectly in connection with the operation of the Goods and all warranties of Seller shall become automatically void.

13. Indemnification. Buyer shall indemnify Seller and its suppliers, employees and contractors from any and all third party claims, damages, and expenses (including reasonable attorney fees) under theories of tort, product liability, negligence (ordinary or gross), warranty, contract, statute, or otherwise arising out of the use, storage, sale, processing or other disposition of the Goods, supplies or materials used in connection with the Goods, or parts manufactured with the Goods, if the action or inaction of Buyer or its employees, customers or agents, or Buyer's design specifications, were a material or proximate cause of injuries or damages giving rise to claims against Seller.

14. Consequential, Incidental, and Other Damages. **BUYER AND THIRD PARTIES SHALL NOT BE ENTITLED TO ANY RECOVERY FOR LOST REVENUE, LOST PROFITS, INCREASED PRODUCTION EXPENSES, SCRAP, REDUCED VALUE, PRODUCTION DELAY NOR ANY OTHER CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES, AS DEFINED IN THE UCC OR OTHERWISE. This limitation shall be enforced regardless of whether Seller has defaulted in its warranty or other obligations.** Any legal inability to limit or restrict the right of Buyer or a third party to such damages shall not affect the right of Seller to indemnification hereunder, and under no circumstance shall Buyer recover more than the purchase price.

15. Security Interest, Power of Attorney. Seller retains title until the Goods have been fully paid. In addition to any security interest granted by the UCC, Buyer hereby grants a security interest to Seller in all Goods and documents related thereto, proceeds and products therefrom, and products assembled therewith, to secure all obligations of Buyer to Seller, whether or not arising under the Agreement.

16. Proprietary Information.

A. Buyer acknowledges that any information disclosed to Seller has not and will not be confidential or a trade secret unless clearly and conspicuously noted on the disclosure, or in some other writing delivered to Seller at or prior to the time of the disclosure. Otherwise, Seller shall be under no obligation to refrain from using in its business any information, manufacturing processes or unpatented disclosures which may pass to it from Buyer in the performance of the Agreement.

B. All proposals, plans and other information furnished by Seller in bidding, negotiating and performing the Agreement, are confidential and the property of Seller and shall not be shown or disclosed to any other bidder, and shall not be shown or disclosed to any third party or used by Buyer except as may be necessary for the selection or use of the Goods.

C. Any invention or other information developed by Seller in the performance of the Agreement shall be the property of Seller.

17. Government Regulations. Buyer shall not engage in any transaction with respect to the Goods which violates any statute or regulation of any government. Buyer warrants Seller shall not become a subcontractor on any government contract by the execution or performance of the Agreement. The issuance of a quote, a sales order acknowledgment, or a Return Material Authorization ("RMA") by Seller does not constitute export authorization. Buyer represents and warrants it is not ineligible or otherwise restricted by U.S. or other applicable law to receive Goods and it will not export, re-export, or provide Goods to any person or entity on OFAC's List of Specially Designated Nationals or on BIS's Denied Persons List, Entity List or Unverified List or any other applicable restricted party list. Seller reserves the right to refuse and/or cancel any order if, at any time, Seller believes that any export controls or trade sanctions laws may be violated. See government websites for more information and to request relevant export and import classification.

18. Certifications. Seller certifies that any Goods produced shall be produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the U.S. Fair Labor Standards Act, and of the regulations and orders of the

U.S. Department of Labor issued under Section 14 thereof. No other certifications or waivers regarding payments to Seller's suppliers or laborers are required.

19. Time for Bringing Action. Any proceeding by Buyer against Seller arising from or in connection with the Agreement or Goods cannot be filed nor maintained unless: (i) it is commenced within one year after the cause for action has accrued; (ii) Buyer has given timely written notice to Seller of its claim as provided herein; and (iii) Buyer deposits the unpaid portion of the purchase price with the tribunal pending final adjudication. An action shall accrue no later than shipment of the Goods to Buyer including, but not limited to, claims for indemnification for potential or actual third party claims.