

SALES TERMS & CONDITIONS

These Terms and Conditions are incorporated into and made a part of the quote or pro forma invoice (the "Offer") for the sale of certain items (the "Products") by Joining Innovations LLC, a Kansas limited liability company ("Company"), to the customer or client identified in the Offer ("Customer"). The Offer and these Terms and Conditions are collectively referred to as this "Agreement."

Purchase Order: The Offer is not binding until Customer submits a purchase order that is accepted by Company. This Agreement shall govern the sale and purchase of the Products, and shall not be amended, modified or supplemented by any terms or conditions set forth in the purchase order unless otherwise expressly agreed in writing by Company.

Purchase Price: The purchase prices set forth in the Offer are valid until the date set forth in the Offer and, if no date is set forth in the Offer, for thirty (30) days from the date of the Offer. Prices are subject to change after such date.

Taxes: The purchase prices are exclusive of any federal, foreign, state and local taxes (including, without limitation, any sales, use, ad valorem, excise, and export/import taxes) or fees (including, without limitation, any tariffs, customs and duties) applicable to the sale of the Products. Customer shall be solely responsible for paying all such taxes and fees. Customer shall furnish to Company the certificate and/or information needed for any applicable exemption.

Payment: All amounts are in US dollars. Unless otherwise provided in the Offer, the total amount set forth in the Offer shall be paid by Customer to Company within thirty (30) days from date of invoice, provided, however, if such total amount exceeds \$1,000, Customer shall pay 50% of such total amount to Company upon placing the order and the remaining balance within thirty (30) days from the date of invoice. Customer shall pay interest to Company on any unpaid amount at the rate of 1.5% per month or, if lower, the maximum interest rate allowed under applicable law. Unless otherwise agreed by Company, all payments by Customer to Company shall be by wire transfer to an account of Company designated in writing by Company.

Delivery: Shipment of all Products will be F.O.B. Company's warehouse or manufacturing location in Wichita, Kansas (the "Delivery Point"), at which time title and risk of loss of such Products will pass directly to Customer. All packing, freight, insurance and other shipping costs and expenses from the Delivery Point to Customer's specified location will be invoiced to and paid by Customer. Unless otherwise requested in writing by Customer, Company may ship the Products from the Delivery Point to Customer's specified location by any common carrier (including, without limitation, UPS, FedEx, or USPS), and insure such delivery for the purchase price. Customer shall pay to Company a handling charge of \$10.00 per shipment.

Product Receipt: Upon receipt of the Products, Customer shall promptly inspect and count the Products, and notify Company within five (5) days of receipt if Customer finds any defects, damage or variance in the amount of the Products from that stated in the Offer. NOT NOTIFYING COMPANY WITHIN SUCH FIVE (5) DAYS SHALL BE DEEMED AN ACCEPTANCE OF THE PRODUCTS BY CUSTOMER.

Cancellation and Return: Customer may only cancel a purchase order, extend a delivery date or return the Products with the prior written consent of Company. Customer may be charged a fee of 20% or more of the purchase price for cancelled or returned Products. Specially manufactured items may not be cancelled or returned.

Use of Products: Customer shall use the Products only for the Products' designed purpose(s), and in accordance with all applicable laws, regulations, rules, ordinances and treaties, industry standards and specifications, and instructions of Company, if any.

Limited Warranty: Company warrants to Customer that the Products will be free from material defects at the time of shipment to Customer. Notwithstanding the foregoing, Company does not control, does not warrant, and is not responsible for the workmanship, equipment or other materials used with the Products or any final work product produced by Customer with the Products. In the event the Products fail to comply with the foregoing limited warranty, Company's sole and exclusive obligation (and Customer's sole and exclusive remedy) shall be to repair or replace such Products or, at Company's sole option, to refund the purchase price paid by Customer for such Products. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WARRANTIES STATED ABOVE ARE COMPANY'S SOLE AND EXCLUSIVE WARRANTIES TO CUSTOMER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

OR ANY WARRANTY, GUARANTEE OR REPRESENTATION REGARDING THE USE, OR THE POTENTIAL RESULTS OF THE USE OF THE PRODUCTS.

Limited Liability: Because conditions and methods of use are beyond the control of the Company, the Company does not assume any responsibility for the use or misuse of products sold. The maximum aggregate liability of the Company for all claims under or otherwise pursuant to this Agreement (whether based upon contract, warranty, tort, strict liability or otherwise) when taken together shall not exceed the purchase price paid by Customer for the Products. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED PRODUCTS OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Reverse Engineering: Customer shall not copy, disassemble, reverse engineer or modify any of the Products. The foregoing covenant shall survive the purchase and sale of the Products under this Agreement.

Enforcement Costs: Customer shall be responsible for and shall pay all costs and expenses (including, without limitation, legal fees and court costs) incurred by Company to collect, enforce or defend the provisions of this Agreement.

Entire Agreement: This Agreement constitutes the entire agreement of the parties with respect to the purchase and sale of the Products and supersedes all prior agreements, both oral and written, with respect thereto. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. No use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

Interpretation: Captions and other headings contained in this Agreement are included for convenience only and shall not affect the meaning or interpretation of the Agreement or any provision thereof. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against a party shall not apply to any construction or interpretation hereof. Any reference to "days" in this Agreement shall mean calendar days; provided, however, if the number of days is five (5) or less, such number of days shall be determined by excluding Saturday, Sunday and any other day on which commercial banks located in Wichita, Kansas are closed for business.

Export: The United States and certain other jurisdictions control the export of products, materials and information. Customer agrees to comply with all such applicable restrictions and not to export or re-export the Products to countries or persons prohibited under the United States or other applicable export control laws or regulations. Customer represents that Customer is not located in a country where such export is prohibited and is not a person or entity to which such export is prohibited.

Severability: If any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed not to be part of this Agreement.

Governing Law: This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Kansas, without reference to its conflicts or choice of law principles. The sole and exclusive jurisdiction and venue for any and all disputes arising under this Agreement shall be in any trial court located in or having jurisdiction over Sedgwick County, Kansas. Each of the parties hereby irrevocably submits and consents to personal jurisdiction of such courts in the foregoing circumstances.

Force Majeure: Each party shall be excused from any delay or failure in its performance hereunder, other than for payment of money, if such delay or failure is caused solely by supervening conditions beyond that party's control, including acts of God, civil commotions, wars, strikes, materials shortages and labor disputes.