

## General Terms and Conditions

- 1. Scope of Agreement.** All shipments, services, sales and quotations between Ekolu International llc and the purchaser named on the attached order, order confirmation or invoice (“Buyer”) are subject to the general terms and conditions of business contained herein (“General Terms and Conditions”), and receipt by Buyer of the General Terms and Conditions without immediate written objection thereto and/or acceptance by Buyer of an order of Products which is confirmed or accompanied by the General Terms and Conditions, shall constitute an acceptance by Buyer of the General Terms and Conditions and any additional terms and conditions of EKOLU INTERNATIONAL LLC set forth on any attachment(s) hereto. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN ANY RESPONSE HERETO BY BUYER OR IN BUYER’S INITIAL OFFER SHALL BE DEEMED REJECTED BY EKOLU INTERNATIONAL LLC WITHOUT NEED OF FURTHER NOTICE OF REJECTION AND SHALL BE OF NO EFFECT NOR IN ANY CIRCUMSTANCES BINDING UPON EKOLU INTERNATIONAL LLC. These General Terms and Conditions shall govern the present transaction and all future business transactions between EKOLU INTERNATIONAL LLC and Buyer relating to the sale of goods or the provision of services (hereinafter collectively referred to as “Products” or individually as a “Product”) by EKOLU INTERNATIONAL LLC to Buyer, even in cases where the General Terms and Conditions are not expressly re-agreed upon or attached.
- 2. Acceptance of Order.** Each order of Products shall not become effective and shall not be binding EKOLU INTERNATIONAL LLC until the earlier of (i) shipment by EKOLU INTERNATIONAL LLC of Products conforming to such order or (ii) transmittal by EKOLU INTERNATIONAL LLC of a written acceptance of such order to Buyer.
- 3. Cancellation.** Buyer may not cancel any order after such order has become effective pursuant to Section 2, above. If Buyer makes an assignment for the benefit of creditors, if a petition or other proceeding, voluntary or involuntary, is filed with respect to Buyer under applicable bankruptcy, reorganization or other insolvency laws, if Buyer generally becomes unable to pay its debts as they become due, or if Buyer fails to remit payment to EKOLU INTERNATIONAL LLC for Products in accordance with the terms hereof, EKOLU INTERNATIONAL LLC may, at its option, cancel all deliveries of undelivered Products or any accepted orders effective immediately by giving Buyer written notice of such cancellation.
- 4. Product Descriptions, Modifications, Improvements.** All references in sales brochures, technical data sheets and offers as to size, weight, technical specifications, price and other details of the Products are approximate and shall not be binding on EKOLU INTERNATIONAL LLC unless expressly incorporated in an accepted order. EKOLU INTERNATIONAL LLC reserves the right, at any time, to alter, change, amend, or improve the Products and Product descriptions without notification of Buyer, provided such alteration, change, amendment or improvement does not affect the price, quality and substantial function of the Product.

5. **Taxes.** Prices quoted by EKOLU INTERNATIONAL LLC for the Products do not include applicable sales, use, excise, value-added and similar taxes. In addition to the amount quoted by EKOLU INTERNATIONAL LLC. for the Products, Buyer shall pay all such taxes which under applicable statutes are required to be paid as a result of the sale to Buyer regardless of the party upon whom the obligation to pay is placed. Taxes may be included on EKOLU INTERNATIONAL LLC' invoice with Products or may be separately invoiced at the discretion of EKOLU INTERNATIONAL LLC.
6. **Shipment; Installments.** Buyer will give EKOLU INTERNATIONAL LLC reasonable notice regarding Buyer's requirements for time and delivery of the Products. Unless otherwise agreed in writing by EKOLU INTERNATIONAL LLC, all dates of delivery set forth in an accepted order are approximate and nonbinding. Buyer understands and agrees that EKOLU INTERNATIONAL LLC will use reasonable efforts to ship the Products approximately on the estimated supply date set forth in an accepted order. EKOLU INTERNATIONAL LLC shall notify Buyer of any anticipated delays but shall not be responsible for any delays in shipment beyond EKOLU INTERNATIONAL LLC's reasonable control. It is expressly understood that EKOLU INTERNATIONAL LLC may delay release of the Products to Buyer or Buyer's agents until such time as payments due, as set forth herein, have been received by EKOLU INTERNATIONAL LLC. EKOLU INTERNATIONAL LLC reserves the right to make delivery in installments unless otherwise expressly agreed in writing. Delay in delivery of any one or more installments shall not relieve Buyer of Buyer's obligation to accept remaining deliveries.
7. **Payment.** Payment terms shall be thirty (30) days net unless otherwise specified in an applicable invoice. Invoices shall be payable only in the agreed currency. In the absence of any written agreement to the contrary, invoices shall be payable in U.S. Dollars. If any invoice is not paid in full within thirty (30) days following the date of invoice, EKOLU INTERNATIONAL LLC shall be entitled to charge interest on the delinquent amount at a rate per annum equal to the lower of (a) the most recently announced prime rate of interest per annum (as of the date payment became due), as published in the "Money Rates" section of the Wall Street Journal, plus four (4) percentage points, or (b) the highest rate allowed under applicable law. The foregoing right shall be in addition to and not in lieu of any other remedies EKOLU INTERNATIONAL LLC may have at law or in equity for such delinquency. With respect to amounts properly invoiced hereunder, Buyer shall have no right of offset by virtue of any claim against EKOLU INTERNATIONAL LLC, unless and until such claim has been finally adjudicated in favor of Buyer by a court of competent jurisdiction and such adjudication is not subject to appeal, or EKOLU INTERNATIONAL LLC has acknowledged the validity and amount of such claim in writing.

