

TERMS AND CONDITIONS

1. Description of Goods

Vendor shall transfer ownership and deliver possession to Purchaser, and Purchaser shall pay for and accept the equipment and accessories described above (Equipment).

2. Identification of Goods

Identification of the Equipment shall not be deemed to have been made until Vendor has set aside and appropriated the Equipment for the performance of this Sales Agreement.

3. Payment

Purchaser agrees to pay the total purchase price and the amounts due at the time of execution of this Sales Agreement and at the time of delivery of the Equipment in the amounts indicated above. All payments are to be made in United States Dollars (for **United States**) or Canadian Dollars (for **Canada**) by wire transfer, certified check or personal check as requested by Vendor. If any payment is not received as called for, all amounts due and owing will bear interest from that date at a rate of eighteen percent (18%) per annum compounded annually. If Purchaser makes some but not all of the payments required by this Sales Agreement, Vendor has no obligation to sell the Equipment to the Purchaser and all amounts previously paid to Vendor may be retained to Vendor as liquidated damages. Retention of such amounts, however, shall not be a limitation on any remedy Vendor may have due to Purchaser's breach of the provisions of this Sales Agreement.

4. Time of Delivery

Purchaser shall have the right to specify the date the Equipment is delivered, but in no event shall that date be before the delivery date indicated on the first page of this Sales Agreement. Vendor reserves the right to deliver the Equipment in a single lot or in multiple lots, but in any event Vendor shall deliver all of the Equipment on or before the indicated delivery date. The Equipment shall be shipped by a common carrier to the address indicated for delivery on the first page of this Sales Agreement from the indicated shipment address. The Equipment may make one or more stops, and may pass from the possession of one common carrier to another during transport from the shipment address to the delivery address.

5. Delivery Terms

Delivery of the Equipment shall be Ex Works, (ICC Incoterm 2020), from the ship from address indicated. Delivery shall be made by a common carrier designated by the Vendor and shall be arranged by Vendor at the Purchaser's expense. Risk of loss shall be on Vendor until the common carrier picks up the Equipment at the ship from address indicated.

6. Notification of Delivery

As soon as the Equipment has been provided to a common carrier for shipment to the delivery address, the Vendor will send a notification to Purchaser of that fact, including an indication of the dates and times at which Purchaser may take delivery of the equipment at the delivery address.

7. Warranty

The only warranty Vendor makes with respect to the Equipment is contained in the separate written warranty policy 180815207 provided to Purchaser at the time of execution of this Sales Agreement. This warranty excludes the engine. The engine is warranted only by its manufacturer, not by PrinOTH LLC or PrinOTH LTD.

8. DISCLAIMER OF WARRANTIES

VENDOR IS SELLING ONLY SUCH RIGHT OR TITLE TO THE EQUIPMENT AS VENDOR MAY HAVE ON THE DATE THIS AGREEMENT IS EXECUTED AND DISCLAIMS ANY FURTHER WARRANTY OF TITLE TO SUCH GOODS. VENDOR MAKES NO REPRESENTATIONS THAT THE EQUIPMENT BEING SOLD IS FREE FROM THE RIGHTFUL CLAIM OF ANY THIRD PARTY BY WAY OF INFRINGEMENT OR THE LIKE AND DISCLAIMS ANY WARRANTY AGAINST INFRINGEMENT WITH RESPECT TO THE GOODS. PURCHASER, IN FURNISHING SPECIFICATIONS TO VENDOR, AGREES TO HOLD VENDOR HARMLESS AGAINST ANY CLAIMS BY WAY OF INFRINGEMENT OR THE LIKE THAT ARISE OUT OF COMPLIANCE WITH THESE SPECIFICATIONS.

VENDOR MAKES NO WARRANTY OF MERCHANTABILITY FOR THE EQUIPMENT AND PURCHASER AGREES TO ACCEPT THE EQUIPMENT WITHOUT ANY WARRANTY OF MERCHANTABILITY. VENDOR FURTHER MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT. THERE ARE NO WARRANTIES EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS AGREEMENT.

