



41600 Wolverine Road Shawnee, OK 74804 ~ Telephone 405-275-4850

Standard Terms and Conditions of Sale

These Standard Terms and Conditions of Sale ("Terms") govern the conditions under which Bison Metals Technologies, LLC ("Bison") will sell products to customer ("Customer").

These Terms supersede any inconsistent terms and conditions in any documentation submitted by or on behalf of Customer to Bison. No change, addition, or modification of any of these Terms shall be valid or binding unless agreed to in writing. **Bisons' acceptance of any purchase order, or sale of products to Customer, is expressly limited to, and expressly made conditional on, Customer's acceptance of these Terms. Bison objects to any different or additional terms.**

1. Compliance with Laws. Customer and Bison shall adhere to all applicable federal, state, and municipal laws, rules and regulations.

2. Credit Approval. All orders are subject to current credit approval. From time to time, Bison may review Customer's creditworthiness. Customer agrees to provide Bison with all credit information reasonably requested, and Customer represents and warrants to Bison now, and each time Customer places an order, that all information Customer has provided is true and correct, and that Customer has not omitted any information necessary to make the information not misleading. Bison may refuse to accept any order, or refuse shipment, if Customer does not meet Bisons' current credit requirement, or if Customer does not timely pay its invoices.

3. Limited Warranty – Bison warrants for twelve months after shipment that the products covered hereunder will conform strictly to the specifications provided by Bison, and that upon payment, title to the products shall be transferred to Customer free and clear of all liens. In the event of a breach of warranty, Bison will, without cost to the Customer, at Bisons' option, either (i) furnish replacement product or (ii) grant a credit to Customer's account in the amount of Customer's net purchase price of such defective product. Defects in the products caused by third parties, acts of God, and abnormal use of the products unrelated to Bisons' activities are specifically excluded from the coverage of this warranty. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ALL OTHER REMEDIES. THESE ARE THE ONLY REMEDIES OF CUSTOMER FOR ANY BREACH OF WARRANTY OR OTHER CLAIM. BISON'S TOTAL LIABILITY ARISING OUT OF THE SUPPLYING OF PRODUCTS, OR THE USE OF THE PRODUCTS, WHETHER FOR BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY CUSTOMER TO BISON FOR THE PRODUCTS, AND IN NO CASE SHALL BISON BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.**

4. Proposition 65. If the Customer chooses to sell Bisons' product(s) to a manufacturer, producer, packager, supplier, distributor, customer, retailer, or any other business entity, that will introduce any concentration of Bisons' product(s) into the stream of commerce in California, it is solely the Customer's responsibility, and in no way Bisons' responsibility, to ensure that the California consumer receives a warning, if necessary, prior to exposure to Bisons' product(s), that meets the requirements of California's *Safe Drinking Water and Toxic Enforcement Act of 1986* ("Proposition 65"), as amended, including, but not limited to, Section 25249.6 of the California *Health and Safety Code*.

5. Terms of Order and Payment. The Standard terms are as follows:

5.1. Standard payment terms are net-15 from the date of shipment, unless otherwise negotiated. No claim, defense, set-off, or counterclaim shall be asserted against payment due.

5.2 Late payment charge of 2% monthly compounded implemented on payments not received within net 15 of invoice date (or negotiated term date).

5.3 Products sold by Bison are shipped f.o.b. (freight collect), unless otherwise negotiated.

5.4 Unless indicated otherwise, fabrication charges are firm for 30 days of the date of quotation.

5.5 Other additional charges that are not included in the price include but not limited to: metal surcharges, packaging upgrades, expedite processing fee, "metal firm" fee, exact order fee, minimum order quantity fee, warehousing fee, and customization specifications fee.

5.6 Order Cancellations or Changes: Within four-weeks ("frozen period") of the scheduled shipment date, orders cannot be changed or canceled without written authorization from Bison. Bison reserves the right to invoice Customer for all products produced and ready for shipment within the frozen period which are held or delayed at Customers' request.

6. Hardship. If raw material and/or other commodity prices increase the product costs or transportation significantly, Bison reserves the right to pass on the entire cost of the increase, or some portion thereof, in the form of a surcharge for as long as the conditions persist.

7. BMT Remit Changes. Any changes to remit information including bank account changes, address changes must be verified with BMT Accounting. Customers are required to confirm BMT remit changes using three sources of communication from Bison including: 1) A phone call from the Customer to Bison Accounting, 2) a written letter request / confirmation, and 3) finally an email confirmation of the requested change. To avoid negative financial impact use the process outlined above. BMT will not be held responsible for Customer payments issued to invalidated accounts.

8. Force Majeure. In the event either Customer or Bison is unable to perform its obligations, either in whole or in part, under these Terms as a result of an Act of God, or any other condition or cause beyond its reasonable control (these causes being referred to as "Force Majeure"), the quantities so affected shall be eliminated from these Terms without liability, but these Terms shall otherwise remain unaffected.

9. Severability. If the final judgment of a court of competent jurisdiction declares any portion of these Terms to be invalid or unenforceable, then these Terms shall be modified to the minimum extent necessary to bring the remainder of these Terms into compliance.

10. Non-Waiver. Failure of Bison or Customer to exercise any right under these Terms on one occasion shall not be deemed a waiver of its right to exercise the same right on another occasion.