In addition to EKOLU INTERNATIONAL LLC's right to cancel accepted orders pursuant to Section 3, EKOLU INTERNATIONAL LLC may from time to time demand different terms of payment from those specified herein whenever it reasonably appears that the Buyer's financial condition requires such change and may demand assurance of the Buyer's ability to pay or otherwise perform Buyer's obligations whenever it reasonably appears that

such ability is in doubt. Such demand shall be in writing and EKOLU INTERNATIONAL LLC may, upon making of such demand, suspend shipments and performance of services hereunder. If, within the period stated in such demand, the Buyer fails or refuses such different terms of payment or fails or refuses to give adequate assurance of his ability to pay or otherwise perform his obligations, EKOLU INTERNATIONAL LLC may at EKOLU INTERNATIONAL LLC's option treat such failure or refusal as a repudiation of any portion of an accepted order that has not been fully performed. In all events, time shall be of the essence with regard to the Buyer's payment obligations to EKOLU INTERNATIONAL LLC hereunder.

8. **Grant of Security Interest.** Buyer hereby grants EKOLU INTERNATIONAL LLC a security interest in the Products and all proceeds thereof to secure Buyer's obligations to EKOLU INTERNATIONAL LLC hereunder. As a secured party, EKOLU INTERNATIONAL LLC shall be entitled to exercise all rights and remedies available to a secured creditor under applicable law. To assist EKOLU INTERNATIONAL LLC in protecting EKOLU INTERNATIONAL LLC's interest, Buyer agrees to execute and deliver to EKOLU INTERNATIONAL LLC any and all documents necessary to perfect EKOLU INTERNATIONAL LLC's security interest, including all financing statements. Buyer further appoints EKOLU INTERNATIONAL LLC as Buyer's attorney in fact for the purpose of executing all documents on Buyer's behalf which are necessary to perfect and maintain EKOLU INTERNATIONAL LLC's security interest in the Products.
9. **Carrier and Routing.** Unless the parties agree otherwise, EKOLU INTERNATIONAL LLC shall have the right to select the carrier(s) and routing of shipment without liability by reason of its selection. Products sold herein are sold FCA EKOLU INTERNATIONAL LLC' storage facility in Los Angeles, CA, Incoterms 2010, unless otherwise expressly agreed in writing by EKOLU INTERNATIONAL LLC with respect to an accepted order. Buyer assumes all responsibility for payment of freight, and all costs associated therewith, which freight charges and other costs may not be reflected in the prices quoted by EKOLU INTERNATIONAL LLC. EKOLU INTERNATIONAL LLC may, at EKOLU INTERNATIONAL LLC' option, prepay freight and seek reimbursement from Buyer. Unless requested in writing by Buyer, EKOLU INTERNATIONAL LLC will not insure the Products against loss during transit. If EKOLU INTERNATIONAL LLC so insures any Products, the cost of such insurance shall be the responsibility of Buyer.
10. **Title and Risk of Loss.** Title to and risk of loss in the Product shall pass to Buyer upon delivery of the Product by EKOLU INTERNATIONAL LLC (or EKOLU INTERNATIONAL LLC' agent or representative) to the carrier at the shipping point.
11. **Limited Warranties.** EKOLU INTERNATIONAL LLC warrants only that the Products manufactured by EKOLU INTERNATIONAL LLC shall be free from defects in materials and workmanship for a period of one (1) year after the date of delivery (the "Warranty Period"). If within the applicable Warranty Period, (i) the purchaser discovers any defects in the materials or workmanship of this Product and (ii) notifies EKOLU INTERNATIONAL LLC. in writing of such defects, and returns the defective Product to EKOLU INTERNATIONAL LLC, EKOLU INTERNATIONAL LLC shall

