



EON PRODUCTS, INC.
TERMS AND CONDITIONS OF SALE
Effective: August 1, 2016

By submitting an order (an "Order") for the purchase of goods or services ("Products") from EON PRODUCTS, INC., a Georgia corporation ("EON", "we" or "us"), you acknowledge and agree to the following terms and conditions (the "Terms"):

1. **AGREEMENT** - The following terms and conditions are deemed part of all quotations, acknowledgments, invoices, Orders and other documents, whether electronic or in writing, relating to the sale of Products by EON to its customers. These Terms, together with our quotation, order acknowledgement and invoice to an Order accepted by Seller (collectively, the "Agreement"), constitute the entire contract of sale and purchase between Seller and Buyer with respect to the Products covered by this Agreement, will supersede all previous communications, agreements or contracts, written or verbal between you and us, and no understanding, agreement, term, condition or trade custom at variance with these Terms will be binding on us. In the event of a conflict between or among the terms of documents relating to the Products, the following order of priority will govern, except where the specific terms of a document provide otherwise: (a) any applicable order acknowledgment and invoice; (b) these Terms; (c) the applicable quotation; and (d) the applicable Order. No waiver, amendment or modification of this Agreement will be effective unless in writing and signed by an officer of EON. EON OBJECTS TO, AND IS NOT BOUND BY, ANY TERMS OR CONDITIONS ON YOUR PURCHASE ORDERS, CONFIRMATION FORMS OR OTHER DOCUMENTS, THAT ATTEMPT TO IMPOSE UPON US ANY TERMS AND CONDITIONS AT VARIANCE WITH THE TERMS AND CONDITIONS OF SALE SET FORTH HEREIN, AND SHIPMENT OR OTHER PERFORMANCE BY US WILL NOT CONSTITUTE ASSENT TO ANY SUCH INCONSISTENT TERMS. EON offers to sell its Products only on the terms and conditions set forth in this Agreement, and your submission of an Order serves as your acknowledgment and agreement to such terms and conditions, without variance.
2. **PAYMENT TERMS** - We accept cash, major credit cards, C.O.D., and electronic funds transfer. We also provide open-account terms with credit limits to customers with a signed application and approved credit. If you are approved to pay on account, you agree to pay full net payment within 30 days from the invoice date; provided that custom orders and blanket orders may require a deposit at the time of order. Any invoice not paid within thirty (30) days is subject to a late payment fee of one and one-half percent (1.5%) per month, or, if such rate exceeds that permitted by applicable law, then the highest lawful rate. The inspection rights granted to you hereunder will not affect or alter the payment terms or the timing of your payment obligations. Time of payment is of essence. Under no circumstances will you have a right of set-off. You agree to indemnify EON for all collection costs incurred to recover amounts due, including, without limitation, attorneys' fees, court costs and other expenses.
3. **CREDIT** - All shipments made on open accounts are at all times subject to the approval of EON's credit department. We may invoice and recover for each shipment made pursuant to this Agreement as a separate transaction without regard to any other Order. All overdue amounts must be paid before additional shipments are made, and we reserve the right to cancel any Order or refuse to accept or fill any Order then outstanding until all overdue amounts are paid in full. In the event that we, in its sole and absolute discretion, deem your credit to be unsatisfactory, we have the right, in addition to any of its other remedies, to (a) limit the amount of credit that we extend to you and delay the delivery of Products based upon such limitations; (b) require full or partial payment in advance, (c) deliver Products to you C.O.D. or require another form of payment, (d) require you to submit written guarantees of payment satisfactory to us, or (e) cancel or refuse to accept or fill any Order from you then outstanding or thereafter placed.
4. **SHIPPING** - Unless otherwise agreed in writing by the parties, packaging methods, shipping documents and manner, route and carrier of shipment shall be at Seller's sole discretion. We typically ship by Standard (Ground) Service via UPS or Federal Express unless expedited shipment (3-Day, 2nd Day, Next Day, etc.) is required to meet your delivery requirements, or if you request a specific delivery speed or carrier. All shipping and handling charges will be added to your invoice, unless otherwise agreed. At your request, we will bill shipping charges directly to your account with a specific carrier. You will be responsible for and assume all risk and liability for loss, damage or destruction, as well as the results of any use or misuse by third parties who may acquire or use the Products after our delivery of the same to the carrier. We reserve the right to ship items in a single or multiple shipments. Our delivery or shipping dates are approximate only and merely represent our best estimate of time required to make delivery or shipment. Shipment dates are contingent on prompt receipt by us of all necessary shipping information. We are not responsible for failure to meet estimated shipping dates and will not be liable for any loss, cost, damage or expense whatsoever incurred by you or your customers that may result therefrom.
5. **QUOTATIONS & PRICES** - Quotations, prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and to confirmation by us. Such publications are maintained only as a source of general information. We have no obligation to sell or deliver Products covered by our quotation unless and until we issue an order acknowledgement form or upon the shipment of Products by us. Published Product prices do not include sales, use, excise, customs, value-added or similar taxes. Such taxes are your responsibility and will be invoiced as a separate item to be paid by you.
6. **ORDER CANCELLATION** - You may not cancel, alter or modify any Order shipped or acknowledged by us except as otherwise permitted herein or agreed to in writing by us. You will indemnify us for all costs and expenses already incurred and commitments made by us related to any terminated, cancelled or modified Order. Cancellation by you prior to shipment may be subject to reasonable cancellation and restocking charges, including reimbursement for direct costs. Notwithstanding any term to the contrary contained herein, a "Special Product" (non-stock product) will be identified and acknowledged when requested or ordered and cannot be canceled or returned. You will be responsible for cancellation charges of the actual selling price for any cancelled or returned Special Products.
7. **TITLE** - Title to the Products shipped to you shall remain with us as security until full payment for such Products is made by you. Loss or damage in transit is the responsibility of the carrier according to their terms, and it is your responsibility to inspect shipments for damage and file claims for loss with the carrier immediately upon receipt. We will assist in tracking a shipment and will provide information and guidance for filing claims against a carrier for lost or damaged items. You will indemnify us for all loss, liability, expenses, costs and damages relating to or arising from the Products prior to transfer of title to the Products pursuant to these Terms.
8. **RETURN POLICY** - A Return Material Authorization ("RMA") is required prior to returning Products for any reason. Contact us first at (800) 474-2490 regarding all returns. Non-warranty returns of unused and resalable Products for credit will be subject to our return policies in effect at the

