

SALES ORDER TERMS AND CONDITIONS

Monster Electrical Inc., dba Monster Fuses and/or Monster Controls (hereinafter referred to as “Company or Seller”) hereby sells and Buyer hereby buys all goods from Company subject to the terms and conditions set forth below, unless Seller has expressly agreed in writing to any changes. Absent Seller’s express written acceptance, any proposed terms by Buyer that are in addition to, vary from, or conflict with the terms detailed below are rejected.

Seller/Buyer Acceptance: No order shall be binding on Seller unless accepted in writing by a Company officer. All terms and conditions contained herein, as well as those that are contained on any invoice or confirmation memo are accepted by Buyer upon shipment from the point of origin by Company to Buyer. Goods are considered purchased upon shipment from point of origin. Any proposed terms by Buyer, however presented, for the purchase of Company’s goods that add to, vary or in any way, alter or conflict with the terms contained herein are rejected unless expressly agreed to in writing by Company’s officer. Company reserves the right to terminate Buyer’s right to purchase goods for any reason.

Delivery: All goods are delivered to Buyer FOB Origin. Company will not be liable for any delays in shipment or delivery or any failure to ship or deliver due to causes beyond Company's control, including without limitation, fire, flood, war, riot, strike, labor difficulties, natural disaster, domestic or foreign governmental regulations or orders, shortages of or inability to obtain materials, product, shipping space or transportation. Company retains the right to ship product in installments or in any fashion that it deems reasonably necessary to fulfill Buyer’s order. If a shipment/delivery date is specified, that date may be extended as Company deems appropriate, not to exceed sixty days. If Company fails to make delivery, repudiates, or is in breach in any fashion, Buyer’s exclusive remedy, at Seller’s sole discretion, is limited to replacement of purchased goods or refund of any paid Invoice Price.

Purchase Price-Payment: All prices are quoted and payable in U.S. dollars only. Prices are subject to change without notice. The price will be deemed accepted and conclusively binding upon Buyer when shipped from point of origin unless Seller and Buyer expressly agree in writing otherwise. All goods sold on open account will be due and payable pursuant to the terms and conditions stated on each COMPANY Confirmation or Invoice. Time of payment is of the essence. Failure to promptly pay any Invoice according to its terms is a material default. Any default authorizes Company to accelerate all payments due and allows Company to withhold shipping goods and/or reclaim goods in Buyer’s possession, custody or control. All past due amounts shall accrue interest at the rate of 1.5% per month percent (18%) per annum. Buyer is ineligible for any discounts while maintaining an outstanding balance.

Taxes & Fees: All goods are sold exclusive of sales tax, Federal, state or local excise taxes, transfer taxes of any sort, shipping and handling. All such taxes and fees are Buyer’s responsibility. In the event that any tax or fee results from Buyer’s purchase of goods, Company will invoice Buyer and Buyer expressly agrees to pay. Regardless of Company’s right to invoice for any tax or fee resulting from the sale of goods, Buyer expressly agrees to remain ultimately responsible for all Taxes and Fees. In the event that payment for any purchased goods is dishonored, Buyer shall pay to Seller an insufficient funds fee for each dishonored payment in an amount not to exceed that which is available by law, including costs and expenses related to the collection of the dishonored payment.

All returned conforming goods that are accepted by Company shall cause Buyer to pay a restocking fee not to exceed 50% of the returned goods Invoiced Price.

Inspection and Testing: Upon receipt, Buyer shall immediately test and assure that all purchased goods meet any specific criteria or are fit for the particular purpose that Buyer intends the goods to be used. Company assumes no obligation to test or install any purchased goods. Company is not obligated to accept or issue credit for returned goods which, in Seller’s sole discretion, appear to have been installed or used in any manner. Further, purchased goods may not be rejected for failure to meet stated or guaranteed performance characteristics if actual performance characteristics are within reasonable tolerance of those stated or guaranteed by Seller. In the event Buyer rejects any purchased goods, Buyer must immediately notify Seller in writing with the following information: (1) that Buyer is rejecting good(s) as non-conforming; (2) identify the specific good(s) that are being rejected; and (3) provide a specific reason why Buyer considers the goods to be non-conforming. Upon proper written notice, Company has the right to correct, repair, or replace the rejected goods. Company shall exercise its right to cure the deficiency in a reasonable time period. Failure to provide the required information renders Buyer’s rejection wrongful.

Returns: Purchased conforming goods cannot be returned without Company’s advance written authorization and will be subject to a restocking fee. All returned conforming goods are subject to inspection prior to Company accepting the return. In no event will COMPANY accept return of any goods more than one hundred and eighty (180) days following the date of the Invoice relating to such goods. Buyer remains solely responsible for all costs, including shipping, insurance or restocking fees associated with the return of conforming goods.

Limitation of Liability/Statute of Limitations: In no event shall Company be responsible for lost actual or anticipated profits, business interruption, incidental, consequential, or special damages, or punitive damages. Company’s sole liability on any claim arising out of or connected with or resulting from any purchase will be, at Company’s sole discretion, to replace a defective good or refund any payment(s) made. In no event shall Company’s total liability exceed the invoiced price for the purchased goods which give rise to the claim. Company shall not be liable for penalties of any description. Any claim or cause of action arising out of or related in any way to Buyer’s purchased goods must be commenced no later than one year after the shipping date for the purchased goods regardless of whether any party had knowledge of the events giving rise to the cause of action. Each right and or remedy available to Seller arising out of the purchased goods shall be cumulative and any waiver of any breach by Buyer shall not constitute a waiver of any other breach. Buyer agrees to indemnify and hold Company harmless for any claim or cause of action brought against Company by a third party in connection with Buyer’s purchase of Company’s goods.

Representations and Warranties: Company is a distributor and not a manufacturer. Buyer is required to determine directly from the manufacturer's tests, or from its own tests, the suitability of Seller's goods for any application and Buyer shall be guided solely by the results of such tests and its own knowledge. Company is not responsible for any misuse, neglect, accident, reconfiguration, or alteration, improper installation or use of any purchased goods by Buyer or others. Buyer agrees and represents that it is responsible for following applicable National Electric Installation Standards ("NEIS") as well as any applicable sections in the National Electrical Code ("NEC"), whichever provides more stringent standards or procedures for the handling, installation and storage of purchased goods. Buyer warrants that it will not bind or purport to bind Company to any affirmation, representation, or warranty with respect to any goods or services to any third party. Statements relating to Company's goods are not representations or warranties except to the extent the contrary is expressly set forth herein. Purchased goods will be identified on Company Confirmation or Invoice as: FN for Factory New, FS for Factory Surplus, NS for New Surplus, RC for Reconditioned, EOK for Electrical OK, UD for Used. Any available applicable warranty for FN goods shall be provided through the manufacturer. The Company warrants that Factory Surplus, New Surplus and Reconditioned goods sold to Buyer shall be free from internal defects for one year from Invoice date. Buyer's sole remedy, and at Company's sole discretion, shall be replacement of the defective good(s) or a refund of the paid Invoiced Price. Company's warranty is effective for one year from the Invoice date. **Goods sold as EOK are sold "AS IS", and Company expressly makes NO WARRANTY. Goods sold as UD are sold "AS FOUND, AS IS" and COMPANY expressly makes NO WARRANTY.** All other express or implied warranties, other than the manufacturer's warranties and the COMPANY's warranties as describe above, and any language or packaging that might be construed as express or implied warranties are excluded. **THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY. COMPANY MAKES NO OTHER WARRANTY, COVENANT OR REPRESENTATION, EITHER EXPRESS OR IMPLIED OR STATUTORY, EXCEPT AS EXPRESSLY SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIONS OF FITNESS FOR ANY PARTICULAR PURPOSE SHALL BE IMPLIED FROM SPECIFICATIONS, IF ANY, SET FORTH HEREIN, OR BY THE NATURE OF THE GOODS OR BY ANY LANGUAGE ON LABELS OR PACKAGING.**

Risk of Loss – Force Majeure: Company shall not be responsible for risk of loss or damage to the goods after transfer of title FOB origin. Further, Company will not be liable for any delays in shipment or delivery or any failure to ship or deliver due to causes beyond Company's control, including without limitation, fire, flood, war, riot, strike, labor difficulties, natural disaster, domestic or foreign governmental regulations or orders, shortages of or inability to obtain materials, product, shipping space or transportation, or any other event beyond Company's reasonable control.

Costs and Attorney Fees - Choice of Law - Consent to Jurisdiction - Election of Arbitration: Buyer is responsible for all costs including attorney's fees related to any collection activity arising out of these Terms and Conditions. In the event of a dispute between the parties regarding issues other than collections, the prevailing party shall recover its reasonable attorneys' fees, costs and expert witness fees as awarded by the arbitrator. Any accepted purchase order for Seller's goods shall be considered a contract made in Multnomah County, Oregon. All disputes between the parties shall be governed by Oregon state law. Buyer consents to venue in Clackamas County, Oregon, unless otherwise agreed to by the parties in writing. Further, Buyer and Seller expressly agree that **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO ANY PURCHASED GOODS SHALL BE SETTLED BY ARBITRATION USING THE ARBITRATION SERVICES OF PORTLAND, INC. JUDGMENT ON THE ARBITRATION AWARD SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE SUBJECT MATTER OF THE CONTROVERSY. THE PARTIES ACKNOWLEDGE THAT THEY HAD A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS BEFORE A JUDGE OR JURY AND CONSENT TO HAVING ALL ISSUES INCLUDING THE ISSUE OF ARBITRABILITY HEARD BY AN ARBITRATOR(S).**

Security Agreement: To secure payment and performance of all of current and future obligations to Company, Buyer grants to Company a purchase money security interest in the goods and the proceeds, additions or replacements thereof until the purchase price and all other applicable costs and expenses are paid in full. An original or reproduced signature to these Terms and Conditions shall be deemed for all purposes, including but not limited to, any and all public filings (including filing by facsimile), an original signature, in which case Buyer is the Debtor and Company is the Secured Party. Buyer authorizes Company to file, in jurisdictions where this authorization will be given effect, a UCC-1 financing statement if necessary. The term of this security interest shall be the maximum allowed under applicable state law.

General Provisions: These Terms and Conditions, together with any additional provisions stated on Confirmation or Invoice and any or all parts of the quotation package to Buyer, if any, AND to the extent that the additional provisions do not conflict with these Terms and Conditions, represent the entire understanding between the parties. Buyer acknowledges that there are no other terms, conditions, warranties or representations. Any Term or Condition that is found to be unenforceable will not invalidate the remainder. Nothing contained herein nor the transactions contemplated hereby, express or implied, shall be deemed to inure to the benefit of any person or entity other than Seller and Buyer, nor shall it confer upon any such party or entity any right or remedy of any nature whatsoever. Company may assign any right or contractual agreement between the parties subject to these Terms and Conditions, including any claims for monies due or to become due.