

REV. 11/28/2018

THERMAL SOLUTION RESOURCES, LLC (dba TSRgrow) GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL. All sales and services from or by Thermal Solution Resources, LLC dba TSRgrow ("TSR") to any purchaser ("Purchaser") shall be subject to these terms and conditions. By placing an order for goods ("Goods") or services, Purchaser accepts these terms and conditions in their entirety. No additional terms, different terms, exclusions, or modification, shall be effective against TSR unless set forth in a written agreement duly signed by the parties hereto. TSR is not bound by any provisions, whether printed or otherwise, at variance with these terms and conditions, (including without limitation, any terms that may appear in or accompany any purchase order or acknowledgement form used by Purchaser), such terms shall be and are hereby objected to and expressly rejected, and will be of no effect. All orders and acceptances must be in writing, and can be by mail, fax, e-mail, or placed online through TSR's website.
2. Purchaser agrees to be subject to these terms and conditions in their entirety upon award of a purchase order to TSR. All purchase orders must be commitments with a definitive price and quantity. No purchase order, whether or not submitted in response to a quotation by TSR, shall be binding until acceptance by TSR and no such acceptance shall be deemed an agreement to be bound by any terms other than the terms hereof.
3. TSR will make every reasonable effort to fill all orders promptly. TSR shall have the absolute right to refuse any orders, and/or to cancel any orders. Without limiting the foregoing, all orders are subject to credit approval by TSR, rejection or modification due to required delivery date or raw material availability, and minimum order quantities. No lead times are guaranteed unless otherwise stated in writing by TSR.
4. If Purchaser purchases Goods through any intermediary ("Intermediary"), the term "Purchaser" herein shall include such Intermediary as necessary. Purchaser agrees that TSR shall be entitled to make credit decisions concerning sales to the Intermediary in TSR's discretion, including a refusal to sell. TSR, as necessary to protect its interest in receiving payment for Goods, shall be a third party beneficiary of any purchase contract between the Intermediary and Purchaser. If TSR sells Goods to the Intermediary as an accommodation to Purchaser, Purchaser shall remain liable to TSR for the Goods to the extent that the Intermediary fails or refuses to pay TSR and Purchaser waives all suretyship defenses.
5. All prices are quoted in US dollars and shall be payable in US dollars. Price quotations are effective for 30 days unless otherwise stated in writing by TSR.
6. All products are shipped FCA (Incoterms 2000) at TSR's facilities in Warwick, Rhode Island. Title passes to the Purchaser at the time and place of delivery to the carrier. Goods in transit are at Purchaser's risk. Purchaser shall be fully responsible to pay directly or to reimburse TSR for carrier detention charges incurred as a result of delays not caused by TSR. If purchase prices include a freight component, prices will be adjusted, with notice, in the event of a change in freight rates or the imposition of any surcharge.
7. The Purchaser shall pay all duties and sales, excise, use, or other taxes arising in connection with this transaction (other than taxes based solely on TSR's taxable income). Purchaser shall be responsible for compliance with all applicable legal requirements for exportation and importation of Goods.
8. Full delivery by TSR shall be completed when the products subject to a specific order are placed in the possession of Purchaser or its carrier.