time, including applicable restocking charges and other conditions of return. Currently, non-warranty returns of unused, as-new items that we regularly carry may be returned within 14 days of your receipt without incurring a restocking fee provided you have received a RMA from us. Products authorized for return remain your property until received at our facility. Custom orders may not be returned. Products returned under warranty must be properly packed and shipped to locations we specify. All shipping containers must be clearly marked per our instruction. You will be responsible for all costs and expenses associated with any returns of Products (other than products returned at our request pursuant to Section 9, below) and will bear the risk of loss or damage of all returned Products, unless we agree otherwise in writing. If we have made an error and you receive the wrong item from us and you notify us immediately, we will correct the error and pay standard shipping costs for the return and replacement.

9. **LIMITED WARRANTY** - We warrant to the original purchaser only, upon adequate proof of purchase, that products manufactured by us will be free from defects in materials and workmanship for a period of 12 months from the date of purchase (the "Warranty Period") if used under normal operating conditions and in accordance with instructions shown in our literature. EON's sole and exclusive liability and your sole and exclusive remedy under this limited warranty shall be, at EON's option, to repair or replace any such defective product. To submit a claim under this limited warranty, contact us at (800) 474-2490 promptly after discovery of the same, but in any case within the Warranty Period. We may request the return of an allegedly defective Product for inspection and issue a RMA for such return. You must ship the allegedly defected Product to us within sixty (60) days of any such request. Your failure to return such Products within this sixty (60) day period will void the warranty set forth in this paragraph, and we not have any further liability with respect to such Product. The remedies of repair and replacement are available only if our examination of such product discloses to our satisfaction that such defects actually exist and were not caused by your misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of normal usage, or by accident, fire or other hazard. Repair or replacement of a product does not extend the warranty period beyond the initial 12-month warranty period. **THE LIMITED WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.**