repair or replace the defective Product, or, at EKOLU INTERNATIONAL LLC' sole option, refund the purchase price for the defective Product. This warranty shall not apply to any of the following: (a) Products that have been repaired or altered by anyone other than EKOLU INTERNATIONAL LLC approved personnel; (b) Products that have been damaged by negligence or accident or by other circumstances beyond the reasonable control of EKOLU INTERNATIONAL LLC; or (c) Products that have been incorrectly assembled by Buyer or improperly used or maintained, or that have been subjected to abnormal conditions of use or maintenance not in conformity with EKOLU INTERNATIONAL LLC' written instructions concerning assembly, use and maintenance. In no case whatsoever, including justified warranty claims, is the Buyer entitled to retain payments due, except upon the written consent of EKOLU INTERNATIONAL LLC with respect to undisputed claims. No claims for warranty will be processed if received after the Warranty Period. THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. ALL RETURNS SHALL BE ADDRESSED TO:

EKOLU INTERNATIONAL LLC.  
11301 W. Olympic Blvd., #506  
Los Angeles, CA 90064

12. **LIMITATION OF LIABILITY.** IN ALL EVENTS, THE LIABILITY OF EKOLU INTERNATIONAL LLC UNDER THIS AGREEMENT, WHETHER BASED IN TORT, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE PRICE OF THE PRODUCT IN QUESTION OR WITH RESPECT TO WHICH SUCH BREACH, DEFAULT, OR NEGLIGENCE IS CLAIMED. THE PURCHASER ACKNOWLEDGES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES.
  
13. **Custom Designed Products.** If any Product shall be manufactured and/or sold, or any service performed, by EKOLU INTERNATIONAL LLC pursuant to specifications or requirements of Buyer ("Custom Designed Products"), (a) EKOLU INTERNATIONAL LLC EXTENDS NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER AND NO WARRANTY AS TO COMPLIANCE WITH ANY OF BUYER'S SPECIFICATIONS OR REQUIREMENTS; (b) the Buyer agrees to defend, protect and save harmless EKOLU INTERNATIONAL LLC against all suits at law or in equity and from all damages, claims, and demands including attorneys' fees and costs, for actual or alleged infringement of any United States or foreign patent, copyright, trademark, or any other intellectual property; and (c) the Buyer agrees to indemnify and hold harmless EKOLU INTERNATIONAL LLC from and against all damages, claims, suits, actions, and demands including attorney's fees and costs which may be brought against EKOLU INTERNATIONAL LLC because of the manufacture and/or sale of such Custom Designed Products. Unless otherwise agreed by EKOLU INTERNATIONAL LLC, costs for special tools used for the manufacture of Custom Designed Products ("Special Tools") shall be borne by Buyer and will be invoiced separately. Notwithstanding the foregoing, Special Tools will remain EKOLU

INTERNATIONAL LLC' property and will be stored at EKOLU INTERNATIONAL LLC' premises for a period of one year following completion of the respective order for Custom Designed Products.

14. **Acceptance.** Buyer shall inspect all Products immediately following arrival thereof at the destination and shall give written notice to EKOLU INTERNATIONAL LLC within ten (10) days of the receipt thereof (i) of any claim that the Products are nonconforming, provided that a reasonable inspection should have revealed such nonconformity, (ii) of any claim of shortage of Products. If Buyer shall fail to give such notice within such time period, the Products shall be deemed to conform to the terms of an accepted order, and Buyer shall be deemed to have accepted the Products.
  
