

Standard Terms and Conditions of Sale

Landmark Metal Group, LLC ("Seller") represents only that all product, services, and/or service items sold pursuant hereto will conform to the express specifications set forth on the face of Seller's acknowledgement, for a period of 1 year from the due date of shipment, subject to no further processes performed and except as provided below. Buyer's sole remedy in the event of Seller's breach of the foregoing, or any of these terms and conditions of sale, shall be the repair or replacement of any alleged nonconforming product, services, and/or service items, or, at Seller's sole option, to refund that portion of the purchase price allocable to the alleged nonconforming product, services, and/or service items. Seller shall not be liable for the cost of removal and/or reinstallation of such product, services, and/or service items. Seller's liability shall in no event exceed the purchase price of such product, services, and/or service items.

TERMS AND CONDITIONS

Conditions of acknowledgment and acceptance of purchase orders from Buyer, which are set forth in the following, constitute all terms and conditions of the sale of any product, services, and/or service items by Seller. Any contrary terms to the terms and conditions set forth herein shall be without any force or effect and shall not be binding upon Seller.

TERMS ADDITIONAL TO OR DIFFERENT FROM THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO TERMS CONTAINED IN BUYER'S PURCHASE ORDER OR BUYER'S STANDARD TERMS AND CONDITIONS OF PURCHASE, ARE DEEMED MATERIAL AND HEREBY REJECTED UNLESS OTHERWISE ACCEPTED BY SELLER IN WRITING.

1) EXCLUSIVE TERMS, CONDITIONS, AND LIMITATIONS OF SALE.

a) The goods that are the subject of a sale by Seller to Buyer are referred to as the "Product", the services sold by Seller to Buyer are referred to as the "Services", and items of tangible property on which Seller performs Services or that result from Services are referred to as the "Service Items". All sales of Product or Services by Seller are governed by and subject to (a) Seller's quotation, order acknowledgement, invoice, or a separate written agreement signed by an authorized representative of Seller, as applicable, and (b) these terms and conditions, whether or not they are specifically referenced in or incorporated by Seller's quotation, order acknowledgement, invoice, or the separate written and signed agreement. Any irreconcilable conflict between these terms and conditions and any terms in Seller's quotation, order acknowledgement, invoice, or the separate written and signed agreement shall be resolved in favor of the quotation, order acknowledgement, invoice, or the separate written and signed agreement. Seller's acceptance of Buyer's purchase order or commencement of performance shall not constitute acceptance of any of Buyer's terms and conditions.

b) No contract shall come in existence for the sale of Product or the furnishing of Services by Seller to Buyer unless and until an offer has been made by Buyer and has been accepted by Seller by the confirmation thereof from Seller or unless and until an offer has been made by Seller and has been accepted by Buyer. The terms and conditions in Buyer's purchase order shall be without any force or effect and shall not be binding upon Seller except to the

extent, if any, that such terms and conditions shall be identical to the terms and conditions herein set forth. The agreement resulting from the making of such offer and such acceptance thereof is hereinafter referred to as the "Contract."

2) NO EXPRESS OR IMPLIED WARRANTIES FOR MERCHANTABILITY OR FOR FITNESS. Buyer acknowledges and agrees and understands that there are no warranties which extend beyond the description on the face hereof. There are NO express or implied warranties on the sale of Seller's Product, Services, or Service Items. There are no warranties of merchantability and there are no warranties of fitness. All Product, Services, and Service Items are being sold "as is", "with all faults". Buyer purchases all said Product, Services, and Service Items in their where is and as is condition.

3) PRICES, TERMS OF PAYMENT. Prices and terms of payment specified herein for the Product or Services covered hereby will be adjusted to Seller's price and terms in effect at time of purchase order entry. Each shipment for the purpose of pricing, invoicing, and billing shall be treated as a separate and independent contract upon acceptance of Buyer. All payments shall be in US Dollars.

4) PAYMENT OF FREIGHT, TRANSPORTATION, RISK OF LOSS. Terms of Sale are F.O.B. Harbor City, CA 90710 or F.O.B. Seller's warehouse, where applicable, unless otherwise noted. Seller shall not be required to pay or collect taxes to be added to the invoice prior to or imposed specifically on any other aspect of the transaction.

5) DELIVERY, FORCE MAJEURE, RISK OF LOSS. Estimated dates for shipping of material to Buyer are provided to Buyer on the basis of Seller's best estimate for informational purposes only and are not guaranteed. Seller shall not be responsible for delay in shipment or delivery or for non-performance of any contract, in whole, or in part, if such delay or non-performance shall be due to fires, floods, strikes, work stoppages, or slow down, accidents, casualties, inability to procure raw materials, delays in transportation however caused, or other cause's beyond Seller's control. Buyer shall bear the risk of loss or damage to any material sold hereunder after said material has left Seller's warehouse located in Harbor City, California.

6) CHANGES, TERMINATION, OR CANCELLATION. The Contract is binding upon the Buyer and the Seller and cannot be cancelled after the order is acknowledged by Seller. Seller may, at its sole option, cancel the Contract if Buyer fails to make any payment in accordance with the terms and provisions of this Contract or fails to comply with any of the terms or conditions set forth herein, and the Buyer hereby waives any cause of action and right to any offset or counterclaim against Seller by reason of said cancellation.

7) NOTIFICATION OF ANY NON-CONFORMITY. The Buyer must notify Seller in writing within a reasonable period of time upon the discovery of any non-conformance in Seller's product or services. Seller's representation that the Product and/or Services will conform to said express specifications as set forth above applies only to the Buyer and is non-transferable and non-assignable either directly, indirectly, or by operation of law, and any such purported or attempted transfer or assignment shall be null and void. In no event shall Seller be liable to any

third party for any actions for any alleged damages which are based upon contract, tort, negligence, strict liability, warranty, contribution, indemnity, infringement, statute, or otherwise.

8) PAYMENT TERMS. The terms of purchase of any goods are 1.5% 10 net 30 days from the date of invoice. Shipments abroad, outside of U.S. Territories 2 % 10 net 45 from invoice date.

9) FINANCE CHARGES, COLLECTION FEES. In consideration for the extension of credit, Buyer agrees to pay for all purchases within the terms agreed upon between Buyer and Seller and to pay a service charge of 1.5% per month (18% annual percentage rate) on all past due balances. In the event any third parties are employed to collect any outstanding monies owed by Buyer, or should Seller commence legal action for collection of any outstanding monetary obligation, Buyer agrees to pay reasonable collection costs, including but not limited to reasonable attorney fees, whether or not litigation has commenced, and all costs of litigation incurred.

10) GOVERNING LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made, delivered and to be performed entirely therein.

11) CONSENT TO JURISDICTION AND SERVICE OF PROCESS. Any action arising out of this Contract shall be instituted in any state or federal court located in the County of Los Angeles, State of California and Buyer waives any objection which such party may have to the venue of any such action, and irrevocably submits to the jurisdiction of any such court in any such action.

12) INDEMNIFICATION. Buyer shall indemnify, defend and hold harmless Seller, Seller's affiliates and the shareholders, members, directors, officers, employees, agents and representatives of Seller from and against any and all claims, losses, damages, costs, actions, judgments, expenses and liabilities (including, but not limited to, reasonable attorney's), which are in any way connected with, arise out of or result from Seller's performance of this Contract or Seller's actual or alleged breach of its obligations or any alleged warranties under this Contract.

13) STATUTE OF LIMITATIONS. BUYER AND SELLER AGREE THAT, UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS CONTRACT OR THE SALE OF THE PRODUCT OR SERVICES OR SERVICE ITEMS MUST BE BROUGHT WITHIN ONE YEAR AFTER THE DATE ON WHICH THE PRODUCT OR SERVICES OR SERVICE ITEMS IN QUESTION WERE DELIVERED TO BUYER OR THE DATE ON WHICH THE EVENT GIVING RISE TO THE ACTION OCCURRED, WHICHEVER IS EARLIER.

Buyer:

COMPANY

NAME: _____

COMPANY

ADDRESS: _____

RESALE NUMBER: _____

AUTHORIZED AGENT NAME AND TITLE: _____

SIGNATURE: _____

DATE: ____/____/____