

## **PURCHASE ORDER TERMS AND CONDITIONS**

Section 1. Applicability. These terms and conditions (“Terms”) shall be read together with that certain Purchase Order by and between 55 Industries, LLC, a Florida limited liability company (“Buyer”) and [•] (“Seller”) (Buyer and Seller, each a “Party”, collectively the “Parties”) incorporated herein by reference (the “Order”), and together, constitute the sole and entire agreement of the Parties with respect to the Order for the goods specified on the face of the Order (“Goods”).

Section 2. Delivery. Seller shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the Parties (the “Delivery Date”) to the location determined by the Buyer (“Delivery Location”). Timely delivery of the Goods is of the essence. If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate the Order immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller’s failure to deliver the Goods on the Delivery Date, including, without limitation, any deposit(s) delivered to Seller in relation to the Order.

Section 3. Quantity. If Seller delivers less than 100% of the quantity of Goods ordered, Buyer may reject all Goods. Any such rejected Goods shall be returned to Seller at Seller's risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

Section 4. Title and Risk of Loss. Title passes to Buyer upon delivery of the Goods to the Delivery Location. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the Delivery Location. Buyer may, in its sole discretion, require that Seller obtain a Standby Letter of Credit in the amount of the total price as listed on the Order. Buyer may require Seller to provide proof of the Standby Letter of Credit.

Section 5. Amendment and Modification. No change to these Terms or the Order is binding upon Buyer unless it is in writing, specifically states that it amends these Terms and is signed by an authorized representative of Buyer.

Section 6. Inspection and Rejection of Nonconforming Goods. The Buyer has the right to inspect the Goods on or after the Delivery Date. Buyer, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer has the right, effective upon written notice to Seller, to: (a) rescind the Order in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate the Order. Any inspection or other action by Buyer under this Section shall not reduce or otherwise affect Seller's obligations under the Order, and Buyer shall have the right to conduct further inspections after Seller has carried out its remedial actions.

Section 7. Governing Law. [FOR DOMESTIC AGREEMENTS: The Buyer and Seller agree that any dispute or controversy arising out of, relating to, or in connection with the interpretation, validity, construction, performance, breach, or termination of the Agreements will be exclusively resolved in state or federal courts located in the State of Florida; and each Party hereby consents to both the exclusive jurisdiction and venue of the state and federal courts located in the State of Florida. These Terms shall be governed by and interpreted in accordance with the laws of the State of Florida without regard to its conflicts of law principles.] [FOR INTERNATIONAL AGREEMENTS: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be determined by arbitration administered by the International Centre for Dispute Resolution in accordance with its International Arbitration Rules.] This Bill of Sale shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.]