

GCX CORPORATION
TERMS AND CONDITIONS OF SALE

The following Terms and Conditions apply to all sales of products by GCX Corporation or any of its affiliates (“GCX”) to Buyer. Buyer understands and agrees these Terms and Conditions are incorporated into and made a material part of any quote, invoice or purchase order issued by GCX or Buyer as though fully set forth therein.

1. **QUOTATIONS.** Unless otherwise stated, all written quotations are valid for a period of thirty (30) calendar days but are subject to termination by written notice within that period. All clerical errors are subject to correction by GCX. Estimated lead time is the amount of time required to prepare ordered items for shipment once the purchase order is received and confirmed by GCX. Transportation time is in addition to estimated lead time. Actual shipping charges are determined at time of shipment. Please do not pay from quotations.
2. **PRICES.** The price quoted is predicated upon these standard Terms and Conditions and may be increased to the extent the GCX’s cost of the products is increased as a result of (1) changes in specifications by Buyer, (2) increased costs to manufacture vs. cost at the time the purchase order is accepted; and (3) any agreements, codes or legislative enactments made or enacted pursuant to applicable law (4) any significant change in terms and conditions required by the Buyer. Unless otherwise stated, prices do not reflect the cost of freight to transport products from the GCX to Buyer’s location. Prices do not reflect sales tax or any other tax, duty, tariff, or fee resulting from the transaction, all of which are the GCX’s responsibility.
3. **PURCHASE ORDERS.** GCX shall have five (5) business days to confirm any Purchase Order. Any Purchase Order not confirmed within that time shall be deemed rejected by GCX, unless GCX has proposed amendments to the Purchase Order within that time, in which case Buyer has five (5) business days from receipt of the proposed amendments to accept or reject the amendment.
4. **CANCELLATION.** Orders accepted by GCX are subject to cancellation by Buyer only upon the consent of GCX. Upon consent to cancellation, GCX agrees to cease work as promptly as reasonably possible and hold for Buyer all completed and partially completed product and work in process for not less than sixty (60) days. Buyer shall pay GCX for all products, work in process, and materials which have been committed to and/or processed for the purchase order. Such cancellation charges shall be computed on the basis of GCX’s full cost plus appropriate mark-up, with said cost to include without limitation all work in process; all materials; all supplies; and all commitments made by GCX in connection with the Purchase Order, less such allowances as GCX may make for standard components. If production has stopped or been put on hold, GCX shall invoice Buyer for all costs and charges as described above, which amounts shall be paid net thirty (30) days from invoice via the terms of Section 6.
5. **MISCELLANEOUS CHARGES.** Any miscellaneous costs GCX may incur which are directly related to the completion of the products will be invoiced to the Buyer. GCX will make commercially reasonable efforts to advise Buyer of such charges in advance.
6. **PAYMENT.** GCX shall invoice Buyer for its full or partial purchase order upon shipment of a product. Payment for all invoices shall be made by Buyer within thirty (30) days from the date of GCX’s invoice. GCX accepts payment via ACH, wire transfer, or check only. Credit card payments may be accepted on a limited, exception-only basis at GCX’s sole discretion. GCX encourages Buyer to redeem credits on the account where available as unclaimed credits on account expire two calendar years from the date of the credit and will not be redeemable beyond that date.
7. **PRODUCT INSPECTION AND ACCEPTANCE.** Buyer shall diligently check and verify the type, quantity and quality of products delivered within thirty (30) days following receipt. Buyer shall provide written notice to GCX of any product defect within thirty (30) days following delivery, after which the products shall be deemed to have been delivered free of defects. Any timely notice of product defect shall be processed pursuant to GCX’s Return Policy attached hereto as Exhibit A. If Buyer gives a notification of defects which is subsequently found to be without justification, Seller shall reimburse GCX for all expenses incurred by it as a result of such notification and processing any returns.

