

PARKSITE STANDARD TERMS AND CONDITIONS

The customer ("Buyer") agrees that the relationship between Buyer and any division or subsidiary of Parksite, Inc. (collectively referred to as "Seller"), including all quotations and sales of products by the Seller to the Buyer are subject to the terms and conditions contained herein ("Standard Terms and Conditions"). These Standard Terms and Conditions are incorporated into each purchase order submitted by Buyer and every order acknowledgement and invoice issued by Seller.

1. **Quotes.** Seller may from time to time issue quotes that contain pricing, certain terms, project information, and other information. Seller may decide in its sole discretion whether or not to provide quotes to Buyer, including without limitation the decision not to provide any quotes to Buyer or to limit quotes to certain products or sites. While quotes will lock in specific prices, all individual purchase orders issued by Buyer are subject to acceptance in Seller's sole and absolute discretion. Once accepted by Seller, orders issued by Buyer are non-cancelable.
 2. **Entire Agreement/Exclusion of Other Terms.** All purchases made by Buyer from Seller shall be governed by these Standard Terms and Conditions, regardless of whether the purchase is subject to any attached quote. Except for specific prices, quantities and delivery terms contained in order acknowledgements issued by Seller, these Standard Terms and Conditions shall supersede in their entirety any additional or contrary terms and conditions which may be contained in Buyer's purchase order, proposal, request for quotation, confirmation, acknowledgment or other form or instrument that may be delivered or signed by either party in connection with any of the transactions contemplated hereunder. Such form or instrument shall be for the convenience of the parties only and shall not affect, modify, limit or negate these Standard Terms and Conditions, except as provided for herein. Any additional or different contrary terms proposed by Buyer are deemed to materially alter the Standard Terms and Conditions and are hereby objected to and rejected by Seller. Any such additional and/or different terms and conditions submitted by the Buyer shall not become part of any agreement unless an authorized representative of Seller consents in writing to such additional and/or different terms and conditions by making specific reference to the additional and/or different terms and conditions and only for the specific order as to which the consent is made.
 3. **Taxes.** Unless indicated otherwise on the face of a quote, quote prices shall be exclusive of all local, state, and federal sales or excise taxes, Buyer shall pay any local, state or federal sales, use, excise, value added and similar taxes, whether separately invoiced or added to the invoice for products sold hereunder, if applicable or shall provide satisfactory evidence of exemption from such taxes.
 4. **Delivery.** Products shall be delivered F.O.B. Seller's warehouse unless otherwise specified on the face of the quote. Any delivery dates are estimates only.
 5. **Delays, Allocations.** Seller will not be liable for any delay in the performance of orders, or in the delivery of products, delay or interference with placement of products, or for damages suffered by Buyer by reason of such delay when such delay is, directly or indirectly, caused by, or in any manner arises from fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, union regulations, shortage of labor, fuel, power, materials or supplies, transportation delays, damage to products in transit, Buyer's conduct or any other cause or causes beyond Seller's reasonable control. In the event of any delay or failure by Seller to deliver all or any part of the products in accordance with the terms hereof, as a result of any of the aforesaid causes, the date of delivery for such products will be extended for a period equal to the time lost by reason of the delay, as determined by Seller. However, if in the opinion of Seller, the delay will exceed ninety (90) days, Seller may, at its option, terminate its obligations to deliver such products. In the event that manufacturing or selling capacity of Seller is curtailed by reason of any such cause, Seller reserves the right to allocate, in its business judgment, such products as may be available among its customers, including customers not then under contract.
 6. **Unavailability of Products.** In the event any orders accepted hereunder for products that are discontinued or are otherwise unavailable to Seller at the time of delivery, Seller may notify Buyer and may, in its sole discretion and without liability to Buyer terminate the quote as to the unavailable products.
