



INTERLOCK CONCEPTS, INC.
STANDARD TERMS AND CONDITIONS
FOR THE SALE OF GOODS

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are applicable to all quotes, bids and sales of products and goods (“**Goods**”) by Interlock Concepts, Inc. (“**Interlock Concepts**”); and are the only terms which govern the sale of the products and goods by Interlock Concepts; however, the price, quantity and Delivery Location for the Goods may be separately agreed and set forth in a quote delivered by Interlock Concepts or an order issued by the applicable customer (“**Buyer**”) and accepted by Interlock Concepts or some other communication between Interlock Concepts and Buyer (an “**Order**”, and such agreed price, Delivery Location and quantity, together with these Terms, the “**Agreement**”).

(b) The parties intend solely for the express terms and conditions contained in this Agreement. In the event of a conflict between these Terms and any term or condition in any other document, website, order or communication, these Terms shall control. Any terms and conditions which seek to add to this Agreement, including any terms or conditions stated on an order or website, shall have and be given no effect. These Terms supersede all prior oral or written agreements, proposals, discussions, correspondence, representations, warranties and covenants. No course of prior dealings, acceptance or acquiescence in a course of performance and no usage of the trade shall be relevant to supplement, explain or modify this Agreement. All representations, promises, warranties or statements by an agent or employee of Interlock Concepts that differ in any way from this Agreement hereof shall be given no effect or force. No waiver or alteration of Terms shall be binding unless in writing signed by an authorized employee of the Interlock Concepts. Notwithstanding the foregoing, if Interlock Concepts and Buyer have separately negotiated and entered into a separate agreement signed by both parties (“**Separate Agreement**”), such Separate Agreement shall control over any conflicting term or condition of this Agreement.

2. Delivery and Shipping.

(a) The Goods will be delivered within a reasonable time after the parties enter into the Order. Interlock Concepts shall not be liable for any delays, loss or damage in transit.

(b) Unless otherwise agreed in writing by the parties, Interlock Concepts shall deliver the Goods to the delivery location specified on the Order, or if no such location is expressly specified then Interlock Concept’s manufacturing location (the “**Delivery Location**”), using Interlock Concepts’s standard methods for packaging and shipping such Goods. Buyer shall take delivery of the Goods (i) if at Interlock’s manufacturing location, then within three (3) days of Interlock Concepts’s written notice that the Goods have been delivered to the Delivery Location, or (ii) at any other location, then within one (1) hour of the Goods arrival at the Delivery Location.

Buyer shall be responsible for all shipping costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Location.

(c) Interlock Concepts may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order.

(d) If for any reason Buyer fails to accept delivery of any of the Goods on the date fixed pursuant to Interlock Concepts's notice that the Goods have been delivered at the Delivery Location, or if Interlock Concepts is unable to deliver the Goods at the Delivery Location on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Buyer; (ii) the Goods shall be deemed to have been delivered; and (iii) Interlock Concepts, at its option, may store the Goods until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

3. Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Goods at the Delivery Location. As collateral security for the payment of the purchase price of the Goods, Buyer hereby grants to Interlock Concepts a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Utah Uniform Commercial Code.

4. Amendment and Modification. These Terms may only be amended or modified in a writing which specifically states that it amends these Terms and is signed by an authorized representative of each party.

5. Inspection and Rejection of Nonconforming Goods.

(a) Buyer shall inspect the Goods within five (5) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless it notifies Interlock Concepts in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Interlock Concepts. "**Nonconforming Goods**" means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Interlock Concepts of any Nonconforming Goods, Interlock Concepts shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or (ii) credit or refund the Price for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to Interlock Concepts's designated facility. If Interlock Concepts exercises its option to replace Nonconforming Goods, Interlock Concepts shall, after receiving Buyer's shipment of Nonconforming Goods, ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the Delivery Location.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under

Section 5(b), all sales of Goods to Buyer are made on a one-way basis and Buyer has no right to return Goods purchased under this Agreement to Interlock Concepts.

