

TERMS AND CONDITIONS OF SALE

1.TERM ACCEPTANCE. Unless otherwise specified in writing, all Acoustiblok signed estimate proposals are valid for a period of thirty (30) days form the date of issuance. Excluding such proposals, Acoustiblok reserves the right to refuse or discontinue doing business at any time without cause; prices of the Product are subject to change but not within the 30 days. All Acoustiblok proposals, orders, and sales are conditional upon Purchaser's acceptance of these Terms and Conditions, which govern the Purchase Order and all sales thereunder by Acoustiblok.

2.ORDERS. All Purchase Orders must be sent by Purchase order via facsimile (fax) or email to Acoustiblok.

3.PAYMENT TERMS. All sales are final. No refunds or credits will be given. Advance payments by wire transfer (with Purchaser paying all fees); e-check, check (which may require time to clear), cashier's check. Credit card may be made only with prior approval from Acoustiblok. If approval to pay by credit is received, the terms are net 30 from date of invoice. All unpaid amounts will incur a 1.5% interest charge per month. For the purpose of obtaining credit, Purchaser hereby attests that the information provided is presented accurately and authorizes the release of financial information, including personal information, to the credit department of Acoustiblok, on an as needed basis.

4.CREDIT CARD PAYMENTS. If Purchaser pays by credit card, Purchaser hereby agrees to pay the total amount in compliance with the cardholder agreement. Purchaser agrees that this is a special custom order, which is non- refundable or cancellable. Purchaser further agrees that any dispute will be resolved strictly between Purchaser and Acoustiblok, venue being Hillsborough County, Florida, USA. Purchaser stipulates that Purchaser will not generate charge backs through Purchaser's credit card company and a facsimile signature is to be considered an original signature.

5.FREIGHT. All sales are FOB Acoustiblok distribution warehouse at 6900 Interbay Blvd., Tampa, FL 33616 or (at Acoustiblok's discretion and for rolled material only) from Acoustiblok's Wisconsin warehouse. Purchaser is responsible for all freight charges, packaging materials, handling, unloading requirements or lift gate charges, and insurance. Using Acoustiblok's freight carrier may allow for discounted rates; however no shipping company is or shall be deemed an agent of Acoustiblok. Acoustiblok will not be liable for any delay in delivery times or shipping times, regardless of the mode of shipping. Acoustiblok is not responsible for and cannot be held liable for any damages to the merchandise after it leaves Acoustiblok's warehouse. Items must be inspected at the time of delivery for any damage that may have occurred in transit. The driver and/or shipping company must be made aware of the damage at the time of the delivery and a claim should be filed with the shipping company. Any claims against the shipping company will be the responsibility of the Purchaser. Acoustiblok does not offer refunds or discounts on

Products damaged during shipment. Purchases delivered to a jobsite and any unloading requirements are the responsibility of the Purchaser.

6. NON-PAYMENT. If payment is not received from the Purchaser or if payment from the Purchaser is invalid for any reason, Acoustiblok may suspend or reduce any or all deliveries to the Purchaser hereunder. Acoustiblok also has the right to cancel any and all orders of the Purchaser if any payment is in arrears. In addition to all amounts due pursuant to the purchase order, Purchaser will be responsible for all costs of collection, storage fees, return freight, duties, handling, and any and all reasonable attorneys' fees incurred by Acoustiblok on account of such default.

7. TAXES, DUTIES AND OTHER CHARGES. Purchaser is responsible for all sales, use, excise and other similar taxes, duties and charges levied as a result of any order with Acoustiblok. Acoustiblok's pricing is exclusive of all such taxes, duties and charges.

8. SECURITY INTEREST. Acoustiblok will retain a purchase-money security interest under the Uniform Commercial Code in any goods sold under this Agreement until full payment for the goods has been made. The Purchaser agrees that any property sold under this Agreement will remain personal property and will not become a fixture even if attached to real property.

9. CUSTOM-MADE. The materials provided by Acoustiblok are custom made and/or manufactured to the orders placed by the Purchaser. Therefore, Purchaser must pay in advance unless approved for credit and may not cancel any order.

10. NO E-COMMERCE. Purchaser shall not utilize, or participate in any e-commerce marketing methods in the offer for sale or the sale of any Acoustiblok Product without written consent and approval from the President of Acoustiblok. Purchaser also agrees that the Purchaser will not sell the product for less than the current standard wholesale contractor pricing established by Acoustiblok. Customer agrees not to use the Acoustiblok name or trademark as a domain name, or any other use of such without explicit written advance permission from president of Acoustiblok Inc.

11. FORCE MAJEURE. Acoustiblok will not be responsible for any delay or failure in any performance due, without limitation, to acts of God, public enemy, war, terrorist act, civil disorder, fire, flood, explosion, riot, labor disputes, work stoppages or strike, unavailability of equipment or material, any act or order of any government authority, or any causes beyond Acoustiblok's reasonable control. This shall not apply to Purchaser's payment obligations.

12. DELAYS. The delivery and performance dates in the Order are approximate dates. Acoustiblok shall not be liable for nor be in breach of these Terms and Conditions due to any delivery or performance within a reasonable time after such dates. In no event shall Acoustiblok be liable for any delays caused by failure of customer to provide any necessary information in a timely manner.

13.CLAIMS OR RETURNS. No claims will be allowed, unless made in writing within five (5) days of delivery to Purchaser. Any action for breach of this Agreement must begin within sixty (60) days after the cause of action has occurred. No claim with respect to goods delivered hereunder shall be grounds for withholding payment, nor shall it give any right to set-off against other payments due from Purchaser to Acoustiblok.

