

MTN PRODUCTS INC. TERMS AND CONDITIONS

1. **AGREEMENT:** All purchases from MTN Products Inc. ("Seller") shall be deemed to be made in accordance with the terms stated in this agreement. Buyer agrees to be bound by this agreement and any product's warranty as referred to below.
2. **RETURNS:** All returns must have a return authorization number in advance and must be made no later than 90 days after invoice date. All returns are subject to a 25% restocking charge, if merchandise is returned and is determined not to be defective. Credit for returned merchandise will only be issued after merchandise is inspected and approved by MTN Products. Costs for shipping and handling of returned merchandise that is not defective will be the customer's responsibility.
3. **INTEREST:** Interest shall accrue on any past due obligation at the rate of 1.5% per month.
4. **DELIVERY:** Shipment will be made in accordance with instructions issued by seller. Upon delivery of goods, buyer assumes all risk of loss and all damage resulting from any cause whatsoever. Any shipment or delivery dates are approximate only and are not guaranteed.
5. **DISCLAIMER OF EXPRESS WARRANTIES:** Any and all goods sold by seller are purchased by the buyer "as is" and without warranty unless a separate written limited warranty was provided by seller for a specific product. More information on the limited warranty of a specific product may be found at www.mtnproducts.com. If any model or sample were shown to buyer, such model or sample was used merely to illustrate the general type and quality of the goods, and not to represent that the goods would necessarily conform to such model or sample.
6. **DISCLAIMER OF IMPLIED WARRANTIES:** SELLER DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY OTHER THAN THE WARRANTY OF TITLE.
7. **NOTICE TO CONSUMER:** Buyer agrees to communicate all of Seller's disclaimers and limitations of warranty, and make no further representations regarding Seller's products, to the consumer and other customers of Buyer.
8. **INCONSISTENT TERMS AND CONDITIONS:** Any term or condition inconsistent with those stated herein which may appear on any written document, purchase order, or other like instrument, shall be void and shall be superseded by the terms and conditions set forth herein.
9. **ATTORNEY'S FEES:** In the event any dispute arises out of this agreement or the matters referenced herein the prevailing party thereto shall receive in addition to any other recovery his/its reasonable attorneys' fees and costs.
10. **APPLICABLE LAW-VENUE:** This agreement is entered into at seller's principle place of business located at 1770 Brackett St., La Verne, CA 91750. This agreement shall be construed in accordance with, and be governed by, the laws of the State of California without regard to conflicts of law's provisions. Any and all disputes arising out of or related to this agreement or its breach shall be resolved exclusively in the Los Angeles Superior Court or the United States District Court for the Central District of California and each party hereby submits exclusively to the jurisdiction and venue of these courts.
11. **TIME:** Time is of the essence with respect to the Guarantor's performance of this agreement.
12. **MERGER:** This agreement constitutes a single, integrated written contract expressing the entire agreement the parties hereto relative to the subject matter hereof. Except as set forth herein, no covenants, agreements, or representations of any kind whatsoever has been made by any party hereto. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this agreement.
13. **MODIFICATION:** This agreement can only be modified in a writing signed by each party to this agreement.

BUYER'S SIGNATURE ATTESTS TO THEIR FINANCIAL RESPONSIBILITY FOR THE PURCHASE OF PRODUCTS HEREUNDER AND THAT THE INFORMATION AND STATEMENTS CONTAINED IN THE ATTACHED APPLICATION ARE TRUE AND COMPLETE AND ARE MADE FOR THE PURPOSE OF INDUCING MTN PRODUCTS, INC. TO ESTABLISH AN OPEN LINE OF CREDIT.

BUYER'S SIGNATURE ALSO AUTHORIZES MTN TO OBTAIN ANY AND ALL INFORMATION AND AUTHORIZES BUYER'S CREDIT AND BANK REFERENCES TO RELEASE ANY AND ALL INFORMATION THAT MAY BE REQUIRED FOR THE PURPOSE OF A CREDIT TRANSACTION. MTN PRODUCTS, INC. SHALL TREAT ALL INFORMATION CONTAINED OR RECEIVED IN CONNECTION WITH THE ATTACHED CREDIT APPLICATION AS CONFIDENTIAL AND FOR INTERNAL USE ONLY.

SIGNATURE ("Buyer")

Company

PRINT NAME & TITLE

DATE