9. Purchaser shall be responsible for all freight charges, insurance, documentation, customs, and similar expenses unless otherwise agreed. All bank related charges incurred when transferring payments are for the account of the Purchaser.
10. TSR shall have the right to require prepayment of any orders or to require other payment arrangements as the case may be. Payment terms shall be stated on the Final Quotation.
11. If Purchaser renders payment to TSR in a manner purported to serve as payment in full of an invoice, TSR's acceptance of such payment shall not act as an accord and satisfaction and shall be without prejudice to TSR's right to pursue additional payment of such invoice and other remedies at law or in equity.
12. Purchaser shall not have a right of set off or offset of any kind. All indebtedness outstanding after the due date shall be subject to a late fee of 1.5% per month (18% annually), unless such rate exceeds the highest rate permitted by law, in which event the rate shall be highest permissible by law.
13. Purchaser agrees to pay TSR's legal fees, expenses and other costs in the event TSR pursues collection or other enforcement efforts. TSR shall have the right to terminate this Agreement, any purchase order, to stop Goods in transit, and to suspend further performance under every Agreement in the event Purchaser fails to make any payment when due.
14. Purchaser agrees that each purchase order constitutes a representation that it is both solvent and not a debtor in any insolvency, bankruptcy, or restructuring proceeding. In the event of insolvency, TSR's invoice shall constitute a demand for reclamation of the Goods identified on the invoice under Section 2-702 of the Uniform Commercial Code (the "UCC" and Section 546(c) of the United States Bankruptcy Code. Purchaser agrees to promptly notify TSR in case of insolvency, waives any defenses to TSR's right of reclamation to the Goods identified in TSR's invoice and shall promptly return possession of such Goods to TSR.
15. As all orders are customized, no products are returnable under any circumstances, unless specifications are not met or products are defective. Orders may be cancelled or deliveries delayed only upon the condition that Purchaser makes payment to TSR for all costs incurred up to and including the time of cancellation. This includes all costs expended and committed for raw materials, work in process, finished Goods, labor, supplies, administrative costs, outside services or consultants, and any other costs associated with performance of any Purchase Order. No returns shall be accepted unless a Return Authorization is issued by TSR.
16. TSR reserves the right to over ship or under ship by 10% on all orders. No shortage claim will be honored unless made within seven (7) business days after receipt of Goods.
17. NRE Charges (Non Recurring Engineering Charges) are 50% due at the receipt of the purchase order, 50% due at FAI (First article approval) unless otherwise stated in writing.
18. Due to the proprietary nature of TSR's process, designs, and products, all Tooling is proprietary and is generally not compatible with or transferable to other equipment. Notwithstanding any tooling or engineering charges imposed by TSR, all such Tooling shall be and remain the sole and exclusive property of TSR. However, TSR shall not use Custom Tooling in the production of Goods for any other customer of TSR without the Purchaser's express permission. As used in this section, "Tooling" means tooling, molds, fixturing and software developed by TSR, and "Custom Tooling" means Tooling developed specifically for the Purchaser and for which the Purchaser is separately charged by TSR.
19. Copyright in files. All intellectual property rights to text, illustrations, software files and other materials ("Materials") provided by TSR to Purchaser are retained by TSR. Purchaser will not, without prior written approval of TSR (which may be withheld for any reason), remove any of TSR's markings or change in any way the Materials.

20. Confidential Information: All nonpublic information conveyed by TSR or viewed by Purchaser at a TSR facility including TSR's prices, costs, discounts, inventions, planned and existing products (which may also be subject to TSR's intellectual property rights), packaging, customers and distributors as well as information regarding TSR's business or finances and production methods or processes, know-how and concepts used by TSR, is proprietary and confidential ("Confidential Information"). Purchaser agrees that it will not use any such Confidential Information for any other purpose than the performance of the Agreement or disclose any such Confidential Information to others and will advise its employees and agents of the secrecy of such Confidential Information and take all other steps necessary to protect the Confidential Information. Purchaser shall not copy, decompile, reverse engineer or otherwise duplicate the Goods or any part of any Goods or copy, misuse or misappropriate any Confidential Information belonging to TSR. TSR's logo and brand names belong to TSR and are protected by trademark and other laws; Purchaser agrees that it will not use or permit any other person to use such logo or brand names without TSR's prior written consent which may be withheld for any reason. TSR shall be entitled to all legal and equitable rights and remedies available under state and federal law and otherwise to protect its Confidential Information, trademarks, trade secrets and intellectual property of all kinds (all of which may be referred to hereafter as "IP"). Confidential Information shall not include information that: (i) was known to Purchaser before receipt from TSR; (ii) is or becomes publicly available through no fault of Purchaser; (iii) is rightfully received by Purchaser from a third person not bound by a duty of confidentiality; or (iv) is disclosed by Purchaser with TSR's prior written approval.