15. **Confidentiality and Nondisclosure.** Except as required by law, the Buyer shall not disclose any of the terms or conditions of an accepted order, including price terms, to any third party (other than a permitted successor or assign) for any reason whatsoever. All specifications, drawings, sketches, molds, dies, other tooling, models, samples, designs, technical information or data, written, oral or otherwise furnished by or on behalf of EKOLU INTERNATIONAL LLC shall remain the property of EKOLU INTERNATIONAL LLC, whether paid for by Buyer or not, and shall be returned (together with all copies) promptly upon EKOLU INTERNATIONAL LLC' request. Such information shall be treated as confidential, and shall not be used, disclosed or reproduced by Buyer, except as required in the course of performance hereunder. Buyer's obligations of confidentiality hereunder with respect to each item of confidential information shall extend for a period of three (3) years from the date of EKOLU INTERNATIONAL LLC' acceptance of the last order to which the items of confidential information in question pertain; provided, however that Buyer's obligations of confidentiality hereunder with respect to any such items of information which rise to the level of a trade secret (as defined under applicable law) shall remain in full force and effect for so long as such information remains a trade secret under applicable law. For purposes hereof, the confidentiality obligations embodied herein do not extend to any information which, at the time of disclosure, (i) is already known or independently developed by Buyer; (ii) is in the public domain through no wrongful act of Buyer; or (iii) is received by Buyer from a third party who was free to disclose such information. The parties acknowledge that the rights of EKOLU INTERNATIONAL LLC hereunder are in addition to those rights EKOLU INTERNATIONAL LLC may have under common law or applicable statutes for the protection of trade secrets.
  
16. **Force Majeure.** Under no circumstances shall EKOLU INTERNATIONAL LLC be liable for any delay or failure to perform hereunder when such failure or delay is, directly or indirectly, caused by, or in any manner arises from fire, floods, accidents, civil unrest, acts of God, war, acts of terrorism, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, breakage of machinery or apparatus, transportation delays, or any other cause or causes beyond EKOLU INTERNATIONAL LLC' control whether or not similar in nature to any of the foregoing.

17. **Waiver.** No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition contained herein.
18. **Severability.** Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.
19. **Entire Agreement.** These General Terms and Conditions supersede all prior agreements between the parties with respect to the subject matter hereof and constitutes the entire agreement and understanding between the parties covering the sale and purchase of the Products. No modification hereof shall be affected by telephone or orally or by the use of purchase orders, acknowledgments, acceptances or other forms at variance with or in addition to the terms and conditions contained herein. In the event of a conflict in terms between the preprinted terms on this form and the terms of any attachments hereto or specific terms added to an accepted order, the specific additional terms and/or the terms on the attachment shall control provided such terms were (i) added prior to acceptance by EKOLU INTERNATIONAL LLC and (ii) specifically referenced and agreed to by EKOLU INTERNATIONAL LLC in writing.
20. **Arbitration.** Any controversy or claim arising out of or relating to these General Terms and Conditions, the breach thereof or the purchase, delivery or use of the Products in general as well as all subsequent dealings between the parties relating to the subject matter thereof, shall be submitted to and resolved by the American Arbitration Association (“AAA”), with such arbitration to be conducted in Los Angeles, California, USA, in accordance with the AAA’s International Arbitration Rules then in effect, by one arbitrator selected by the AAA. Any award or decision rendered in such arbitration shall be final and binding on both Buyer and EKOLU INTERNATIONAL LLC, and judgment may be entered thereon in any court of competent jurisdiction if necessary. Each party hereto shall pay any and all expenses incurred by such party in connection with such arbitration proceeding, unless otherwise determined by the arbitrator, who shall have authority to award attorney’s fees and costs of arbitration to the prevailing party.
21. **Assignability.** Buyer may not assign these General Terms and Conditions, by operation of law or otherwise (excluding merger), without the express written consent of EKOLU INTERNATIONAL LLC.
22. **Governing Law.** The rights and obligations of EKOLU INTERNATIONAL LLC and Buyer shall be governed by the laws of the State of California without regard to principles of conflict of laws, and EKOLU INTERNATIONAL LLC and Buyer shall have all rights and remedies accorded to them by the Uniform Commercial Code, except as such rights are modified by the terms hereof. The United Nations Convention on the International Sale of Goods shall not apply to any transactions between EKOLU INTERNATIONAL LLC and Buyer.