

### STANDARD TERMS

By placing an order, Buyer agrees to be bound by these Standard Terms. THESE STANDARD TERMS AND CAN ONLY BE ALTERED OR WAIVED IN WRITING SIGNED BY BOTH SELLER AND BUYER. In these Standard Terms, "Seller" means the issuer of the invoice to which these Standard Terms apply, and "Buyer" means the party who has ordered the goods subject to the invoice.

1. Seller's pricing in effect at the time of shipment shall govern.
2. Buyer is solely responsible for all taxes or other governmental charges imposed upon of sales of products. If Buyer claims a tax exemption, Buyer must provide complete copies of all exemption certificates and any other information requested by Seller.
3. Full payment for products sold is due on the due date of the invoice. Any extensions of credit by Seller are made at Seller's sole discretion and may be revoked at any time. All payments are due and payable at the address stated on the invoice. Past due amounts shall bear interest at the lesser of: (1) 1½% per month, compounded monthly; or (2) the maximum rate allowed by law. Seller may, in its sole discretion start to accrue interest on a date later than the due date. All payments made after an account becomes past due will be applied first to unpaid interest and the remainder to the principal balance due. If any check or remittance from Buyer is dishonored for any reason, Buyer shall pay Seller a maximum processing fee as allowed by State.
4. Seller shall have a purchase-money security interest in all goods purchased by Buyer until the purchase price and all other charges have been paid in full. Buyer authorizes Seller to prepare and file financing statements or other documents in order to perfect this purchase-money security interest.
5. If Seller takes action to collect any amount due or enforce any other obligation of Buyer, Buyer shall be responsible for paying all reasonable attorneys' fees and other costs incurred by Seller. Buyer consents to the jurisdiction of the courts in Weld County, Colorado, and waives all objections based upon improper venue or forum non conveniens. These Standard Terms shall be governed by and interpreted in accordance with the laws of the State of Colorado. If any provision of these Standard Terms is found to be invalid or unenforceable, all other provisions shall remain in full force and effect.
6. Risk of loss of goods sold passes to Buyer when Seller delivers the goods to a common carrier for delivery to Buyer.
7. WARRANTIES, LIMITATION OF LIABILITY AND REMEDIES.  
ALL GOODS SOLD BY SELLER CARRY ONLY THE MANUFACTURER'S WARRANTY. SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.  
SELLER'S LIABILITY, IF ANY, ARISING FROM ANY SALE OF GOODS SHALL BE LIMITED TO THE PRICE OF THE GOODS SOLD. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES, OF ANY NATURE, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR INCOME, REGARDLESS OF WHETHER BUYER'S CLAIMS ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. BUYER WAIVES ALL OTHER CLAIMS OF ANY KIND.
8. Unless Buyer notifies Seller in writing within THREE (3) days after delivery any nonconformance or shortage in any goods sold, Buyer's receipt of the goods shall be an unqualified and irrevocable acceptance of the goods and a waiver by Buyer of all claims with respect to such goods.
9. Seller has no obligation to accept returned goods. No goods may be returned for credit without Seller's prior approval. Restocking charges and other conditions may apply, according to Seller's return policies which may be revised by Seller from time to time. Any credit issued for returned goods may be applied only for future purchases, and may not be settled in cash.
10. Seller is not responsible for delays in delivery due to any cause whatsoever, including acts of God, wars, sabotage, accidents, labor disputes, shortages, unanticipated demand, or compliance with governmental laws or any other cause beyond Seller's reasonable control.