21. Force Majeure: If TSR is prevented from or delayed in performing by a force majeure event, it shall not be liable or responsible for its failure to timely perform, but shall perform as soon as possible after the force majeure event ceases. Force majeure includes, but is not limited to, events beyond TSR's control that affect production or transportation, such as acts of God, acts of war (whether an actual declaration thereof is made or not), acts of government, terrorism, riots, labor strikes, labor lockouts, interruption in telecommunication transmissions or product transportation, materials shortages, delays or sudden severe increases in materials prices or other costs, accident, fire, water damage, flood, earthquake, windstorm, other natural disasters or catastrophes, and compliance by TSR with any order, action, direction or request of any governmental officer, department, agency, authority, or committee thereof. A force majeure event shall also include Supplier's suspension of operation or closure of a facility that produces Goods because the operation of, or Goods from, that facility fails to comply with, or becomes uneconomical because of compliance with, any applicable law or governmental regulation, order, decree or request. This provision is intended to be interpreted to expand rather than limit the application of the Section 2-615 of the UCC, as adopted by the law of the applicable jurisdiction set forth in the governing law provision in the Agreement, or if there is no such agreement or provision, as adopted in the State of Rhode Island

22. Laws: The Agreement shall be interpreted under the laws of the State of Rhode Island without regard to or application of Rhode Island's conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any part of it. As allowed by the United Nations Convention on Contracts for the International Sale of Goods, the parties specifically disclaim its application. Purchaser consents to the jurisdiction of state and federal courts in Rhode Island as the exclusive jurisdiction and venue to resolve any dispute between the parties; provided, however, that TSR may institute an action for relief in a different jurisdiction at the site of an alleged wrong.

23. Miscellaneous: TSR may terminate the Agreement immediately on Purchaser's bankruptcy or other insolvency. The Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns but is non-assignable by Purchaser without TSR's express written consent. Nothing contained in the Agreement shall be construed to make the parties partners or joint venturers. Any waiver(s) of Purchaser's noncompliance with these terms shall not be binding on TSR with respect to any continuing or subsequent noncompliance. TSR reserves the right to display samples of any Goods it produces, decorated or undecorated. To the extent necessary to preserve TSR's rights, all terms of the Agreement shall survive acceptance of and payment for Goods sold as well as cancellation, termination or expiration of

the Agreement. There shall be no third party beneficiaries of the Agreement unless the parties specifically identify such beneficiaries in writing. Section headings are inserted for convenience and do not add to or detract from the Agreement. The Agreement may be amended or altered only in a written document executed by both parties. TSR shall not be contractually bound to any provision except as agreed in a writing executed by an authorized officer of TSR. The invalidity of any provision of the Agreement shall not affect the force or validity of the remaining provisions. In the event that TSR has possession of a mold or other equipment owned by Purchaser, TSR's maintenance and repair obligations shall be limited to those to which it has expressly agreed in writing. TSR shall be entitled to recover its reasonable attorney's fees and expenses in the event it is the prevailing party in any litigation to enforce the Agreement.

THERMAL SOLUTION RESOURCES, LLC dba TSRGROW STANDARD LIMITED WARRANTY AND LIABILITY LIMITATION

THERMAL SOLUTION RESOURCES, LLC dba TSRGROW WARRANTS THAT PRODUCTS SHALL BE DELIVERED FREE FROM DEFECTS AND SHALL MEET CUSTOMER SPECIFICATIONS. THE COMPANY MAKES NO OTHER WARRANTY EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSES.

Upon failure of Purchaser to submit a warranty claim within three (3) years after receipt of products or in the event that Goods are subjected to misuse, negligence, alteration, improper use or operated contrary to Thermal Solution Resources, LLC dba TSRgrow product literature, this warranty shall cease. In the event Purchaser timely submits a claim for breach of warranty, the parties agree that Purchaser's sole and exclusive remedy shall be limited to the repair or replacement of such defective articles. In no event shall Thermal Solution Resources, LLC dba TSRgrow be liable for incidental, special or consequential damages. It is agreed that Thermal Solution Resources, LLC dba TSRgrow will not be liable for any damages resulting from non-delivery or late delivery of products.

The product or use of this product may be covered by US and/or Foreign patents and/or patents pending.