



TERMS AND CONDITIONS OF SALE

1. Agreement

By submitting a Purchase Order to Garrison Walker Group, Inc. ("Seller"), the buyer ("Buyer") agrees to be bound by these Terms and Conditions of Sale ("Agreement"). This Agreement is incorporated by reference into all Purchase Orders received by the Seller and governs the sale of goods by the Seller to the Buyer.

2. Pricing

Prices for goods shall be as stated in the Seller's quotation or as otherwise agreed in writing by both parties. All prices are subject to change without notice and will be established at the time of the Seller's acceptance of the Buyer's Purchase Order.

3. Payment Terms

Payment is due within thirty (30) days from the date of the invoice unless otherwise specified in writing. If not otherwise specified, the price for the goods will be the price listed in Seller's price list in effect at the time of delivery.

4. Late Payment

Any amount not paid when due will be subject to interest at a rate equal to 1.5% PER WEEK compounded daily from the date due until the date paid.

5. Delivery

Delivery of goods will be made per the delivery terms agreed upon. The Seller will make commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule.

6. Risk of Loss

The risk of loss or damage to the goods passes to the Buyer upon delivery of the goods to the carrier, irrespective of whether the carrier was selected by the Buyer or the Seller.

7. Warranties

The Seller warrants that the goods sold hereunder shall be free from defects in material and workmanship for a period of one year from the date of delivery to the Buyer or such other period as indicated in writing by the Seller.

8. Returns

Goods may only be returned by the Buyer with the prior written approval of the Seller and in accordance with the Seller's return policies in effect at the time, including, without limitation, return within a certain number of days, in original packaging, and subject to restocking fees.

9. Limitation of Liability

In no event shall the Seller be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including, but not limited to, loss of profits, loss of use, or loss of data, whether in an action in contract, tort (including, but not limited to, negligence), or otherwise, arising out of or in any way connected with the use of the goods, even if the Seller has been advised of the possibility of such damages.

10. Force Majeure

The Seller shall not be liable for any delay or failure to perform its obligations due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

11. Governing Law

This Agreement and all Purchase Orders incorporating this Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

12. Modifications

This Agreement may only be modified in writing signed by an authorized representative of each party.

13. Severability

If any provision of this Agreement is found by a competent court to be unenforceable, the other provisions shall remain in full force and effect.

14. Entire Agreement

This Agreement constitutes the entire agreement between the Buyer and Seller and supersedes all previous agreements, representations, and understandings, whether oral or written, between the parties regarding the subject matter hereof.