9. Right of Inspection

Purchaser shall have the right to inspect the Equipment at the time and place of delivery and will be deemed to have accepted the Equipment immediately after such inspection. If Purchaser fails to inspect the Equipment at the time of delivery, Purchaser shall be deemed to have waived the right to inspect the Equipment. After the Purchaser has inspected the Equipment or the right of inspection has been waived, Purchaser shall not be permitted to revoke acceptance or later reject the Equipment for any reason, and must immediately pay for the Equipment.

10. Rejection of Non-conforming Goods. Rejection of the Equipment for failure to conform to the requirements of this Sales Agreement must be made at the time of inspection but in no event later than five (5) days after delivery of the Equipment. Purchaser must send written notification of its rejection to the Vendor. Notice must state the basis of the alleged non-conformity of Equipment and describe any portion or part being rejected. If the Purchaser fails to timely make a rejection of the Equipment as provided in this Sales Agreement, Purchaser shall not be permitted to revoke acceptance or later reject the Equipment for any reason.

11. Procedure as to Rejected Goods. On receipt of notification of rejection, Vendor will arrange for the return shipment of the Equipment, at Vendor's expense. However, within thirty (30) days of receipt of notice of rejection Vendor may have an agent inspect the Equipment for non-conformity; otherwise, inspection will be made upon return to the Vendor's possession. If the Equipment is confirmed by Vendor as non-conforming, Vendor will ship replacement conforming Equipment within ninety (90) days of notice of rejection unless Purchaser notifies Vendor to forego the shipment before that date.

12. Exclusive Remedies of Purchaser. The exclusive remedies of Purchaser under this Agreement are, in the case of any breach by Vendor other than tender of non-conforming goods, to return the goods and receive repayment of the price from Vendor; and in the case of non-conforming goods or parts, repair or replacement of the non-conforming items. Vendor shall not be responsible or liable to Purchaser for any loss or damage resulting from Vendor's delayed performance in delivering the Equipment for any reason, including Purchaser's loss of income or profits, and incidental, special or consequential damages to Purchaser.

13. Limitation of Consequential Damages. The parties agree that eliminating any award of consequential damages to any party aggrieved by breach of this Sales Agreement is consistent with the intent of the parties and the commercial circumstances giving rise to this Sales Agreement. Therefore, consequential damages, if any, under this Agreement may not be recovered by either party for any reason.

14. Force Majeure. Vendor's obligation to deliver the Equipment is subject to delays incident to labor difficulties, fires, casualties and accidents, acts of the elements, acts of God, transportation difficulties, delays by common carrier, inability to obtain equipment, materials or components or qualified labor sufficient to timely manufacture the Equipment, government regulations or other causes and acts of *force majeure* beyond the control of Vendor. In the event of such delays, the delivery of the Equipment shall be correspondingly extended and Vendor shall keep Purchaser informed of the effects of such events.

15. Termination on Contingency.

This Agreement terminates automatically with respect to any Equipment not yet delivered on the occurrence of any of the following contingencies: (a) shutdown of Vendor's plant or of Purchaser's business; (b) any formal or informal, voluntary or involuntary action by either party privately or in court resulting in the appointment of a receiver or trustee or surrender of any substantial degree of business management for the benefit of creditors.

16. Mediation and Arbitration.

All claims arising out of or related to this Agreement shall be submitted first to mediation and then to final binding arbitration. Before submitting the matter to arbitration, the parties will engage in non-binding mediation, to be held in Mesa County, Colorado, using a mediator selected by mutual agreement of the parties. If mediation fails to resolve the issue, arbitration shall be conducted in accordance with the Colorado Uniform Arbitration Act. The arbitrators shall be required to follow Colorado law in making an order. The arbitration shall be conducted in Mesa County, Colorado. Unless the parties mutually agree to a different number of arbitrators, the panel of arbitrators shall consist of three (3). One arbitrator shall be appointed by Purchaser, one arbitrator shall be appointed by Vendor, and one arbitrator shall be appointed by the two arbitrators chosen by Purchaser and Vendor. The arbitrators shall agree in advance to render a written decision within seven (7) business days of completion of arbitration. Each party shall pay the costs and fees of any attorney the party engages to assist the party in the arbitration and the arbitrator the party chooses. Purchaser and Vendor shall each pay half of the costs and fees of the third arbitrator. The prevailing party in arbitration shall be entitled to recover costs and attorneys' fees from the other party or parties.

