

**2G ENGINEERING, LLC
CUSTOMER TERMS AND CONDITIONS**

The “Agreement” consists of the Quote provided by 2G and the Terms and Conditions set forth herein.

1. MODIFICATION OF TERMS. THE TERMS AND CONDITIONS IN THIS AGREEMENT SUPERSEDE ANY AND ALL TERMS INCLUDED IN CUSTOMER’S FORMS, INCLUDING WITHOUT LIMITATION CUSTOMER’S PURCHASE ORDER OR ACKNOWLEDGMENTS. ANY REFERENCE MADE IN THIS AGREEMENT TO ANY DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS INCORPORATING ANY TERMS CONTAINED IN SUCH DOCUMENT. 2G HEREBY REJECTS ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY CUSTOMER, WHETHER PRIOR TO OR AFTER THE DATE OF THIS AGREEMENT.

2. MATERIALS. All purchases are subject to these Terms and Conditions. 2G agrees to provide Customer with the parts or products (“Product”) set forth on the Quote, subject to these Terms and Conditions. Any performance tests required by this Agreement shall be conducted by the Customer within ninety (90) days of the date of initial operation or shipment of Product, whichever is earlier. In the event any required tests are not conducted, and results provided to 2G, by that deadline, the Product shall be deemed accepted by the Customer and in compliance with all contractual requirements. All costs of testing shall be at the Customer’s expense. All materials necessary for testing and adjusting of the Product are excluded from the price of the Product. 2G may invoice Customer for any costs incurred by 2G relating to the performance testing. Performance tests shall be conducted in accordance with 2G’s standard procedures, or such other basis mutually agreed in writing.

3. DELIVERY AND SHIPPING.

(a) The Delivery Date provided by 2G is an estimated delivery date based on the information available to 2G at the time of quotation. The Delivery Date is subject to change as a result of factors outside of 2G’s control, including but not limited to delay in receiving information or payment from Customer, delays caused by strikes, material shortages, weather, fire, transportation and receipt of parts from suppliers. 2G will not be liable for any damages due to delay in the performance of this Agreement, or in the delivery or shipment of Product.

(b) All goods shall be shipped FOB Origin from 2G’s facility. Customer shall be responsible for paying all freight and insurance charges, import/export fees, taxes and tariffs. Customer shall be responsible for all risks of loss, injury, and damage during shipping and delivery. If 2G notifies Customer that the Product is ready for shipping and Customer requests 2G to delay the shipment, Customer shall pay 2G the reasonable cost of storing the Product until shipment is requested by Customer.

4. PRICING. Prices are FOB Origin and do not include any federal, state, or municipal sales or use taxes. In the event sales or use taxes are due and owing on the Product, Customer shall be responsible for paying such taxes to 2G or the appropriate governmental authority, as applicable. Prices quoted by 2G will be honored for 30 days from the date of the Quote. 2G reserves the right at any time to withdraw the Quote prior to its acceptance by Customer.

5. PAYMENT. Unless otherwise agreed upon in writing, payment is due from Customer in U.S. Dollars within thirty (30) days after receipt of an invoice from 2G. 2G reserves the right to require full or partial prepayment before proceeding with the Customer’s order and/or delivery of the Product. 2G will submit invoices to Customer after the materials are delivered. Customer agrees that until all amounts due and owing under the Agreement have been paid in full, 2G shall retain title to the Product and further, hereby grants to 2G a security interest in the Product for that duration. 2G shall have the right to file a financing statement or other document as necessary to create and perfect an enforceable security interest in the Product.

Invoices not paid by the due date are subject to an interest charge of one and one half percent (1.5%) per month on the unpaid balance. Customer’s decision to delay shipping dates does not delay the date payments are due. 2G reserves the right to invoice for partial shipments and/or for finished goods being stored at 2G’s facility due to Customer’s delay in authorizing shipping, and to charge a reasonable storage fee if such goods are held more than fifteen (15) days after the original shipping date.

6. CANCELLATION. Orders may not be cancelled by Customer without 2G’s prior written consent. In the event 2G agrees to cancel an order, Customer shall pay a cancellation fee equal to the total costs incurred by 2G to the date of cancellation plus a 20% administrative charge.

7. LIMITED WARRANTY. The Product is warranted to be free from defects from material and workmanship for a period of twelve (12) months from date of shipment from 2G's facility (the "Warranty Period"), but only (a) when owned by original Customer, and (b) when under use within design limitations for which it was intended, and (c) when the Product has been properly operated by competent operating personnel under appropriate conditions. 2G's obligation under this warranty is limited to repairing or replacing, at 2G's option, any part found to be defective provided that such defect is reported to 2G within the Warranty Period, and such part is, upon request, returned to 2G's factory at 2G's expense. This warranty does not cover parts damaged by decomposition from chemical action or wear caused by abrasive materials nor does it cover damage resulting from misuse, accident or neglect or from improper operation, maintenance, installation, modification, or adjustment. This warranty does not cover a Product repaired or modified by Customer or its agents, subcontractors, or employees, or a Product repaired outside 2G's factory, in such a way as to adversely affect the performance thereof. Parts incorporated into the Product, but not manufactured by 2G, are not warranted by 2G and are only covered by any manufacturer's warranty that may have been provided on the parts.

