



**CONTRACT FOR THE SALE OF GOODS
COMMERCIAL**

Seller and Buyer agree as follows:

1. Sale and Purchase. Upon receipt of orders and/or Order Acknowledgements, Seller agrees to sell, transfer and deliver and Buyer agrees to purchase and accept the Seller's goods, services and products (collectively, the "Goods") in the quantities and at the prices stated in invoices issued by Seller and upon the terms and conditions hereinafter stated. The Buyer shall pay all taxes and third-party expenses imposed on, in connection with, or measured by the transaction contemplated by this Agreement in addition to the prices set forth on invoices.

2. Invoices; Payment. Unless otherwise specified below or otherwise communicated to Buyer by Seller in writing, the Goods must be prepaid by Buyer on or before the delivery or shipment of the Goods unless, due to the circumstances of the order, Seller informs Buyer that the Goods are required to be prepaid in advance of placement of purchase order. If, following the sale, Buyer's payment check is returned or credit card payment is debited from Seller's account for any reason or payment is not made as stated above for any other reason, Buyer shall pay Seller a service charge of \$50.00 plus any fees charged to Seller as a result of such return or debit, and delinquency charge of the lesser of (i) 1 ½ % per month and (ii) the highest rate allowed under applicable law on all overdue amounts until the amounts are paid. At Seller's option, for all accounts not paid in full as set forth above, Seller reserves the right to require payment by cash, certified check or wire transfer for additional Goods, and at Seller's option, Buyer's purchase rights and privileges to purchase Goods from the Seller may be suspended until satisfactory payment arrangements are reestablished as determined by Seller in its discretion.

3. Term. The term of this Agreement will be for a period of two (2) years from the date hereof, subject to automatic renewal, unless earlier terminated upon ninety (90) days notice of either party. The Buyer further agree that this Agreement may be terminated by Seller at any time, upon written notice to the Buyer at the addresses shown above or to such different address as either party may designate from time to time as provided in Section 16 hereof.

4. Delivery; Title; and Risk of Loss. The Seller shall deliver the Goods FOB Origin, and title to and risk of loss of the Goods will pass to the Buyer upon such delivery by the Seller. Any stated delivery dates are approximate. The Seller will not be liable for any losses, damages, penalties, or expenses for failure to meet any delivery date. Customer agrees to take delivery of the Goods within five (5) days of notification to Buyer by Seller.

5. Disclaimer of Warranty; Due Diligence. The Goods are being sold "as is," and the Seller disclaims all warranties of quality, whether express or implied, including the warranties of merchantability and fitness for particular purpose. The Buyer acknowledges that it has not been induced by any statements or representations of any person with respect to the quality or condition of the Goods and that no such statements or representations have been made. The Buyer acknowledges that it has relied solely on the investigations, examinations, and inspections as the Buyer has chosen to make and

that the Seller has afforded the Buyer the opportunity for full and complete investigations, examinations, and inspections.

6. Limitation of Liability. The Seller will not be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Seller has been advised of the possibility of any such damage. In no event will the Seller's liability exceed the price the Buyer paid to the Seller for the specific Goods provided by the Seller giving rise to the claim or cause of action.

7. Limitation of Actions. No action arising out of or relating to this Agreement or the transactions it contemplates may be commenced against the Seller more than 12 months after the basis for such claim could reasonably have been discovered.

8. Security Interest. The Buyer hereby grants to the Seller a security interest in the Goods sold to the Buyer under this Agreement and any proceeds therefrom (including accounts receivable), until payment in full for the Goods has been received by the Seller. The Buyer shall sign and deliver to the Seller any document to perfect this security interest that the Seller reasonably requests. Seller, or any assignee or agent of Seller, is authorized to file, at the expense of Buyer, one or more Uniform Commercial Code financing Statements without signature of Buyer or signed by Seller or any assignee or agent of Seller for Buyer

9. Governing Law and Designation of Forum. (a) The laws of the State of New Hampshire (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance), and enforcement. b) A party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement or the transactions it contemplates must bring the legal action or proceeding in any state court of the State of New Hampshire sitting in Concord, NH or Federal Court in the State of New Hampshire sitting in Concord, NH. Each

party to this Agreement consents to the exclusive jurisdiction of the state and federal courts of the State of New Hampshire sitting in Concord, NH and its

appellate courts, for the purpose of all legal actions and proceedings arising out of or relating to this Agreement or the transactions it contemplates.

10. Force Majeure. The Seller will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control, including but not limited to delays in deliver of products to Seller, pandemics, war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, explosion, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding Seller from performing its respective obligations under the contract.

11. Assignment; Delegation. The Buyer may not assign any of its rights under this Agreement or delegate any performance under this Agreement, except with the prior written consent of the Seller. Any

purported assignment of rights or delegation of performance in violation of this section is void.

