

**SIERRAPINE
GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions ("**Terms**") are incorporated into and are made a part of a credit application, price quotation, order confirmation, invoice, or other document evidencing an actual or proposed sale of products (each a "**Transaction Document**") and collectively, the "**Transaction Documents**") by SierraPine, a California limited liability company, as seller ("**Seller**"), to an actual or proposed buyer ("**Customer**"). The Transaction Document(s) and these Terms are sometimes collectively referred to herein as the "**Agreement**." Each of Seller and Customer, and each of their successors-in-interest, are sometimes individually referred to herein as a "party" and collectively as the "parties."

1. **Limited Warranty.** SIERRAPINE WARRANTS THAT ITS PRODUCTS WILL MEET THE SPECIFICATIONS APPLICABLE TO SUCH PRODUCTS IN EFFECT AT THE TIME OF SHIPMENT AS DISCLOSED TO CUSTOMER AND AVAILABLE ON SIERRAPINE'S WEBSITE AT WWW.SIERRAPINE.COM. ANY CLAIM FOR BREACH OF SUCH WARRANTY MUST BE RECEIVED BY SIERRAPINE WITHIN 90 DAYS AFTER DELIVERY OF PRODUCTS TO CUSTOMER. SIERRAPINE MAKES NO OTHER WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE TO THE ORIGINAL PURCHASER OR TO ANY SUBSEQUENT USER OF THE PRODUCTS, EXCEPT AS EXPRESSLY CONTAINED HEREIN. IN THE EVENT STATE OR PROVINCIAL LAW PRECLUDES EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE DURATION OF ANY SUCH WARRANTIES SHALL BE NO LONGER THAN, AND THE TIME AND MANNER OF PRESENTING ANY CLAIM HEREON SHALL BE THE SAME AS, THAT PROVIDED IN THE EXPRESS WARRANTY STATED HEREIN.
2. **Exclusive Remedy for Defective Tender or Breach of Warranty.** SELLER'S LIABILITY TO CUSTOMER FOR DEFECTIVE TENDER OR BREACH OF WARRANTY SHALL BE LIMITED TO REPLACING DEFECTIVE PRODUCTS. HOWEVER, IF SELLER CANNOT REPLACE THE PRODUCTS, CUSTOMER WILL BE ENTITLED TO A REFUND OF THE AMOUNT ACTUALLY PAID TO SELLER FOR THE DEFECTIVE PRODUCTS. REPLACEMENT OR REFUND AS SET FORTH ABOVE SHALL BE CUSTOMER'S EXCLUSIVE REMEDY IN THE CASE OF DEFECTIVE TENDER OR BREACH OF WARRANTY. THE BURDEN OF PROOF THAT PRODUCTS WERE DEFECTIVE UPON SHIPMENT FROM SELLER'S FACILITIES SHALL BE BORNE BY CUSTOMER.
3. **Limitation on Liability.** IN NO EVENT, UNLESS IT HAS BEEN FINALLY DETERMINED THAT SELLER WAS GROSSLY NEGLIGENT OR ACTED WILLFULLY OR FRAUDULENTLY, SHALL SELLER BE LIABLE TO CUSTOMER OR ANY OF ITS SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, AGENTS, OR TO ANY OTHER THIRD PARTY, WHATSOEVER THE NATURE OF THE CLAIM, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO SELLER DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE FILING OF THE CLAIM. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SELLER HAS BEEN APPRISED OF THE POSSIBILITY THEREOF.
4. **Payment Terms.** All invoices are due and payable as stated on the invoice. If Customer fails to make any payment when due, Customer shall pay to Seller a late fee on the unpaid balance at the greater of 1.5% per month or the maximum permitted by California law, plus Seller's costs of collection (including but not limited to attorneys' fees, collection agents' fees, and filing fees). In compliance with California Civil Code Section 1719, a \$25 service charge shall apply for the first check passed on insufficient funds and a \$35 service charge shall apply for each subsequent check passed on insufficient funds. In the event of a change in Customer's credit condition, Seller reserves the right to require additional security from Customer. The foregoing payment terms are subject to change without notice.

In the event any invoice has not been paid more than 90 days after its due date, Customer hereby grants to Seller, as of the 91st day after such invoice's due date, as security for all obligations due and owing by Customer to Seller, a security interest in all of Customer's Inventory, Chattel Paper, Deposit Accounts, Equipment and General Intangibles, whether any of the foregoing is owned now or acquired later, as well as all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing. Customer hereby authorizes Seller to file any document, including a financing statement, necessary for Seller to perfect such security interest. All capitalized terms used in this paragraph not otherwise defined in these terms and conditions shall have the meanings given them in the California Uniform Commercial Code.
5. **Force Majeure.** Seller's obligations under the Transaction Document(s) will be excused if and to the extent that any delay or failure to perform such obligations is due to fire or other casualty, product or material shortages, strikes or labor disputes, transportation delays, change in business conditions (other than insignificant changes), acts of God or other causes beyond the reasonable control of Seller. Moreover, Seller shall not be liable for any loss or damage howsoever arising that may result from any of the foregoing causes.
6. **Waiver.** A waiver of any of the provisions of the Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver.
7. **Governing Law; Choice of Forum; Exclusive Jurisdiction.** The Agreement, and any dispute arising from the relationship between the parties to the Agreement, shall be governed by the laws of the State of California, exclusive of its choice of law provisions. Any litigation, arbitration, or other legal proceeding to construe or enforce the Agreement or otherwise to resolve any dispute that arises under or relates to the Agreement (whether in contract, tort, or both), shall be commenced and maintained in Sacramento County, California. Customer hereby consents to the exclusive personal jurisdiction and venue of the Superior Court located in Sacramento County, California, and agrees that process may be served on Customer anywhere in the world.
8. **Collection; Attorneys' Fees.** In any collection actions, including litigation, arbitration, or other legal proceeding by which one party either seeks to enforce its rights under the Agreement (whether in contract, tort or on any other theory relating to the sale of products under these Terms) or seeks a declaration of any rights or obligations under the Agreement, the prevailing party shall be entitled to reimbursement of all costs associated with such collection actions, including reasonable attorneys' fees, including but not limited to expert's fees, consultants' fees, and court costs, to resolve the dispute and to enforce the final judgment.
9. **Third Party Beneficiaries.** No provision of the Agreement is intended to confer any benefit upon any third party and no third party will have the right to enforce any of the provisions of the Agreement.
10. **Construction.** The Agreement will be interpreted without regard to any presumption against the party that was responsible for its drafting and in an even-handed manner rather than against the drafting party.
11. **Severability.** If any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
12. **Captions and Section Headings.** Captions and section headings are for convenience only, are not a part of the Agreement, and will not be used in construing it.
13. **Entire Agreement; Amendment; Conflict.** The Agreement constitutes the final agreement between the parties with regard to the purchase and sale of Seller's products to Customer and supersedes all prior understandings and agreements, oral or written, between the parties. No amendment or modification of the Agreement will be binding unless it is in writing and signed by both parties. Should any conflict or inconsistency arise between the terms of the Agreement and the terms of any document provided by Customer (such as a purchase order), the terms of the Agreement shall control.
14. **Succession.** The Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties.