

## TERMS AND CONDITIONS

The attached purchase order (“PO”) and these Terms and Conditions (“Terms”) constitute the entire agreement (the “Agreement”) between the customer ordering products (the “Customer”) and CDNT, Inc., d/b/a Can-Do National Tape (“CDNT”) for the products set forth in the PO (the “Products”) and supersede all prior discussions, communications, agreements and understandings of any kind and nature between the parties. Customer’s submission of the PO will be deemed to constitute acceptance of this Agreement.

### 1. ORDERS.

All orders (including the PO) are subject to acceptance by CDNT either in writing or by shipping applicable Products. Customer may not modify, rescind or cancel the PO, in whole or in part, after submitting the PO to CDNT without CDNT’s prior written consent.

### 2. SHIPMENT.

2.1 CDNT will package the Products in accordance with usual and customary commercial standards and practices for shipment and will arrange for shipment by the means it deems most appropriate. Customer will pay or reimburse CDNT for the costs of any special packaging.

2.2 Unless otherwise set forth in the PO, shipment of all Products will be EXW CDNT’s warehouse (Incoterms 2010).

2.3 Shipment dates are estimates and not guarantees. Delivery of Products will be subject to CDNT’s availability schedule. CDNT will not be liable for its failure to meet any requested delivery dates.

2.4 If Customer requests or otherwise causes CDNT to store Products beyond the scheduled shipment date on the applicable PO, CDNT may invoice Customer for the costs of such storage, including the costs of any insurance on the stored Products.

2.5 Products may not be returned to CDNT without CDNT’s prior written consent. Subject to the foregoing, all Products returned to CDNT by Customer will be subject to a 25% restocking charge.

### 3. INVOICING AND PAYMENT

3.1 CDNT will issue invoices for the Products ordered by Customer, and, unless otherwise set forth in the PO, Customer will pay CDNT the full amount of each invoice within 30 days of the date of each such invoice. All amounts will be payable in U.S. dollars in accordance with CDNT’s written instructions. Any amounts not paid when due will bear interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is less, determined and

compounded daily, from the date due until the date paid. Payment of such interest will not excuse or cure Customer’s breach or default for late payment.

3.2 Prices for Products do not include shipping, insurance, duties, fees, or taxes levied by any governmental authority that CDNT may be obligated to pay whether directly or through withholding or otherwise. In the event CDNT is required to pay any of the foregoing, the price of the affected Products will be increased by such amount.

### 4. LIMITED WARRANTY.

4.1 CDNT warrants to Customer that under normal use and when used in accordance with the instructions, the Products (i) are of good quality and free from material defects and (ii) function, in all materials respects, in accordance with the specifications provided by CDNT for a period of 90 days from the date such Product is shipped (the “Warranty Period”). Customer’s sole and exclusive remedy for breach of this warranty will be for CDNT to re-ship any Products identified by Customer’s written notice to CDNT within the Warranty Period.

4.2 OTHER THAN THE EXPRESS WARRANTY SET FORTH IN SECTION 4.1, THE PRODUCTS ARE PROVIDED “AS IS”, AND CDNT HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL (INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT). CUSTOMER HAS ACCEPTED THIS WARRANTY DISCLAIMER AS PART OF A BARGAIN WITH RESPECT TO THE PRICING OF THE PRODUCTS AND UNDERSTANDS THAT THE PRICING WOULD BE HIGHER IF CDNT WERE REQUIRED TO BEAR LIABILITY IN EXCESS OF THAT STATED IN THIS AGREEMENT.

### 5. LIMITED LIABILITY.

IN NO EVENT WILL (A) CDNT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, AND (B) CDNT’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE MANUFACTURE, SALE OR SUPPLY OF

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ANY PRODUCT EXCEED THE ACTUAL PRICE PAID BY CUSTOMER FOR SUCH PRODUCT. THE LIMITATIONS SET FORTH ABOVE WILL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES.

### 6. INDEMNIFICATION.

6.1 To the fullest extent permitted by applicable law, Customer will defend, indemnify and hold harmless CDNT, its affiliates, and its and their respective directors, officers, employees and agents from and against any and all losses, liabilities, damages and expenses, including reasonable attorneys' fees and costs (collectively, "Losses") arising from any claim, demand, action or other proceeding by a third party, to the extent resulting from (a) the actual or alleged negligence or willful misconduct of Customer, its affiliates, or its or their respective agents or representatives (each of the foregoing, a "Customer Party"), (b) a Customer Party's actual or alleged violation of any law or regulation, or (c) any actual or alleged use of a Customer Party's products.

6.2 A party seeking indemnification will promptly notify Customer in writing of a claim, demand, action or proceeding, but the party's failure or delay in giving notice will not affect that party's right to indemnification under this Section 6 except to the extent that Customer has been materially prejudiced by the failure or delay. The indemnified party will cooperate with Customer as reasonably requested at Customer's sole cost and expense. Customer will not settle or otherwise consent to an adverse judgment in any such claim, demand, action or proceeding that diminishes the rights or interests of the indemnified party without the express written consent of the indemnified party, which consent will not be unreasonably withheld, conditioned or delayed.

### 7. TERM.

This Agreement will commence on the date of the initial PO and continue until completion of delivery of the applicable Product. This sentence and

Sections 2.5, 3, 4, 5, 6, and 8 survive any termination or expiration of this Agreement.

### 8. MISCELLANEOUS.

In the event of a conflict between these Terms and a PO, these Terms will govern. This Agreement will be governed by and construed in accordance with the laws of Tennessee, without regard to the conflicts of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement. CDNT will use its reasonable efforts to fill orders, but CDNT will not be liable for nonperformance or delays caused by a shortage of raw materials, delivery or labor problems, acts of regulatory agencies, discontinuation of a product line, acts of God or other causes beyond its control). Customer agrees that in such event CDNT, at its sole option and discretion, may allocate Products among its customers without liability. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer, by operation of law or otherwise, without the prior written consent of CDNT, and any attempted transfer, assignment or delegation without such consent will be void and without effect. CDNT may freely transfer, assign or delegate this Agreement, in whole or in part, without Customer's prior written consent. Any purported assignment in violation of this Section will be void. Any notice or communication under this Agreement must be in writing, signed or authorized by the party giving notice, and may be delivered by hand, deposited with an overnight courier, sent by confirmed email, or mailed by registered or certified mail, in each case to the address of the receiving party as identified in this Agreement or at such other address as may hereafter be furnished in writing by either party to the other party. Such notice will be deemed to have been given as of the date it is delivered. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy will operate as a waiver or effect any other right or remedy. The relationship between the parties is that of independent contractors, and neither party has authority to contract for or bind the other party in any manner whatsoever.

[Signature Page Follows]

# TERMS AND CONDITIONS

The parties have entered into this Agreement as of the last date below.

**CDNT, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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Phone No.: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_