 7. **Damaged Goods/Return Policy.** Buyer agrees to notify Seller in writing within five (5) business days after delivery of any products that do not conform to manufacturer specification or that are delivered in a damaged condition. All products except those as to which such notice is given will be deemed to have been delivered in satisfactory condition. Buyer's sole right as to damaged product shall be repair or replacement, at Seller's discretion. All returns are subject to inspection by Seller.
 8. **Exclusion of Warranties and Release of Liability.** Buyer acknowledges that Seller is a distributor and not the manufacturer of any products and that Buyer has selected the products based upon specifications issued by the manufacturer. Buyer also acknowledges that Seller has no responsibility for any installation or servicing of products. Accordingly, Buyer releases from and covenants not to sue Seller for any claims arising from any alleged defects in the design or manufacture of the products purchased from Seller and shall indemnify Seller against any negligent acts or omissions of Buyer or its employees, agents or representatives in connection with the installation, demonstration, display, sale or servicing of any of products purchased by Buyer from Seller. All statements made on or in goods, labels, brochures, advertising and specifications are made solely by the product manufacturers, and not by Seller, and Seller does not endorse or approve of those statements. Seller makes no warranties regarding the products. **ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FREEDOM FROM INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED. SELLER SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES,** whether or not caused by negligence and however caused and whether or not the parties had been notified of the likelihood of such damages. Seller will provide all reasonable assistance to Buyer in obtaining the benefits of warranties issued by product manufacturers. In no event shall Seller's liability to Buyer in connection with any sale of goods exceed the amount paid by Buyer to Parksite for the goods.
 9. **No Agency.** The relationship between Seller and Buyer shall be that of vendor and vendee. Buyer and its agents and employees are not partners, joint venturers, franchises, agents, employees or representatives of Seller. Buyer may not enter any promise, warranty, contract or other commitment for Seller or obligate Seller to third parties.
 10. **Assignment.** Buyer may not assign any of its rights under the Agreement without the written consent of Seller. Seller may refuse consent with or without cause.
 11. **Severability.** It is agreed that if any provision of the Agreement be held unenforceable or otherwise void by any tribunal of competent jurisdiction, such provision will be deemed deleted, and the remainder of the document(s) will continue to be binding upon the parties as if such provision had never been a part hereof.
 12. **Credit Terms and Terms of Payment.** Seller may establish an aggregate maximum amount ("Maximum Credit Amount") for the amount of credit to be extended to Buyer at any point in time and may, in its sole discretion, reduce or otherwise modify such amount, without prior notice to Buyer. All quotes shall constitute a single extension of credit to Buyer by Seller. The establishment of any aggregate maximum shall not in any way affect the discretion of Seller to stop giving quotes or to fix the terms of payment in any quote. Buyer acknowledges that the exercise of Seller's discretion may result in the failure of Seller to issue a quote, accept an order, or extend credit that Buyer may believe is necessary to accomplish its business goals; however, Buyer understands and agrees that it is necessary for Seller to have complete and total discretion over the extension of credit to Buyer. Buyer agrees to provide from time to time at Seller's request, such financial information as Seller may request in connection with Seller's extension of credit, all of which information Buyer represents will be true and correct.
- Unless otherwise set forth on the face of a quote or an invoice, payment shall be due for each delivery of goods to Buyer on the 30th day from date of invoice. If payment is not received by the due date, a late charge shall begin accruing on the due date at a rate equal to 1.5% per month, or if less, the maximum rate permitted by law. In the event that Buyer is in default of any payment due, Seller may withhold delivery on or cancel any undelivered order. Buyer waives any right of set off against amounts due on any invoice any claims it may have against Seller
13. **Security Interest.** Buyer hereby grants to Seller a security interest in all of the Collateral as security for the Obligations "**Collateral**" means the following property and interests in property of the Buyer, whether now owned or hereafter arising or acquired, and wheresoever located: (i) all products sold by Seller to Buyer; and (ii) all proceeds of the foregoing, including but not limited to insurance proceeds payable by reason of loss or damage to the foregoing. "**Obligations**" means all present and future liabilities, obligations of payment and performance, and indebtedness of Buyer to Seller, of whatever kind, now due or to become due, absolute or contingent, and whether joint, several, or joint and several. Buyer authorizes Seller to file one or more UCC financings statement in perfection of this security interest.