17. Governing Law, Venue and Jurisdiction.

United States: This Agreement shall be governed by and construed in accordance with Article 2 of the Uniform Commercial Code as adopted in the State of Colorado as effective on the date of this Agreement and by other pertinent Colorado law. Jurisdiction for any mediation, arbitration or other proceeding relating to or arising out of this Sales Agreement, the transaction which it defines or the Equipment shall only be proper in the state and federal courts of the State of Colorado. The parties consent to venue in Mesa County, Colorado. The parties waive the right to a jury trial in any lawsuit relating to or arising out of this Sales Agreement, the transaction which it defines or the Equipment. **Canada:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec. Jurisdiction for any mediation, arbitration or judicial proceeding relating to or arising out of this Sales Agreement, the transaction which it defines or the Equipment shall only be proper in the federal and provincial courts which have jurisdiction in the Province of Québec and in no other courts. The parties consent to venue in the judicial district of Montreal, Québec.

18. Integrated Agreement.

The terms of this Sales Agreement are intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms.

19. Modification and Rescission.

This Sales Agreement may be modified or rescinded only in writing signed by both parties.

20. Waiver.

No claim or right arising out of a breach of this Sales Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, is in writing and is signed by the aggrieved party.

21. Notices.

All notices required or permitted by this Sales Agreement shall be in writing and personally delivered or mailed by certified mail, return receipt requested, and addressed to the parties at their addresses indicated on page one of this Sales Agreement.

22. Binding Effect.

This Sales Agreement shall be binding on and inure to the benefit of its parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

23. Severability.

In case any one or more of the provisions contained in this Sales Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Sales Agreement and this Sales Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it.

24. No Presumption.

The parties waive any statutory or common law presumption which would serve to have this Sales Agreement or any provisions of this Sales Agreement construed in favor of or against Vendor or Purchaser in the event any dispute arises concerning the interpretation of this Sales Agreement.

25. Captions.

The captions in this Sales Agreement are for convenience only and in no way define, limit or describe the scope or intent of this Sales Agreement nor in any way affect the interpretation of this Sales Agreement.

26. Attorneys' Fees.

In the event that Purchaser fails to pay the amounts owed to Vendor under this Sales Agreement, Vendor shall be entitled to recover from Purchaser reasonable attorneys' fees and costs Vendor incurs in enforcing the provisions of this Sales Agreement.

27. Counterparts.

This Sales Agreement may be signed in one or more identical counterparts and all such counterparts when taken together shall be deemed to constitute the original of this Sales Agreement.

28. Economic limitations/restrictions.

The product, countries, customers, and end-users may be subject to export and import ban or other export control restrictions. In addition to any such applicable ban or restrictions, Buyer shall not directly or indirectly sell or deliver products to the restricted countries/territories or to any entities, persons or organizations of a restricted country. These restrictions shall be observed in any use, resale, or transfer of the products. If Buyer receives knowledge or has reason to believe that the conditions in this clause have been violated, Buyer shall immediately inform Vendor. Vendor shall be entitled to suspend or cancel any delivery, order, or agreement without incurring any liability if Vendor has reason to believe that Buyer acts in a manner contrary to applicable laws, regulations, orders, or rules of any government authority having jurisdiction, is in breach of conditions of this clause, or in case Buyer is subject to export or import restrictions. In the event of any claim or proceeding against Vendor relating to the foregoing, Buyer shall provide all necessary information and assistance to Vendor and shall indemnify, defend, and hold Vendor harmless from and against any such claim or proceeding, and any resulting fines, costs, and losses incurred by Vendor.

DATED this _____ day of _____, 20____

PURCHASER

(print name)

(title)

By: