

CageCo Inc.

TERMS AND CONDITIONS OF SALE

1. **APPLICABILITY.** These CageCo Inc Terms and Conditions of Sale ("**Terms**") apply to the purchase of products and ancillary services (collectively the "**Products**") by seller ("**Seller**") and the buyer ("**Buyer**"), each of which is identified in the accompanying quotation, credit application, proposal, order acknowledgement, or invoice (the "**Sales Confirmation**"). These Terms and the Sales Confirmation comprise the entire agreement between the parties (collectively, the "**Agreement**"). Buyer accepts these Terms by signing and returning Seller's quotation, by sending a purchase order in response to the quotation, or by Buyer's instructions to Seller to ship the Product. No terms, conditions or warranties other than those identified in the quotation and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions whether contained in Buyer's purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller's authorized representative. Buyer is hereby notified of Seller's express rejection of any terms inconsistent with this Agreement or to any other terms proposed by Buyer in accepting Seller's quotation. Neither Seller's subsequent lack of objection to any terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any terms.

2. **CANCELLATION/REFUNDS/RETURNS.** All sales are final and not refundable. Shipping and delivery fees are not refundable. Buyers are responsible for all return shipping and freight fees. Shipping dates are not guaranteed.

3. **PRICE.** Prices on accepted orders are firm for a period of 30 days from date of acceptance. All stated prices are exclusive of any taxes, sales tax, delivery fees, freight charges, other handling fees, duties, and levies, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement (collectively, "Taxes"). Any Taxes related to the Products purchased pursuant to this Agreement are the responsibility of Buyer (excluding taxes based on Seller's net income), unless Buyer presents an exemption certificate acceptable to Seller and the applicable taxing authorities. If possible, Seller will bill Taxes as a separate item on the invoice presented to Buyer. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will pay Seller the amount of the Tax and any penalties and interest related thereto.

4. **PAYMENT.** Unless otherwise set forth in the Sales Confirmation, Buyer will pay all invoiced amounts on the date of Seller's invoice. Unpaid amounts will accrue interest at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Seller's reasonable costs of collection. Seller reserves all other rights granted to a seller under the Uniform Commercial Code ("UCC") for Buyer's failure to pay for the Products or any other breach by Buyer of these Terms. In addition to all other remedies available to Seller (which Seller does not waive by the exercise of any rights hereunder), Seller may suspend the delivery of any Products if Buyer fails to pay any amounts when due. Buyer

may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Seller, regardless of whether relating to Seller's breach, bankruptcy, or otherwise.

5. **DELIVERY**; SHIPPING. (a) Seller will deliver the Products within a reasonable time after receiving Buyer's purchase order, subject to their availability. The delivery date provided by Seller for the Products is only an estimate and is based upon prompt receipt of all necessary information from Buyer. If Buyer causes Seller to delay shipment or completion of the Products, Seller will be entitled to any and all extra costs and expenses resulting from the delay including but limited to additional shipping and delivery fees. Seller will not be liable for any delays, loss, or damage in transit, and failure to deliver within the time estimated will not be a material breach of contract on Seller's part.

(b) Unless otherwise agreed in writing by the parties, Seller will deliver to the location specified in the Sales Confirmation (the "Delivery Location"), using Seller's standard methods for packaging and shipping same. Buyer will take delivery of the Products and acknowledge that the Products have been delivered to the Delivery Location. If Buyer fails to take delivery of the Products upon the designated delivery date, the Buyer will pay Seller for the Products and all storage expenses incurred by Seller. Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Buyer is responsible for obtaining any import licenses and other consents required for a Product shipment at its own expense, and will provide the licenses and consents to the Seller before shipment.

(c) The quantity of any installment of the Products, as recorded by Seller on the dispatch from Seller's place of business, is conclusive evidence of the quantity received by Buyer upon delivery, unless Buyer provides conclusive evidence to the contrary. Seller will not be liable for any non-delivery of the Products to the Delivery Location, unless Buyer gives written notice to Seller of the non-delivery within five (5) days following the date that Buyer would, in the ordinary course of business, have received the Products. Seller's liability for any non-delivery of the Products will be limited to replacing the Products within a reasonable time or adjusting the invoice for the Products to reflect the actual quantity delivered.