 14. **Default.** The occurrence of one or more of the following events shall constitute a default by Buyer under this Agreement (a "Default"): a) Buyer shall fail to perform when due any Obligation b) Any representation made to Seller by Buyer or by any guarantor, surety, issuer of a letter of credit, or any person other than Buyer primarily or secondarily liable with respect to any Obligation (each a "Guarantor") shall not be true when made, c) Buyer or any Guarantor shall i) die, become insolvent or unable to pay its debts as they become due, or ii) if a business, cease to do business as a going concern, or iii) terminate or attempt to terminate any guaranty or other obligations to Seller or iv) make an assignment for the benefit of creditors, apply to or petition any tribunal for the appointment of a custodian, receiver or trustee for itself or any substantial part of its assets, or commence any proceeding with respect to itself under any bankruptcy, reorganization, readjustment of debt, insolvency, receivership, dissolution or liquidation law or statute of any jurisdiction, or if there shall have been filed any such application or petition, or any such proceeding shall have been commenced against Buyer or any Guarantor; d) Fraudulent Transfer or Concealment. Buyer or any Guarantor shall conceal, remove, transfer, or permit to be concealed, removed, or transferred any part of its assets so as to hinder, delay, or defraud any of its creditors or so as to constitute a fraudulent act under any bankruptcy, insolvency, fraudulent conveyance or similar law; and, e) Any material adverse change in Buyer's or any Guarantor's business, operations, or condition (financial or otherwise).
 15. **Remedies Upon Default.** Upon the occurrence of a Default, Seller shall have the following rights and remedies, which shall be in addition to any and all rights and remedies under the Uniform Commercial Code of Illinois and other applicable law, all of which rights and remedies shall be cumulative and not exclusive to the extent permitted by law. a) Without prior notice to Buyer, Seller may immediately suspend any previously established Maximum Credit Amount. b) Seller shall have the option to terminate any order or quote immediately and/or to declare any and all Obligations immediately due and payable without notice or demand. Buyer waives notice of intent to accelerate, and of acceleration of, Obligations. Seller shall specifically have the right to take immediate and exclusive possession of the Collateral or any part thereof wherever it may be found and also may enter any of the premises of Buyer, with or without process of law, without force, and search for the same, and, if found, to take possession of, and remove such Collateral, or any part thereof. Seller may take possession of the Collateral or any part thereof on Buyer's premises and cause it to remain there at Buyer's expense, pending sale or other disposition. Buyer waives any right to judicial proceedings prior to Seller's exercise of such right of repossession. Buyer shall at Seller's request assemble the Collateral and make it available to Seller, at Buyer's expense, at a place designated by Seller. Seller may sell, transfer, and dispose of the Collateral or any part thereof at public auction or private sale, as Seller may elect at its option. Seller reserves the right to bid and become the purchaser at any such sale. Any notice of disposition shall be deemed reasonably and properly given if given to Buyer at least 10 days prior thereto. d) Any payments or proceeds of Collateral may be applied by Seller to the payment of the reasonable expenses of retaking, holding, preparing for sale, and selling the Collateral, including reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Seller toward the satisfaction of Obligations under this Agreement or any other agreement with Seller in such order of application as Seller may in its sole discretion determine. Any surplus may be paid first to the holder of any subordinate security interest if Seller has received timely and satisfactory written notice of such subordinate security interest, and then to Buyer. Buyer agrees to pay any deficiency immediately upon demand.
 16. **Attorneys' Fees, Expenses.** In the event an action is commenced by either party against the other to enforce any of the provisions hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, court costs, and necessary disbursements incurred in connection with such action.
 17. **Governing Law.** All sales transactions between Buyer and Seller shall be governed by the substantive laws of the State of Illinois.