12. Recovery of Expenses. In any adversarial proceedings between the parties arising out of this Agreement or the transactions it contemplates, Seller will be entitled to recover from Buyer, in addition to any other relief awarded, all expenses that Seller incurs, including legal fees, court costs and expenses.

13. Indemnification. To the fullest extent permitted by law, the Buyer shall protect, defend, indemnify and hold harmless Seller and their directors, officers, members, shareholders, agents, customers, contractors and employees (collectively herein the "Indemnified Parties") from and against all liability, loss, claims, demands, damages, suits, costs, fees, fines, penalties or sanctions, expenses and/or causes of action including, without limitation, reasonable fees and expenses of attorneys, court costs, expert witnesses and other consultants (collectively herein "Claims") by whomsoever brought, including without limitation any claim by any employee or agent of Buyer or its contractor(s), subcontractor(s), employees or vendors, or allegation arising out of, or in any way relating to the Goods, the use of the Goods (including without limitation any modification, alteration or remanufacturing of the Goods), or the performance of Buyer's obligations under this Agreement (but excepting the sole negligence of the Indemnified Parties) as a result of bodily injury to, or sickness or death of any person, or property damage or destruction of property (including loss of use). Claims which arise out of or from the performance of the obligations under this Agreement shall include, without limitation claims (a) which arise from Buyer's breach of the terms of this Agreement, (b) which may arise out of, in connection with or as a consequence of Buyer's or its contractor(s), subcontractor(s), vendor(s) or employee(s) use of the Goods, delivery of any Goods associated herewith, and any related work or operations of Buyer, its contractor(s), subcontractor(s), vendor(s) or employee(s) and/or (c) which may arise out of Buyer's or its contractor(s), subcontractor(s), employee(s) acts or omissions or the acts or omissions of its contractor(s), subcontractor(s), vendor(s) or employee(s) whether from negligence or otherwise. With respect to the indemnification provided herein, neither termination of this Agreement nor completion of the Seller's performance of its obligation under this Agreement shall release the Buyer and/or its contractor(s), subcontractor(s), employee(s) from such indemnity herein provided. Such indemnity shall not be construed to negate, break, or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist to any party or person described in this paragraph. The indemnification obligation of Buyer hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer under Worker's Compensation Acts, disability benefit acts or other employee benefit acts and Buyer waives any defenses raised by statutory employer immunity under such acts.

14. Entire Agreement. This Agreement, including all documents referenced herein, contains the entire agreement of the Parties with regard to the subject matter hereof and supersedes any prior

communications, commitments, agreements, representations or warranty relating to the subject matter hereof. No modification of this Agreement shall be of any force or effect unless reduced to a writing which specifically references this Agreement and is signed by the Parties claimed to be bound thereby, and no modification shall be effected by any invoice, purchase order forms, acknowledgment forms, shipping documents, or other documents containing terms or conditions at variance with or in addition to those set forth in this Agreement.

15. Amendments. No amendment to this Agreement will be effective unless it is in writing and signed by both parties.

16. General. (a) The relationship of Buyer and Seller is that of independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on the other's behalf or to represent itself as the other's agent or in any way which might result in confusion as to the fact that the parties are separate and distinct entities. (e) If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. (g) Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of that provision or of the right to enforce it in the future. (h) Any notices provided under this Agreement shall be deemed given, three (3) days after sent by a national overnight delivery service or express mail and immediately after personal delivery or transmission by facsimile to the other party at the addresses shown above or to such different address as either party may designate from time to time.

17. Effectiveness; Date. This Agreement will become effective when both parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.

18. Termination. Seller may terminate this Agreement, without liability to Buyer for the following reasons: (a) issuance of an order of a court or public or governmental official or agency which requires Seller to stop work; (b) an act of government which require Seller to stop work; (c) the Buyer has failed to make payment to the Seller or Buyer otherwise breaches this Agreement; (d) the receivership, bankruptcy, suspension of business, dissolution, death of the owner or partners, or substantial change in ownership of Buyer, and (d) if through no act or fault of the Seller, Seller is unable to deliver the Goods to Buyer within 90 days from the date of the Order or Order Acknowledgement. If for any reason this Agreement is terminated for one or more of the reasons set forth in this Agreement or if this Agreement is determined by a court having jurisdiction to be unenforceable for any reason, Seller shall be entitled to recover from Buyer payment for work performed or executed hereunder, for any loss with respect to materials purchased, and reasonable overhead, profit and damages.

19. Counterparts; Electronic Signatures. This Agreement may be signed in one or more counterparts, which together will form a single agreement. This Agreement may be signed electronically.