6. Price.

(a) Buyer shall purchase the Goods from Interlock Concepts at the agreed upon prices set forth in the Order, or if no price is agreed upon in the Order, then at Interlock Concepts's published price list in force as of the date the Order is fulfilled by Interlock Concepts (the "**Prices**").

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Interlock Concepts's income, revenues, gross receipts, personnel or real or personal property or other assets

7. Payment Terms.

(a) Unless otherwise agreed on the applicable Order, Buyer shall pay all invoiced amounts due to Interlock Concepts on receipt of Interlock Concepts's invoice, with 50% of the amount invoiced on the effective date of the applicable Order and the other 50% invoiced on the date the Goods are delivered.. Buyer shall make all payments hereunder by [wire transfer/check/OTHER PAYMENT METHOD] and in US dollars.

(b) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Interlock Concepts for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Interlock Concepts does not waive by the exercise of any rights hereunder), Interlock Concepts shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for three (3) business days following written notice thereof.

(c) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Interlock Concepts, whether relating to Interlock Concepts's breach, bankruptcy or otherwise.

8. Limited Warranty.

(a) Interlock Concepts warrants to Buyer that for a period of [NUMBER] [day[s]/month[s]/years[s]] from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will be free from material defects in material and workmanship.

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 8(a), INTERLOCK CONCEPTS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party (“**Third Party Product**”) may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 8(a). For the avoidance of doubt, **INTERLOCK CONCEPTS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

(d) Interlock Concepts shall not be liable for a breach of the warranty set forth in Section 8(a) unless: (i) Buyer gives written notice of the defect, reasonably described, to Interlock Concepts within five (5) days of the time when Buyer discovers or ought to have discovered the defect; (ii) Interlock Concepts is given a reasonable opportunity after receiving the notice to examine such Goods and Buyer (if requested to do so by Interlock Concepts) returns such Goods to Interlock Concepts’s place of business at Interlock Concepts’s cost for the examination to take place there; and (iii) Interlock Concepts reasonably verifies Buyer’s claim that the Goods are defective.

(e) Interlock Concepts shall not be liable for a breach of the warranty set forth in Section 8(a) if: (i) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow Interlock Concepts’s oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of Interlock Concepts.

(f) Subject to Section 8(d) and Section 8(e) above, with respect to any such Goods during the Warranty Period, Interlock Concepts shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if Interlock Concepts so requests, Buyer shall, at Interlock Concepts’s expense, return such Goods to Interlock Concepts.

(g) THE REMEDIES SET FORTH IN SECTION 8(f) ARE AND SHALL BE THE BUYER’S SOLE AND EXCLUSIVE REMEDY AND INTERLOCK CONCEPTS’S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 8(a).

9. Limitation of Liability.

(a) IN NO EVENT SHALL INTERLOCK CONCEPTS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT INTERLOCK CONCEPTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(b) IN NO EVENT SHALL INTERLOCK CONCEPTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO INTERLOCK CONCEPTS FOR THE GOODS SOLD PURSUANT TO THE APPLICABLE ORDER.

10. Compliance with Law. Buyer shall comply with all applicable laws, regulations and ordinances. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

11. Termination. In addition to any remedies that may be provided under these Terms, Interlock Concepts may terminate the Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and such failure continues for three (3) business days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

12. Waiver. No waiver by Interlock Concepts of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Interlock Concepts. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. Confidential Information. All non-public, confidential or proprietary information of Interlock Concepts, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Interlock Concepts to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Interlock Concepts in writing. Upon Interlock Concepts's request, Buyer shall promptly return all documents and other materials received from Interlock Concepts. Interlock Concepts shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

14. Force Majeure. The Interlock Concepts shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Interlock Concepts including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers

or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment. Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Interlock Concepts. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

16. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

18. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Utah without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Utah].

19. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Utah in each case located in the Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

20. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a “**Notice**”) shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

21. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

22. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Payment Terms, Limitation of Liability, Compliance with Laws, Confidential Information, Governing Law, Submission to Jurisdiction, Notices and Survival.