10. **LIMITATION OF LIABILITY** - IN NO EVENT WILL EON, ITS AFFILIATES, OFFICERS, AGENTS OR EMPLOYEES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING FROM THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFITS OR REVENUES, INTERRUPTION OF BUSINESS, LOSS OF USE OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, DAMAGE TO ASSOCIATED EQUIPMENT, MATERIALS, COMPONENTS OR PRODUCTS, COST OF SUBSTITUTE PARTS, OR CLAIMS OF BUYER'S CUSTOMERS FOR SUCH DAMAGES. WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, DAMAGE, OR INJURY TO PERSONS OR PROPERTY RESULTING FROM THE HANDLING, STORAGE, TRANSPORTATION, RESALE, OR USE OF ITS PRODUCTS IN MANUFACTURING PROCESSES, OR IN COMBINATION WITH OTHER SUBSTANCES, OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) ANY OBLIGATIONS OR LIABILITY ARISING OUT OF SELLER'S NEGLIGENCE OR FAULT. IN NO EVENT SHALL EON BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH ANY SALE IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY YOU AND GIVING RISE TO THE CAUSE OF ACTION.

11. **TECHNICAL DATA; PRODUCT USE** - All physical properties, statements and recommendations are either based on the tests or experience that we believe to be reliable, but they are not guaranteed. You are solely responsible for determining whether any Product is fit for a particular purpose and suitable for your method of application. We are not responsible for the results or consequences of use, misuse or application of its Products by anyone.

12. **OWNERSHIP OF INTELLECTUAL PROPERTY** - All drawings, know-how, designs, specifications, inventions, devices, developments, processes, copyrights and other information or intellectual property disclosed or otherwise provided to you by us and all rights therein (collectively, "Intellectual Property") will remain the property of us and our licensors or manufacturers and will be kept confidential by you in accordance with this Agreement. You will have no claim to, nor ownership interest in, any Intellectual Property, and such information, in whatever form and any copies thereof, shall be promptly returned to us upon our request. You acknowledge that no license or rights of any sort are granted to you hereunder in respect of any Intellectual Property.

13. **GOVERNING LAW; DISPUTES** - The laws of the State of Georgia, without regard to its conflicts of law principles or the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the purchase of products by you from us. You hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of Gwinnett County, Georgia or the United States District Court for the Northern District of Georgia with respect to such purchases and agree to waive any defenses to venue and jurisdiction including forum non conveniens. Notwithstanding the foregoing, we will have the right, and in addition to all other remedies available to us at law, in equity or under this Agreement, to affirmative or negative injunctive relief from a court of competent jurisdiction in the event you violates or threatens to violate the terms of Sections 11 or 12. Each party acknowledges that a violation of Sections 11 or 12 would cause irreparable harm and that all other remedies are inadequate. Notwithstanding any contrary statute of limitations, any cause of action for any alleged breach of these terms and conditions by you shall be barred unless commenced by us within one (1) year from the accrual of such cause or action.

14. **MODIFICATIONS** - We may modify these Terms in our sole discretion at any time without advising you in advance. We will post the latest version on our website and they will be effective as soon as they are posted. By placing an Order with us after such modifications have been posted, you accept and agree to be bound by such modified Terms.

15. **MISCELLANEOUS** - In addition to any excuse provided by applicable law, we shall be excused from liability for non-performance or delay in performance arising from any event beyond our reasonable control, whether or not foreseeable by you or us. In the event of the occurrence of any of the foregoing, the time for performance shall be extended for such time as may be reasonably necessary to enable us to perform. We may, during any period of shortage due to any of the above circumstances, allocate our available supply of Products among ourselves and its customers in such manner as we, in our judgment, deem fair and equitable. If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties and the remaining portions shall remain in full force and effect. All remedies of EON hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. Any failure by us to enforce or exercise any provision of this Agreement or our related rights shall not constitute a waiver of that right or provision. No assignment of any rights or interest or delegation of any obligation or duty of you under this Agreement may be made without our prior written consent. Any attempted assignment or delegation will be wholly void and totally ineffective for all purposes.