

### ACCEPTANCE/ENTIRE AGREEMENT

ALL SALES BETWEEN CGS PREMIER, INC. (“CGS PREMIER” and “SELLER”) AND BUYER BY ACKNOWLEDGMENT, SHIPMENT, OR OTHER PERFORMANCE SHALL BE UNQUALIFIED, UNCONDITIONAL AND SUBJECT TO AND EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALL PREVIOUS OFFERS BY CGS PREMIER ARE HEREBY WITHDRAWN. CGS PREMIER SHALL NOT BE BOUND BY TERMS ADDITIONAL TO OR DIFFERENT FROM THOSE IN THIS AGREEMENT THAT MAY APPEAR IN REQUESTS FOR QUOTATIONS, PURCHASE ORDERS, ACKNOWLEDGMENTS, OR IN ANY OTHER COMMUNICATION FROM BUYER, UNLESS SUCH TERMS ARE EXPRESSLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CGS PREMIER. ESTIMATES OR FORECASTS FURNISHED BY CGS PREMIER SHALL NOT CONSTITUTE COMMITMENTS. UPON ACCEPTANCE, THE TERMS CONTAINED IN THIS AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE SUBJECT MATTER HEREOF, SUPERSEDING ALL PREVIOUS PROPOSALS, REPRESENTATIONS OR UNDERSTANDINGS, WHETHER ORAL OR WRITTEN. MODIFICATIONS MUST BE IN WRITING AND SIGNED BY THE AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. ALL REFERENCES IN THESE TERMS AND CONDITIONS TO THIS AGREEMENT OR TO GOODS, WORK, SERVICES, MATERIAL, EQUIPMENT, PRODUCTS, SOFTWARE OR INFORMATION FURNISHED UNDER, IN PERFORMANCE OF, PURSUANT TO OR IN CONTEMPLATION OF, THIS AGREEMENT SHALL ALSO APPLY TO ANY ORDERS ISSUED PURSUANT TO THIS AGREEMENT. “GOODS”, “PRODUCTS”, “SERVICES” OR “WORK” SHALL MEAN THE ITEMS ON THE REVERSE SIDE (COLLECTIVELY “GOODS” AS USED HEREIN).

1. **Specifications:** The specifications applicable to the products will be Seller’s standard specifications or, in the case of items other than Seller’s standard Products, such specifications as are agreed to in writing by Seller and Buyer.
2. **Changes:** Customer is required to submit a Change Order for any desired changes, however minor they might be. Any change made in design or manufacture of equipment may result in an increase in price to cover additional costs and an extension of shipment date. The Change Order process is handled in the same manner as an original quotation and purchase order process. Seller reserves the right to make process and design changes in the Products which do not adversely affect firm, fit or function without prior approval of or notifications to Buyer. Buyer may request changes in process or design of the Products only if Buyer agrees to accept such changes in delivery of prices which are, in Seller’s judgment, reasonably necessitated thereby. Should buyer request changes which are, in Seller’s judgment, beyond the ability of Seller to produce or delivery within the schedule, or for the price proposed by the Buyer, Seller shall have the right to reject or cancel Buyer’s order, and, if production on the order has commenced or expenses have been incurred or commitments made as a consequence thereof, Buyer shall pay reasonable charges based on Seller’s costs and commitments.
3. **Shipment:** Customer is responsible for shipping, packaging and handling costs and insurance on shipping. All claims for breakage and damage, whether concealed or obvious, must be made to the carrier as soon as possible after receipt of shipment. CGS Premier will extend all possible cooperation to enable adjustment from the carrier. All prices listed provide for standard packing for domestic shipment in accordance with CGS Premier’s standard specifications. Special shipping or packaging shall be requested and invoiced accordingly. All costs of shipping the Products to Buyer including without limitation, freight, insurance, (for either Buyers or Sellers benefit) and special packaging or handling, shall be in addition to the stated prices and shall be paid by the Buyer.
4. **Delivery:** The delivery schedule appearing on the face side hereof is approximate only. Seller will make reasonable efforts to delivery in accordance therewith, but shall have no liability for failure to do so. Pro rata payments will be due from Buyer as deliveries are made by Seller. If a delivery is delayed as a result of any action or inaction of Buyer, Seller may invoice Buyer the products as of the scheduled delivery date and may charge Buyer for warehousing and other expenses incurred because of the delay.
5. **Excusable Delay:** Seller shall not be liable for delays or defaults in delivery due to the acts of God or public enemies, war or military activity, riots, insurrection or sabotage, fires, floods, explosions, or other catastrophes, unusually severe weather, accidents, epidemics or quarantine restrictions, acts of local, state or national governments, or public agencies, labor disputes or shortages, energy or material shortages, utility or communication failures or delays, delays of a supplier of Seller, or causes beyond the reasonable control and without the fault or negligence of Seller. (In the event of any such delay, the date of delivery shall be deferred for a period equal to the time lost by reason of delay).
6. **Title, Risk of Loss and Security Interest:** Risk of loss shall pass from Seller to Buyer upon delivery to the common carrier or Buyer’s representative at the F.O.B. Shipping Point. Delivery shall be deemed made upon transfer of possession to the carrier. Thereafter, all risk of damage, loss or delay in transportation shall be the responsibility of the Buyer.
7. **Security Interest:** CGS Premier retains and Buyer hereby grants to CGS Premier, a security interest in the Goods under the Uniform Commercial Code as enacted in the State of Wisconsin until payment in full has been made. In the event of default by Buyer under this Agreement, CGS Premier shall have all rights and remedies of a secured creditor under the Wisconsin Uniform Commercial Code. Buyer agrees to execute such financing statements and other documents as CGS Premier may request in order to perfect CGS Premier’s security interest. Seller reserves a purchase money security interest in goods sold and the proceeds thereof, in the amount of the purchase price. In the event of default by Buyer in any of its obligations to Seller, Seller will have the right to repossess the goods sold hereunder without liability to the Buyer. These security interests will be satisfied by payment in full.
8. **Price Adjustments:** Price shown on the face of the Seller’s proposal only applies to jobs started within 30 days of proposal date. Seller reserves the right to increase its prices for later releases and shipments upon written notice to the Buyer.

9. **Payments:** Payment of all sums invoiced to Buyer shall be paid in U.S. Currency. Seller is entitled to interest on all unpaid sums from the due date at the rate of 1.5 % per month or the maximum rate permitted by law, whichever is lower.
10. **Taxes:** In addition to the stated prices, Buyer shall pay Seller the amount of any excise, sales, use or other taxes incident to the sale of Products hereunder for which Seller may be liable or which Seller is required by law to collect unless Buyer provides Seller with a proper tax exemption certificate.
11. **Warranty:** Seller warrants that the Products sold to Buyer hereunder will be free from defects in material and workmanship furnished by Seller and will conform, within normal Industry standards. This warranty shall apply only where Buyer has given Seller written notice of such defect within ninety (90) days after delivery of Products or Projects by Seller. The warranty does not cover normal wear & tear, abuse, misuse, neglect, accident or from any damage resulting from shipping, nor to any Product or Project which has been repaired or altered by other than Seller. All warranty repairs other than warranties covered by other Manufacturers have to be made at the Sellers premise in New Berlin, WI. Seller at their discretion may choose to perform warranty work off premise. Electronics, generators, or components manufactured by others and used as a part of a finished Project are subject to a pass-through warranty from the manufacturer of these items. Seller does not supply additional warranties above or beyond those offered by the manufacturer. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO MECHANABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESCRIPTION, QUALITY PRODUCTIVENESS, OR OTHERWISE.**
  - 11.1 Seller has no liability for any claim based upon the combination, operation or use of any Product supplied hereunder with equipment, devices or software not supplied by Seller. Seller has no liability for any claim based upon alteration or modification of any Product supplied hereunder.
  - 11.2 Purchaser shall defend and hold Seller harmless against any expense, judgment or loss for alleged infringement of any patents, copyrights or trademarks which result from Seller's compliance with Buyer's design, specifications or instructions.
  - 11.3 Notwithstanding any other provisions hereof, Seller shall not be liable for any claim based on Buyer's use of the Products as shipped after Seller has informed the Buyer of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Seller's suggestions.
  - 11.4 In regards to Vehicle Wraps, any adhesion problems that arise from faulty, damaged, rusty, uncured surfaces or any other defects not controllable by the Seller or it's sub-contractors (installers) will not be covered under warranty.
12. **Experimental Products:** If Seller delivers Products identified as "prototypes", "samples", "designs", "for engineering approval", "on consignment", "for evaluation", or terms of similar report; Buyer agrees that such Products are confidential and experimental in nature, that Buyer will limit their availability only to those of its employees as are necessary to carry out the testing and evaluation contemplated by the parties and to no others, and that all information concerning such Products received or generated by Buyer shall become and remain the proprietary property of Seller and shall not be disclosed to any third party. Buyer's receipt, use and evaluation of such Products are subject to the terms of Paragraph 18 hereof ("Limitation of Liability"). It is anticipated that changes may be made in the manufacture of such Products based on such test and, therefore, Buyer shall communicate to Seller the data accumulated during its testing and evaluation of the Products.
13. **Infringement:** Buyer shall indemnify, defend and hold harmless Seller, its officers, agents, and employees against any expense, loss, attorneys fees, costs, damage or liability arising out of wrongful use of designs, trademarks or trade names based on Product designs or specifications supplied by Buyer.
14. **Proprietary Rights:** Sale of the Products to Buyer does not convey a license, implied or otherwise, under any patent in which Seller has an interest, nor does it convey right to any descriptive data, including, but not limited to, Seller's manufacturing drawings, secrets, processes, or tooling.
15. **Financial Responsibility:** If Buyer fails to fulfill the terms of payment for any shipment of Products, or if Seller shall have a reasonable doubt at any time to Buyer's ability to pay for Products ordered, Seller may, at its option, (i) change the terms of payment or (ii) defer further production and shipments until satisfactory performance has been made by Buyer and Seller is satisfied as to Buyer's financial ability, and such change or deferment shall not prejudice any claim for damages Seller may otherwise have against Buyer.
16. **Cancellations:** (a) Seller may, at its option, cancel Buyer's order if (i) Buyer's payments are in default or Buyer breaches any material provision hereof, (ii) any cause specified in Paragraph 5 hereof ("Excusable Delay"), makes it commercially impracticable, in Seller's judgment to deliver the Products within a reasonable time, or (iii) Buyer becomes insolvent or the subject of a proceeding under any bankruptcy law. Such cancellation shall not prejudice Seller's right to any amount then due to affect any other rights Seller may have under applicable provisions of controlling law. (b) Buyer may cancel the remaining unfilled portion of its order upon written notice to Seller and upon payment of reasonable cancellation charges invoiced by Seller which may include the profit to be made on the cancelled portion of the order and shall take into account the Products already produced or in process, the expenses already incurred (including labor) and the commitments already made as a consequence of the order. In no event will the cancellation charges exceed the purchase price of the cancelled Product.