6. **TITLE**; RISK OF LOSS. (a) Risk of loss or damage passes to Buyer passes upon delivery to the carrier. If Buyer fails to accept delivery of any of the Products on the date set forth in Seller's notice that Seller's delivery carrier is attempting to deliver the Products to the Delivery Location, or if Seller is unable to deliver the Products to the Delivery Location on the date because Buyer has failed to provide appropriate instructions, documents, licenses, or authorizations, then: (i) risk of loss to the Products will pass to Buyer; (ii) the Products will be deemed to have been delivered to Buyer; and (iii) Seller, at its option, may store the Products until Buyer takes possession of them, at which time Buyer will be liable for all costs and expenses resulting from the failure (including but not limited to the cost of storage and insurance)..

7. **INSPECTION**; REJECTION OF PRODUCTS. (a) As used in this Section 7, "Nonconforming Products" means only the following: (i) the items shipped are different from those identified in Buyer's purchase order; or (ii) the labels or packaging of the

items incorrectly identifies them. Buyer will inspect the Products upon receipt of shipment and/or delivery, thereof (the "Inspection Period"). The Products will be deemed accepted at the end of the Inspection Period unless Buyer notifies shipping and/or delivery carrier at the time of delivery, and Seller in writing, of any Nonconforming Products and furnishes Seller with written evidence or other documentation reasonably required by Seller.

(b) If Buyer timely and properly notifies Seller of any Nonconforming Products, then Seller will, in its sole discretion, (i) replace the Nonconforming Products with conforming Products or (ii) credit or refund the purchase price for the Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer. At Seller's request, Buyer will dispose of the Nonconforming Products or return the Nonconforming Products to Seller at Seller's expense. Upon receipt of the Nonconforming Products, Seller will promptly refund the monies owed or ship the replacement Products to the Delivery Location at Seller's expense, with Seller retaining the risk of loss until delivery.

(c) Buyer acknowledges and agrees that the remedies set forth in this Section 7 are Buyer's exclusive remedies for the delivery of Nonconforming Products, and except as set forth in this Section 7, Buyer has no right to return the Products to Seller without Seller's written authorization.

8. GENERAL LIMITED WARRANTY of CageCo Inc: Disclaimer and limitation of liabilities and remedies - CageCo Inc warrants to the original purchaser for a period of ONE (1) year from date purchased that the products are free from defects in materials and workmanship. The foregoing warranty is exclusive and in lieu of all other express or implied warranties, guarantees, agreements, conditions or representations made by any person with respect to the products covered by this offer; including any implied warranty of merchantability or fitness for a particular purpose which are hereby specifically disclaimed. In no case will CageCo Inc be liable for any direct, indirect, special, incidental or consequential damages resulting from a breach of warranty or any other cause including, but not limited to, loss of use of the product, loss of time, inconvenience, injury, loss or damage to person or property, commercial loss, loss of profits, penalties or liquidated damages, liabilities of purchaser to its customers or third persons or other matters not specifically stated, whether based on contract, tort or any other legal theory. Purchaser must give written notice to CageCo Inc of any alleged defects in material or workmanship of warranted products within ten (10) calendar days of the date when any defects are first manifested. Upon such notice and if the products are found by CageCo Inc to be defective, THE SOLE RESPONSIBILITY OF CageCo Inc UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE, AT ITS OPTION, DEFECTS IN THE MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD F.O.B. at the CageCo Inc fabrication facility. In no event shall CageCo Inc be liable for consequential or special damages, or for transportation, installation, adjustment or other expenses which may arise in connection with such defective products. Any action resulting from any breach on the part of seller as to the products delivered hereunder must be commenced within one (1) year after the cause of action has occurred. In order for this warranty to cover the damage(s), the item must be to the extent of rendering the product unusable.

LIMITATIONS OF COVERAGE for CageCo Inc : Any and all liabilities and obligations for consequential and incidental damages, including, but not limited to, damages for injuries to persons or to property, cost of substitute equipment, costs to remove or reinstall product, or any product transportation costs to and from factory during replacement or repair of product, or breach of contract, or breach of implied covenant of good faith and dealing, or for loss of use or time or revenues or profits, are expressly excluded from this warranty. The liability of CageCo Inc under this warranty, or for any loss or damage arising out of, or connected with, the design, application, sale or use of the product, including the paint coating, whether the claim is based on contract or negligence, shall not exceed the price allocable to the value of the original factory applied paint coating which gives rise to the claim and upon expiration of the Warranty Period all such liability, stated or implied, shall terminate. The above Warranty is exclusive and in lieu of all other warranties whether written, oral, express or implied as shall constitute the sole and exclusive remedy of the Purchaser and liability of CageCo Inc.

EXCLUSIONS: In addition to limitations and exclusions set forth in other provisions of the warranty, this Warranty shall not apply to areas of factory fabrication or coating problems, which have resulted from damage during shipment, improper storage, construction or placement in surface(s), from physical or mechanical abuse, or from falling objects, or external forces, or from failure to perform the normal maintenance, normal wear and tear, non-factory fabrication welding, non-factory modifications or alterations, cosmetic defects, accident, abuse, mishandling, negligence, theft, conditions demonstrating animal escapement and/or damage, misuse, misapplication, extreme environmental conditions, lack of compliance with assembly instructions, any acts war (foreign and/or domestic), riots, civil disturbance, defacing, vandalism, fire, explosion, catastrophe, acts of terrorism, natural disaster, or other acts of God, any event or service beyond reasonable terms of usage, or surface areas which because of their physical shape, characteristics or configurations, present special coverage difficulties or any other such occurrences beyond the control of CageCo Inc.

9. INDEMNIFICATION. (a) Buyer will defend, indemnify, and hold harmless Seller and its parent company, their respective subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost, fees (including import and export customs fees), or expense (including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) ("Claims") arising out of or occurring in connection with the negligence or willful misconduct of Buyer or its employees or agents, including but not limited to: (i) any misuse or modification of the Products by Buyer or its employees or agents, (ii) any act (or failure to act) by Buyer or its employees or agents in contravention of any safety procedures or instructions that Seller provides to Buyer or its employees or agents, or (iii) the failure to store, install, operate, or maintain the Products in accordance with the Instructions.

(b) Seller will defend, indemnify, and hold harmless Buyer and its subsidiaries, affiliates, successors, and assigns and their respective directors, officers, shareholders, and employees from and against any Claims arising out of or occurring in connection with the negligence or willful misconduct of Seller or its employees or agents.

10. **INFRINGEMENT.** (a) Seller will defend, at its own expense, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the Products infringe any U.S. patents or copyrights, or misappropriate any trade secrets, of a third party. Seller will pay those costs and damages finally awarded against Buyer in any the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action.

(b) The foregoing obligations are conditioned on Buyer (i) notifying Seller promptly in writing of the action, (ii) making no admission of liability and giving Seller sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at Seller's request and expense, assisting in the defense.

(c) If the Products become, or in Seller's opinion are likely to become, the subject of an infringement claim, Seller may, at its option and expense, either (i) procure for Buyer the right to continue using the Products, (ii) replace or modify the Products so that they become non-infringing, or (iii) accept return of the Products and refund Buyer the amounts actually paid by Buyer to Seller for the Products.

(d) Notwithstanding the foregoing, Seller will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon any: (i) misuse or modification of the Products by Buyer or its employees or agents, (ii) use of the Products in combination with other materials, goods, products, or services for which the Products were not intended to be used, (iii) failure of Buyer to implement any update provided by Seller that would have prevented the claim, (iv) Products that Seller made to Buyer's specifications or designs.

(e) THIS SECTION 10 STATES SELLER'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

11. **LIMITATIONS OF LIABILITY.** (a) IN NO EVENT WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE OR UNDER-UTILIZATION OF LABOR OR FACILITIES, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST DATA, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES.

(b) EXCEPT FOR DEATH OR BODILY INJURY RESULTING FROM SELLER'S NEGLIGENCE OR WILLFUL MISCONDUCT, SELLER'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF, OR RELATING TO, THE GOODS WILL BE LIMITED TO GENERAL MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL PURCHASE PRICE FOR THE GOODS GIVING RISE TO THE CLAIM.

12. **CHANGES.** Seller reserves the right to alter, modify, or redesign its products without any obligation to replace previous shipments to Buyer.

13. **NO LICENSE.** (a) Except as provided in Section 13(b), the sale of the Products will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are

reserved to Seller, its subsidiaries, affiliates, or suppliers. Without limiting the foregoing, Buyer will not, without Seller's prior written consent, use any trademark or trade name of Seller in connection with any the Products, other than with respect to the resale of the Products pre-marked or packaged by or on behalf of Seller.

(b) If software is provided by Seller under the Agreement, Buyer agrees that the software may only be used in accordance with the terms and conditions of the software license agreement that accompanies the software. Buyer agrees not to directly or indirectly decompile, disassemble, reverse engineer or otherwise derive the source code for the software. If Buyer is a U.S. Government agency, Buyer acknowledges that the software licensed under the Agreement is a commercial item that has been developed at private expense and not under a Government contract. The Government's rights' relating to the software are limited to those rights applicable to Buyer's as set forth herein and is binding on Government users in accordance with Federal Acquisition Regulation 48 C.F.R. Section 12.212 for non-defense agencies and/or Defense FAR Supplement 48 C.F.R. Section 227.7202-1 for defense agencies.