THE WARRANTY PROVIDED IN THIS SECTION 7 IS CUSTOMER'S EXCLUSIVE REMEDY AND IS PROVIDED IN LIEU OF ALL OTHER REMEDIES. 2G DOES NOT PROVIDE, AND HEREBY DISCLAIMS, ALL OTHER WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF 2G WITH RESPECT TO FITNESS, MERCHANTABILITY, AND CONSEQUENTIAL DAMAGES), EXCEPT THOSE EXPRESSLY STATED IN THE PRECEDING PARAGRAPH. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED, EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY 2G AND CUSTOMER.

8. INTELLECTUAL PROPERTY. Unless the Customer provided the drawings and specifications for the design of the Product, in which case this Section shall not apply, 2G retains all ownership to the intellectual property rights, including patents and copyrights, relating to the design and manufacture of the Product. If Customer is sued for alleged patent infringement relating to the Product and notifies 2G of such lawsuit with reasonable promptness, 2G will, at 2G's sole option, proceed with one or more of the following alternatives: (a) defend the lawsuit at 2G's expense; (b) obtain at 2G's expense a license for the Customer to continue use of the Product; (c) modify or replace the Product so as to make it substantially equal, but non-infringing; or (d) refund the purchase price, less depreciation (10% per year) and remove the Product from Customer. The remedies in this Section are 2G's entire liability to Customer for patent infringement based on the possession and use of such Product, it being understood and agreed that such obligations of 2G do not extend to, and are not applicable in the case of, any patent infringement claims directed to a method or process used by Customer and not contemplated by the nature of the Product. Customer agrees not to duplicate the Product in whole or in part, nor permit others to do so, without the express written consent of 2G.

9. LIMITATIONS. 2G's liability under this Agreement is limited to the original Customer. Any attempted assignment by Customer of its rights without 2G's consent shall be null and void. **IN NO EVENT SHALL 2G BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) DELAYS IN DELIVERY, (B) 2G'S PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS CONTRACT, (C) DEFECTS IN THE PRODUCT OR ITS FAILURE TO PERFORM PROPERLY OR NON-CONFORMANCE WITH DRAWINGS OR SPECIFICATIONS, OR (D) THE OPERATION, USE, INSTALLATION, REPAIR, OR REPLACEMENT OF THE PRODUCT. THE REMEDIES PROVIDED UNDER THIS SECTION SHALL BE CUSTOMER'S EXCLUSIVE REMEDIES. 2G'S TOTAL LIABILITY TO CUSTOMER, FOR ALL CLAIMS ARISING FROM OR RELATING TO THE PRODUCT, REGARDLESS OF THE REASON OR TYPE OF CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT.**

10. CONFIDENTIALITY. The calculations, designs, specifications, ideas, financial and pricing information, and other business information associated with the Product or disclosed to Customer by 2G are the exclusive property of 2G and are disclosed in confidence to Customer solely for the purpose of this Agreement. Customer agrees that all such information disclosed by 2G shall be treated as confidential and Customer shall take reasonable action to protect such information from disclosure to a third party. Customer shall not use or disclose any confidential information provided by 2G for a period of two (2) years after the date of this Agreement, or for as long as such information constitutes a trade secret under the Uniform Trade Secrets Act, whichever is greater.

11. INDEMNITY. Customer hereby agrees to indemnify, defend and hold harmless 2G and its owners, officers, directors and employees, from and against all claims, losses, costs and expenses (including reasonable attorneys fees) (collectively, "Claims")

which 2G becomes legally obligated to pay because of bodily injury or property damage caused by or related to the installation, maintenance, use or misuse of the Product, except to the extent such Claims are the result of the negligence of 2G or its employees, agents, or representatives.

12. DISPUTE RESOLUTION. Customer agrees that prior to commencing any legal action against 2G, Customer shall give written notice to 2G of its intention to do so, and within thirty (30) days from the date 2G receives such notice, management representatives of both companies shall meet at 2G's facility to attempt to resolve the issues in dispute.

13. CHOICE OF LAW; JURISDICTION. This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be governed by the laws of the State of Wisconsin, USA. Any claim relating to or arising from the Product or this Agreement, shall be brought in the state or federal court located in Dane County, Wisconsin, and both parties hereby submit to the jurisdiction of such courts.

14. BINDING EFFECT. This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.

15. ATTORNEY FEES. In the event 2G deems it necessary to take legal action against Customer upon any claim arising from this Agreement, 2G shall be entitled to recover from Customer, all of 2G's reasonable attorney fees and costs incurred in connection with such action.

16. WAIVER. No waiver of any breach of any term of this Agreement shall constitute a waiver of any other breach.

17. SEVERABILITY. All of the paragraphs included in this Agreement are severable. If any paragraph is rendered invalid or unenforceable by local, state, or federal law, or declared null and void by any court of competent jurisdiction, the remaining paragraphs will carry through in full force and effect.

18. MISCELLANEOUS. The persons signing below represent that he/she has the authority to bind his/her party to the terms and conditions in this Agreement. This Agreement may be signed in counterparts, which shall together constitute one valid and binding contract. Delivery of an executed copy of this Agreement by facsimile or e-mail shall be legal and binding. This Agreement may only be modified by a written document signed by the authorized representatives of both parties.

2G ENGINEERING, LLC

CUSTOMER: _____

By: _____

By: _____

Name: _____

Name: _____

Date: _____

Date: _____