8. **INSURANCE.** To the extent Buyer provides GCX with sub-components to be incorporated into the final product, Buyer shall provide fire, theft and extended coverage insurance while products are in the care, custody and control of GCX.
9. **DELIVERY.** Delivery terms shall be F.O.B Origin, and all risk of loss or damage shall transfer to Buyer upon delivery to the carrier at the F.O.B. point. GCX agrees to reasonably cooperate with Buyer in prosecution of claims against any carrier. Buyer remains liable to GCX for any unpaid balance of the purchase price irrespective of any loss or damage after such delivery. Delivery dates are GCX's best estimates, not a guarantee of a particular date of delivery. GCX can coordinate with a freight carrier for shipment, in which case the freight cost will be prepaid and added to the invoice, or coordinate with the Buyer's designated carrier, in which case the freight costs will be charged to the Buyer's freight account.
10. **INTELLECTUAL PROPERTY.** All right, title, and interest in and to all intellectual property, including, without limitation, all copyright, trademark, patent, trade secret, and all other proprietary rights to the products or the business of GCX, and all derivatives thereof, shall remain the sole and exclusive property of GCX. Furthermore, the Parties agree that GCX shall not be liable for infringements of third party intellectual property rights of any kind (including but not limited to patents, utility models etc.) which are related to or caused by Buyer's specifications which are incorporated into any product, or which result from any alteration of the products by Buyer. GCX shall also not be liable for any claim or expense related to any unforeseeable use of the product. Buyer agrees to inform GCX in writing immediately if a third party claims or asserts any infringement or violation of intellectual property rights with respect to the products.
11. **STORAGE.** Any components or products stored on the GCX premises between 31-60 days after initial scheduled date of delivery will be charged a holding fee equal to \$50 per day per pallet.
12. **LIMITATION OF LIABILITY.** IN NO EVENT WILL GCX BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY SALE OF PRODUCT, PURCHASE ORDER OR ANY OTHER WRITING OR TRANSACTION BETWEEN THE PARTIES, OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THE AFOREMENTIONED, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT SHALL GCX BE LIABLE TO BUYER FOR ANY CLAIM OR CLAIMS IN AN AMOUNT THAT EXCEEDS THE AMOUNT PAID TO GCX FOR THE PRODUCTS FORMING THE BASIS OF ANY SUCH CLAIM OR CLAIMS.
13. **FORCE MAJEURE.** GCX shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer due to any cause beyond GCX's reasonable control (including without limitation any act of God, flood, drought, lightning or fire, the act or omission of government, highway authorities or other competent authority, war, military operations, pandemic, strike, supplier failure, labor unrest, or riot) ("Force Majeure"). If GCX is prevented or delayed in the performance of any of its obligations by a Force Majeure event, GCX shall serve notice in writing on the Buyer specifying the nature and extent of the circumstances giving rise to the Force Majeure event and shall have no liability in respect of the performance of such obligations that are prevented by the Force Majeure event during the continuation of such event. GCX may terminate this Agreement (or the affected portion(s) thereof) upon not less than ten (10) days' written notice in the event a Force Majeure event prevents, hinders or delays its performance of any of its obligations for more than thirty (30) consecutive days. A Force Majeure event shall not in any way alter or delay Buyer's obligations for payment for any and all products, work in process, components or services already provided, manufactured or purchased by GCX.
14. **GOVERNING LAW; VENUE AND JURISDICTION.** These Terms and Conditions and all purchases of product from GCX shall be construed and governed pursuant to the laws of the state of California without regard to conflict of laws doctrines to the contrary. GCX and Buyer stipulate and agree that the appropriate courts for Sonoma County, California, shall have exclusive jurisdiction over any disputes arising between the parties (the "Disputes") and both parties agree that venue is proper in such courts for all actions or proceedings involving any Disputes. The prevailing party shall be entitled to recover from the other party its actual costs and expenses (including allowable attorney's fees and expenses) incurred

in connection with any litigation between the parties relating to or arising under these Terms and Conditions.

15. **WARRANTY POLICY.** GCX's Warranty Policy as set forth in Exhibit B is attached hereto and incorporated herein by reference and applies to all purchases of product.
16. **PRIORITY OF TERMS.** In the event of any inconsistency between these Terms and Conditions and any other document or agreement between Buyer and GCX, these Terms and Conditions shall prevail and be binding. No change to these Terms and Conditions shall be valid or binding in any way unless agreed to in a writing signed by GCX.

Exhibit A

Return Policy

GCX Corporation accepts returned goods and will issue credit for goods returned pursuant to the terms and conditions set forth below.

1. Returned conforming products are subject to a minimum 25% restocking charge.
2. The minimum value of any return of conforming product for credit is \$300.
3. An RMA must be issued on goods to be returned within 60 days from the original ship date. Upon issuance of the RMA, returned goods must be received by GCX within 45 days.
4. The returned product must be received in the original packaging. Returned products that are not in the original packaging must be packaged and protected to enable the product to be transported without damage. Any products received damaged will be returned to the Buyer at its expense. The value of any damaged products or components will be deducted from the net credit.

Exhibit B

Warranty Policy

GCX products are warranted to be free of defects in materials and workmanship for a period of five (5) years from date of delivery. GCX's obligation under this warranty is expressly limited to repairing or replacing any products found, in its sole discretion, to be defective. If requested, products or parts for which a warranty claim is made shall be returned prepaid to GCX. This warranty excludes damage or failure due to abuse, usage beyond intended use, and/or improper installation.

Installation of GCX products should be performed by qualified personnel. GCX Corporation shall not be responsible for the failure of any such installation by unqualified personnel or the failure to follow the installation instructions included with every product.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GCX'S OBLIGATIONS UNDER THESE WARRANTIES SHALL NOT INCLUDE ANY LIABILITY FOR LOSS OF PROFITS, BUSINESS INTERRUPTION DAMAGES, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR DELAYS. GCX SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.