14.WARRANTIES AND GUARANTEES. The Purchaser understands and agrees that any use and/or installation of Acoustiblok Products is at the Purchaser's own risk and that Purchaser will be solely responsible for any resulting damages. Unless expressly provided otherwise, Acoustiblok provides products "AS IS" and without warranties of any kind either express or implied. This means Acoustiblok provides no implied warranty of merchantability or fitness for a particular installation or purpose. "Soundproofing" (100% Sound Elimination) is impossible to achieve with Acoustiblok material or any other products. The results you achieve in reducing sound can be estimated using the independent laboratory certified STC, IIC; NRC & CAC lab test results are usually available, however acoustical "in field results" will most likely be different from lab tests.

INSTALLATIONS. Acoustiblok provides no labor, installation, or engineering of structural or otherwise. Any conversations of such are only suggestions acquired from previous customer projects/installations and are not guaranteed acoustically or mechanically.

Information herein is, to the best of our knowledge and belief, accurate. However, since conditions of handling and use are beyond our control, we make no guarantee of results and assume no liability for damages incurred by the use of this material/product. All material/products may present unknown health hazards and should be used with caution. Although certain hazards are described herein, we cannot guarantee that these are the only hazards that exist. Final determination of suitability of this material/product is the sole responsibility of the user. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or any nature are made hereunder with respect to the information contained herein or the material/product to which the information refers. It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. Specifications are subject to change without notice.

15.LIMITATIONS. In no event shall Acoustiblok be liable for damages (whether direct, indirect, personal, punitive, actual, consequential, incidental, special, exempt or otherwise) resulting in any way from faulty installation, use, inability to use, or improper use of the Product. Acoustiblok shall not be liable for any damages of any type, including but not limited to, any lost profits, lost savings, loss of anticipated benefits, or any other consequential or incidental damages arising out of the performance or fulfillment of any order including such damages based on contract, negligence, tort, or under any warranty, or for any other claim by any other party, or otherwise, even if Acoustiblok has been advised of the possibility of such damages. Acoustiblok shall not be liable for, and Purchaser assumes, all risk associated with any and all personal injury and property damage resulting from the handling, possession, processing, installation or use of

goods. Acoustiblok's liability for any and all loss/damage from and cause whatsoever shall in no event exceed the pro-rated purchase price of the material in respect to which the claim is made. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES & GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY ACOUSTIBLOK OR OTHERWISE (INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OF USE) ARE OVERRIDDEN, EXCLUDED AND DISCLAIMED.

16.THERMABLOK®, a product of Thermablok, Inc. The Product Thermablok® may have some fine inert powder residue, especially if the packaging is broken or cut or if using unpackaged sheet material. As per the Material Safety Data Sheet (MSDS) this residue or dust is considered a non-toxic irritant. WARNING: READ MSDS ON WWW.THERMABLOK.COM. Use complete eye cover protection, appropriate respirator, and disposable gloves when handling. Do not breathe dust or allow eye contact with dust (use of an exhaust fan is recommended). Wash off with soap and water. Rinse eyes thoroughly with water. Seek medical help if irritation persists.

17.ACOUSTIBLOK “ALL WEATHER SOUND PANELS” PAT PEND. Acoustiblok's All Weather Sound Panels may not drain properly if a panel is laid horizontally, which may result in a heavier weight. Aluminum panels are supplied through standard production mil finish, and may have minor surface scratches or blemishes. Wind load tests are performed with panel properly mounted in solid mounting.

18.INDEMNIFICATION. Purchaser shall indemnify, defend and hold harmless Acoustiblok, its officers, directors, employees, agents, affiliates, distributors, and licensees from any and all claims, liability, costs, damages, and expenses, including without limitation, legal fees on a full indemnity basis, arising out of or relating to the Products provided by Acoustiblok to, or their use by, any Purchaser or third party except to the extent Acoustiblok actions are found to constitute willful misconduct.

19.LAW AND ARBITRATION. These Terms and Conditions, and the sale of product, shall be governed, enforced and construed under the laws of the state of Florida. Any controversy arising in any way related to any order, sale, product, or other disagreement shall be settled by arbitration by three (3) disinterested arbitrators, in accordance with the rules of the American Arbitration Association. All fees shall be paid by the party against whom the arbitration shall render its award or as otherwise directed by the arbitrators. The venue for the arbitration or any litigation shall be Hillsborough County, Florida, USA. All signatures on facsimile (fax) documents will be legally binding. This document may be executed in counterparts.

20.EXCLUSION OF TORT REMEDIES. This is a commercial sales transaction governed by Article 2 of the Uniform Commercial Code and related to commercial legal principles. Neither party shall have any negligence or other tort liability to the other, or to any other third party, arising from any breach of these Terms and Conditions.

21.NOTICES. Any and all notices relating to these Terms and Conditions and the order and/or sale of the Product shall be sent in writing by first-class mail and shall be presumed to be given when deposited, postage prepaid, in a United States Post Office box, or authorized depository and addressed to the other party at the address given on the front of this form or below.

22.ASSIGNMENT. Purchaser shall not assign its rights, duties or obligations under this Agreement without Acoustiblok's prior written consent. Any attempted assignment without Acoustiblok's consent, even if by operation of law, shall be void.

23.ENTIRE AGREEMENT. These Terms and Conditions, constitute the entire, integrated agreement between the parties with respect to the subject matter hereof, and supersede all prior representations, understandings and agreements, oral or written between the parties, with respect to the subject matter hereof.

24.AMENDMENTS TO TERMS AND CONDITIONS. These Terms and Conditions may not be amended except in writing signed by both parties.

25.SEVERABILITY. If any provisions of these Terms and Conditions are found to be unenforceable, the remaining provisions shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of these Terms and Conditions as a whole.