

ORDER & INVOICE TERMS AND CONDITIONS

All orders and invoices ("Invoice Agreement") issued by 137 Industries, Inc. ("Seller") are made expressly subject to these additional terms and conditions.

This Invoice Agreement is between the Seller and the buyer listed on the front of the Invoice Agreement ("Buyer"). The Invoice Agreement constitutes Seller's offer to Buyer to supply named products ("Purchased Products") and is a binding contract on the terms and conditions set forth herein when it is accepted by Buyer or on commencement of performance hereunder. No condition stated by Buyer in accepting or acknowledging this Invoice Agreement shall be binding upon Seller if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by Seller's written approval. Any additional or different terms proposed by Buyer are objected to and rejected unless expressly assented to in writing by Seller.

No revisions to the Invoice Agreement shall be valid unless in writing and signed by an authorized representative of the Seller.

1. ACCEPTANCE.

By payment of the Purchase Price and/or shipping the Purchased Products specified in the Invoice Agreement, Buyer accepts the Invoice Agreement and agrees to be bound by the terms and conditions provided herein.

2. TIMELY PERFORMANCE

Buyer acknowledges and agrees that time is of the essence in the delivery of the goods or completion of the services within the time frame mutually agreed upon by Buyer and Seller, is vital to the interest of Seller, and that failure to complete the terms within such timeframe constitutes a breach of this Invoice Agreement.

3. CHANGES

Seller reserves the right at any time prior to shipment to make a change as to the schedule of delivery.

4. CANCELLATION

Prior to the original Invoice delivery date, Buyer may cancel for any reason subject to a ten percent (10%) restocking fee that will be deducted from any amounts refunded due to cancellation by Buyer. Cancellation after the original Invoice delivery date is not allowed. Seller reserves the right to cancel for any reason permitted by the Uniform Commercial Code then in effect in the State of California.

5. DELIVERY

Seller shall deliver the goods to Buyer FOB Seller's dock no later than by the dates specified in the Invoice unless extended by Seller.

6. INSPECTION AND REJECTION

All goods are subject to final inspection and acceptance by Buyer at the delivery destination notwithstanding any payment. Such inspection will be made within a reasonable time not to exceed three (3) business days after receipt of goods.

Buyer shall notify Seller if any goods delivered hereunder are rejected, and at Buyer's election and Buyer's risk and expense, such goods shall be returned to Seller. Seller may, at Seller's sole option, provide replacement or correction of nonconforming goods upon notice to Buyer.

7. INVOICING

Invoices shall be delivered immediately upon receipt of the Invoice to the address or email shown on the face of the Invoice and including an "attention to" line indicating the Seller's primary business contact at Buyer.

8. PAYMENT

Payment in full is due at the time of Invoice for the amount stated on the Invoice. **Deposits are non-refundable** and additional payment may be refunded subject to the restocking fee set forth in Section 4 in the event of a timely cancellation by Buyer.

9. DISPUTED CHARGES

Any disputed charge must be received by Seller from Buyer within three (3) days of receipt of the Invoice.

10. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that: (a) Seller owns all rights, title and interest in the products and services and has legal authority to sell, license or otherwise transfer the right to use or sell such items to the Buyer; (b) the product and service covered under the Purchase Order are of good and merchantable quality and free from defects in design, material and workmanship, are safe and conform to applicable specifications, drawings, samples, descriptions and associated documentation provided to the Buyer in writing; (c) the product, and the production and sale thereof, and all warranties, guarantees, representations by Seller made or authorized to be made in

connection therewith are in all respects in compliance with all applicable international, federal, state, local laws, rules and regulations.; and (d) the written warranty provided to Buyer as part of the sale of the Product is the full and final warranty for any Products sold to Buyer. Any modification of the Products shall result in any Seller warranty being void and non-enforceable by Buyer.

11. COMPLIANCE WITH LAWS

Seller represents and warrants that no law, regulation or ordinance of the United States, or any state or governmental authority or agency has been violated in the manufacture, procurement, transporting or sale of any of the deliverables furnished, work performed or rendered pursuant to this Invoice Agreement.

