

CRD Metalworks, LLC
17 Hyde Hill Road
Williamsburg, MA 01096

STANDARD SALES TERMS AND CONDITIONS

THIS TRANSACTION IS GOVERNED BY CRD METALWORKS, LLC'S ("SELLER") STANDARD SALES TERMS AND CONDITIONS AND THE ACCOMPANYING INVOICE ("INVOICE") (COLLECTIVELY WITH STANDARD SALES TERMS AND CONDITIONS "CONTRACT") WHICH ARE EXPRESSLY INCORPORATED HEREIN NOT WITHSTANDING ANY PROVISIONS SUBMITTED BY BUYER WHICH ARE EXPRESSLY REJECTED BY SELLER. ACCEPTANCE OF THE ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSENT TO THE CONTRACT.

SELLER SPECIFICALLY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS AND NEITHER SELLER'S PERFORMANCE NOR RECEIPT OF PAYMENT SHALL CONSTITUTE ANY ACCEPTANCE OF BUYER'S TERMS OR CONDITIONS.

IN THE EVENT THERE IS A SEPARATE WRITTEN AGREEMENT BETWEEN THE PARTIES THAT CONFLICTS WITH THE TERMS OF THE CONTRACT, THE TERMS OF THE SEPARATE WRITTEN AGREEMENT WHICH ARE IN CONFLICT SHALL CONTROL.

Payment shall be made pursuant to the terms detailed in the Invoice. Unless otherwise specifically set forth, a one and one half percent (1.5%) per month service charge (18% per annum) or the highest permissible rate under applicable law, whichever is less, shall be assessed on late payments.

In the event of a default under the Contract, Buyer shall further be responsible for Seller's reasonable fees, costs and expenses, including reasonable attorney's fees incurred in collecting any late payment.

Buyer shall bear all applicable federal, state, municipal and other government taxes, fees and the like.

Any additional costs resulting from government laws or regulations or from increased cost of raw materials or supplies used in manufacturing the Goods hereafter becoming applicable will be added to any prices set forth in the Contract and are the sole obligation of the Buyer.

The Contract may not be terminated in whole or in part by Buyer without the prior written consent of Seller. Seller shall have the right at any time and from time to time to

suspend or limit credit on the whole or any unfilled portion of the Contract and Buyer shall have no right of termination because of any such suspension or limitation. If Buyer defaults with respect to or repudiates any of its obligations under the Contract, Seller, without any liabilities on its part and without thereby waiving any rights to damages or other rights, may cancel any undelivered portion of this Contract.

When Buyer requests shipment by common carrier, the Goods shall be in all respects at the risk of Buyer. All freight must be prepaid. All claims by Buyer for loss or damage occurring after delivery to the carrier(s) must be brought against the carrier(s), not Seller. When delivery is made by Seller's truck(s), ownership of the Goods passes to Buyer when received or when a receipt for the Goods is signed on behalf of or otherwise accepted by Buyer.

Buyer shall examine the Goods for nonconformity promptly upon receipt. All transit damage claims for which Seller is liable must be filed in writing to Seller ("Filed") within sixty (60) days of receipt. Claims for concealed damage or quality related claims must be Filed within ninety (90) days of receipt. Claims not Filed as detailed herein shall be deemed waived.

Seller's sole obligation and liability in the event the Goods are found to be damaged or defective under the foregoing warranty shall be to refund the purchase price for such Goods, or at Seller's election, replacement of the defective Goods for which a claim was timely Filed. Portions of the Goods for which the purchase price is so refunded or which are so replaced shall be returned to Seller or disposed of by Buyer as Seller may direct; remaining portions shall be accepted by Buyer. Retention of Goods without Filing a claim as provided above or resale or use or further processing of Goods in any manner shall constitute an unconditional acceptance of the same by Buyer and no liability of any kind with respect to such Goods against Seller shall survive for any cause whatsoever.

Buyer shall not be entitled to deduct from the price invoiced to it for the Goods the amount of any claim Filed against Seller without Seller's written consent. Buyer's failure to accept delivery of any installment or shipment of Goods in the quantities and on the terms specified by the Contract or to fulfill any other provision of the Contract shall constitute a material breach of the entire Contract in response to which, in addition to any other remedies hereunder or at law, Seller may in its sole discretion by written notice to Buyer at least five (5) days prior to the start of the succeeding month (1) declare the entire transaction terminated as of the date of the breach, or (2) reduce the installments during the remainder of the term hereof to that quantity last ordered by Buyer.

If performance of any, some, or all of Seller's obligations hereunder is or shall be prevented, prohibited, restricted or modified by reason of completion of existing contracts, defaults of the Buyer, accident, fire, strike, embargo, action taken or omitted in voluntary or involuntary compliance with any law, shortage of fuel, labor, material, power of transportation facilities or inability to procure the same from Seller's usual sources in its usual manner, or by reason of any matter beyond Seller's reasonable

control, Seller shall have the right, at its election, to cancel all or any portion of this Contract and/or to perform the Contract as so restricted or modified, and without liability to Seller, Buyer shall accept such restricted or modified performance. Seller may further allocate its available Goods among its purchasers, including its own internal customers as determined by Seller in its sole discretion. For the purposes of this paragraph, the term "law" shall include existing and future legislation and rules, regulations, orders, requirements and official requests heretofore or hereafter promulgated by governmental authorities.

In the case of any non-delivery of Goods not falling within the terms of the preceding paragraph, Seller's liability shall be limited to the difference to a refund of the purchase price. This is the sole remedy available to Buyer in the case of non-delivery of Goods not falling within the terms of the preceding paragraph.

Warranties.

See ATTACHMENT A. Express Limited Warranty which is expressly incorporated herein.

ALL WARRANTIES EXCEPT THOSE WARRANTIES EXPRESSLY STATED HEREIN OR IN ATTACHMENT A HERETO, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE WHETHER EXPRESS OR IMPLIED ARE EXPRESSLY EXCLUDED unless and except where such warranties may not be disclaimed or excluded under applicable law.

The failure of either party to insist on any one or more instances upon strict performance of any of the provisions of the Invoice or this Contract or to take advantage of any of its rights shall not operate as a continuing waiver of such rights.

All notices required by the Contract ("Notice") shall be sufficiently given if sent by official government postal service addressed to the party at the place of business referred to on the front of the Invoice.

This Contract shall be governed and construed in accordance with the laws of the **Commonwealth of Massachusetts** as amended from time to time, without reference to choice of law rules or to the Convention on Contracts for the International Sale of Goods. Any legal action taken pursuant to the Contract shall be filed only in a court of competent jurisdiction in Hampshire County, Massachusetts ("Court"). Each party to the Contract irrevocably agrees to submit itself to the personal jurisdiction of said Court. Any action based in whole or in part upon the Contract or its performance must be commenced within one (1) year after the cause of action accrued.

The terms and conditions of the Contract may be modified or revised only by a writing signed by authorized agents of the parties. Unless the Goods covered by the Invoice are the subject of a separate written agreement between the parties, the terms of the

Contract shall constitute the entire agreement between the parties and there are no understandings, agreements or representations, express or implied not specified herein.

If any provision of the Contract shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The terms and conditions of the Contract are accepted by Buyer. Inasmuch as the Standard Sales Terms and Conditions are accepted by Buyer on this occasion, absent Notice from Buyer to Seller of the later rejection of such Standard Sales Terms and Conditions such Standard Sales Terms and Conditions if unchanged by Seller shall be deemed accepted by Buyer as to all subsequent transactions between Buyer and Seller.

Buyer

Name:

Title:

Date:

Seller

CRD Metalworks, LLC

By _____

Its: