

POWERPACK, LLC.
TERMS AND CONDITIONS OF SALE

IN CONSIDERATION of Powerpack extending credit to the applicant, in order to facilitate the purchase of Powerpack products, the applicant agrees to the following terms and conditions of sale:

PRICES Prices listed are wholesale, do not include freight, handling fees, taxes, and/or duties, and are subject to correction or change without notice. Market sensitive commodity products will be priced according to current market conditions. Please contact the powerpack representative for current pricing. Powerpack reserves the right to accept or reject any order.

CREDIT LIMIT If approved by Powerpack, the applicant will be assigned a Credit Limit, which is subject to periodic revisions, as Powerpack deems necessary.

TERMS OF SALE Invoices are due and payable as per terms from the date of the invoice (F.O.B.shipping point), unless otherwise agreed upon in writing.

DELIVERY Delivery dates and quantities will be as mutually agreed to by the parties. Unless otherwise agreed by Seller in writing, products will be shipped FOB Seller's facility to the destination agreed to by the parties. Unless otherwise agreed to by Seller in writing, Seller will arrange for shipping at Buyer's cost and expense, and title and risk of loss or damage will pass to Buyer upon Seller's delivery of the products to the carrier. Any subsequent loss or damage will not relieve Buyer from its obligations. Delivery dates are estimates and are not guaranteed. Seller will not be liable for any loss or expense incurred by Buyer if Seller fails to meet the estimated delivery date. Partial deliveries will be permitted.

LATE PAYMENT Past due balances are subject to late payment service charges of 1.5% per month (an annual rate of 18%), or the highest legal rate acceptable in the State in which credit is extended, whichever is less.

RETURNS Buyer may not return products to Seller without obtaining Seller's prior written consent. Buyer must make any request to return products within 3 business days after its receipt of the products. If Seller gives written consent, Buyer is responsible for returning the products to Seller without damage, at Buyer's expense in original packing, and Seller may charge a restocking fee.

BAD CHECKS A service charge of \$50.00 will be applicable to each returned check.

REVOCABILITY When invoices are past due, or if the applicant's account has reached its assigned Credit Limit, Powerpack, at its own discretion, retains the right to hold shipments pending payment. Powerpack may also place the applicant on C.O.D. or other cash terms for failure to pay within terms.

LITIGATION In the event of any litigation arising out of the agreement, the applicant

agrees to pay all reasonable attorney fees and other costs of collection.

WAIVER The failure of Powerpack to enforce any provision of this agreement does not waive Powerpack's rights to enforce the remaining provisions of this agreement.

STATE LAWS This Credit Agreement will be governed by the laws of the State in which credit is extended.