12. INDEMNIFICATION

Buyer shall assume entire responsibility for and shall defend, indemnify and hold Seller, and its owners, directors, officers, employees and agents (collectively, the "Indemnitees") harmless against any and all losses, liabilities, claims, costs and expenses arising directly or indirectly out of or in connection with the use, regardless if used for the intended purpose or not, of the Products purchased pursuant to this Invoice Agreement arising from, but not limited to: injury to Buyer, any person in the employment of the Buyer or any Buyer subcontractors; loss of or damage to the property of Buyer, any Buyer employee or subcontractor and any of their respective personnel whatsoever and howsoever arising; or injury, dismemberment, death of Buyer, any Buyer employee, Buyer subcontractor, or other person. Buyer acknowledges and agrees that use of the Products may be inherently dangerous and accepts full and complete responsibility for all actions and events surrounding the use of the Products. The provisions of this paragraph "Indemnification" shall survive the termination of the Invoice Agreement or Limited Warranty for whatever reason or no reason.

13. CONFIDENTIALITY & INTELLECTUAL PROPERTY

Buyer acknowledges that it is, may be or will be privy to Seller Confidential Information. Buyer agrees it will use the Confidential Information only in the furtherance use of the Products purchased under the Invoice Agreement and shall not transfer or otherwise disclose the Confidential Information to any third party except with written authorization from an officer of Seller. Buyer shall not gain any right, title, or ownership in any of the Seller's intellectual property, including but not limited to patents, trademarks, or trade secrets by the purchase and use of the Products.

14. DISPUTE RESOLUTION

All claims or disputes arising under this Invoice Agreement shall be settled in binding arbitration located in Shasta County, California. All parties hereto hereby irrevocably submit to the exclusive venue & jurisdiction of Shasta County, California, with respect to any legal action or proceeding arising out of or relating to this Invoice Agreement or any of the transactions contemplated hereby and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action or proceeding related thereto may be heard and determined in such binding arbitration. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such action or proceeding brought in such court or any defense of inconvenient forum for the maintenance of such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any manner provided by law. The prevailing party shall be entitled to recover all expenses, costs (including expert witness fees), and attorney's fees.

15. ASSIGNMENT

No assignment of any rights or delegation of any duties under this order shall be binding upon Seller until its written consent has been obtained.

16. HEADINGS

The headings contained in the Invoice and this Invoice Agreement are for convenience of reference only and are not intended to have any substantive significance in interpreting this Invoice Agreement.

17. FORCE MAJEURE

Both parties shall be relieved from any and all liability under or in connection with this Invoice Agreement to the extent that such liability arises from any failure to perform any of its obligations under or in connection with this Invoice Agreement has been caused or contributed to by a force majeure event or circumstance including acts of God, war, hostilities (whether war be declared or not), civil disturbance, government action, strikes, lock-outs, or labor disputes, computer virus, or any other event or circumstance or cause whatsoever beyond the reasonable control of the party.

18. SEVERABILITY AND INDIVIDUAL PROVISIONS

If any term, condition, or provision of this Invoice Agreement is for any reason declared or found to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable, it shall be severed and deemed to be deleted from this Invoice Agreement and the validity and enforceability of the remainder of this Invoice Agreement shall not be affected or impaired thereby the remaining terms shall remain in full force and effect.

19. WAIVER OF FAILURE TO ENFORCE A PROVISION

Failure by either party at any time to enforce any provision of this Invoice Agreement against the other shall not be construed as a waiver of such entitlement and shall not affect the validity of this Invoice Agreement or any part or parts hereof or the right of the relevant party to enforce any provision in accordance with its terms. The rights and/or remedies of either party may only be waived by formal written waiver which is signed by a duly authorized representative of the party waiving its rights and which makes express and unequivocal reference to the waiver being made.

20. APPLICABLE LAW.

This Invoice Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts-of-law principles.

Effective Date: July 1, 2022

137 Industries, Inc.