14. **TERMINATION.** In addition to any other remedies that Seller may have, Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Agreement and the failure continues for five (5) days after Buyer's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

15. **CONFIDENTIALITY.** All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all documents and other materials received from Seller. Seller will be entitled to injunctive relief for any violation of this Section 15, without having to post bond or establish the insufficiency of a remedy at law. This Section 15 does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

16. **FORCE MAJEURE.** Seller will not be liable for any failures or delays caused by strikes, differences with workers, or any causes beyond the reasonable control of Seller, including but not limited to fires, floods, accidents, action of any governmental authority, war, insurrection or riots, or shortages of labor, energy, raw materials, production facilities, or transportation. Where delays or failures are caused by labor difficulties, Seller will not be obligated to seek or obtain any settlement that, in Seller's sole judgment, is not in Seller's best interest.

17. **COMPLIANCE.** Each party will comply with all applicable laws, regulations, and ordinances, and Buyer will comply with the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by the Agreement.

18. GOVERNING LAW; VENUE; DISPUTE RESOLUTION and ARBITRATION

AGREEMENT: It is agreed that any controversy, claim or dispute between or among CageCo Inc, the purchaser, independent dealer, or any other person or entity arising from or relating to the CageCo Inc product(s), its sales, transportation, setup, repair, installation, use, design, manufacture, any other condition, the manufacturer's limited warranty, any contract or any alleged promise, representation, agreement or instrument relating to or delivered in connection with any of the CageCo Inc product(s), or any alleged breach thereof, and any claim based on or arising from an alleged tort or claim of any kind whatsoever, including any claim relating to the validity of this arbitration provision [collectively "Claim(s)"], and if the Claim(s) cannot be resolved through direct discussions or negotiations, - and unless the parties otherwise agree on a different mediation or arbitration process - then the Claim(s) first shall be mediated as administered by the American Arbitration Association (herein referred to "AAA") under its applicable mediation Rules before resorting to binding arbitration. Thereafter, any unresolved Claim(s) shall be settled by binding arbitration administered by the AAA in accordance with its applicable Rules for Claim(s), and any judgment on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties reserve their rights to resolve the Claim(s) in an applicable small claims court for disputes or Claim(s) within the scope of the small claims court's jurisdiction. The assessment of all fees and expenses of the mediation or arbitration shall be governed by the applicable rules of the AAA, unless otherwise agreed by the parties. Moreover, each party shall bear the expense of its own counsel, experts, witnesses and other costs, including preparation and presentation of proofs, subject to reapportionment based on applicable laws of the jurisdiction in which the Claim(s) is heard. All mediation or arbitration proceedings shall be conducted in the jurisdiction of the original place of manufacturing of the said CageCo Inc product(s), or at any other place selected by agreement of all parties. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action or proceeding arising out of or relating to these Terms will be instituted in the State of California. Each party irrevocably submits to the exclusive jurisdiction of the courts in any the suit, action or proceeding. Seller will have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, will be submitted to a court of law or arbitrated. The venue for any the arbitration will be in the State of California. The arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury and covenant that neither of them will request trial by jury in any the litigation.

19. **CHOICE OF LANGUAGE.** It is by the express intention of the parties hereto that the present Agreement and all its related documents be drafted in English.

20. **SURVIVAL.** In addition to any other term whose context may so require, the terms contained in Sections 1, 4, 6, 7, 8, 9, 10, 11, 15, 18, 19, 20, and 21 will survive any cancellation of the purchase order.

21. **MISCELLANEOUS.** Buyer acknowledges that is has not been induced to purchase any the Products from Seller by any representation or warranty not expressly set forth in this Agreement. These Terms and the Sales Confirmation constitute the entire agreement of the parties and supersede all existing agreements and all other oral or written communications between them concerning its subject matter. None of the Terms may be added to, modified, superseded, or otherwise altered, except by a written document signed by an authorized representative of Seller that specifically references these Terms and states that it modifies them. If there is a conflict between the provisions of the Sales Confirmation and these Terms, then the terms of the Sales Confirmation will govern. No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing that specifically references these Terms and is signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The Section headings contained in these Terms are for convenience only and will not affect the interpretation of any provision. If any provision of this Agreement is held to be prohibited or unenforceable, the provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Buyer will not assign any quotation or accepted order for the Products, in whole or in part, without Seller's prior written consent.