

## **Company - General Terms**

### Payment, Freight, Taxes & Duties

**Payment Terms:** Unless otherwise stated, standard payment terms are 50% down payment when placing a purchase order and 50% before shipping. All payments are to be made directly to Eagle X Pro LLC ("**EXP**"), either by check, credit card or via wire transfer, with wire transfer instructions available upon request.

**Purchase Orders:** All Purchase Orders are subject to acceptance by EXP and are not binding on EXP unless or until confirmed in writing by EXP;

**Freight and risk of Loss:** Unless otherwise stated, (a) all Equipment/Products are sold FOB Factory EXP's facility, Nevada, and (b) Customer has title to the Equipment/Products, and the risk of its loss or damages is on the Customer, from and after the time the Equipment/Products leaves EXP facility, (c) Delivery/Dispatch may be made in one lot or in several lots at our option and when made, in several lots, invoices will be made out by EXP representing approximately the price of each lot and the amount of any such invoices will not be disputed as long as the total of all invoices does not exceed the total contract price.

**Technical Advice:** Upon request we will furnish technical advice to the Customer regarding the use of our Equipment/Products, but only on the understanding that we assume no obligation or liability for such advice or the results obtained there from and that such advice is given and accepted at Customer's risk.

**Taxes & Duties:** Unless otherwise stated, the purchase price does not include taxes or duties. The Customer agrees to reimburse any tax or duty incurred by EXP, upon the sale, transportation, or purchase of the Equipment/Products sold hereunder.

**Intellectual Property:** Customer acknowledge EXP's sole and exclusive right, title and/or interest in any and all designs, names and/or trademarks associated with the EXP's name or brands – Eagle X Pro and/or any other name or brand associated with EXP, including the registered trademark, Sterionizer. In addition, all patents, copyrights, business models, technical information, know-how including existing and future inventions, improvements, discoveries, technologies, ideas, trade secrets, software, processes, Products, procedures, designs, systems, specifications, recipes, formulas, preparation methods, developments, devices or methods (whether patented or able to be patented and whether or not reduced to practice), service marks, database rights (whether registered or unregistered) and all registrations and applications for registration related thereto and all other intellectual or industrial property rights, now existing or subsisting or hereafter developed or arising anywhere in the world regarding EXP's business and/or any other intellectual property right, which has been, was or will be invented and/or implemented and/or created and/or performed and/or written regarding EXP's business and/or Brand shall be the sole property of EXP (collectively, the "**Intellectual Property**"); Customer acknowledges that it has no rights, title or interest to the Intellectual Property and/or Product, apart from the right to use such

Intellectual Property as is provided by EXP to the Customer with regard to the promotion of the Product as set forth explicitly in this Agreement.

**Limitation of Liability:**

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ARISING OUT OF OR IN CONNECTION WITH ITS AND/OR THE PRODUCT'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**General:** (1) We hereby reserve the right to make without notice modification in terms, specifications, designs or materials as it may be deemed necessary or desirable by experience; (2) The Purchaser shall not assign or in any way transfer any of its rights or obligations hereunder to any other person(s) and/or entity and/or any third party without EXP's prior written consent; (3) These Terms shall be governed and construed in accordance with the laws of the State of Nevada. Both parties also agree to submit to the exclusive venue and jurisdiction of the courts of the State of Nevada for any litigation pertaining to this Agreement; (4) If any provision of These Terms, including any limitation of liability, is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect; (5) At the time of placement of order by customer to EXP, the customer indicates his assent to the above terms as the sole & exclusive terms of the agreement between EXP and customer; (6) This Agreement shall apply unless other agreement was signed by EXP and customers.