



# TERMS OF SALE

Centro, Inc. and any of entities owned or operated by Centro Inc. as seller, hereby expressly disclaims and purchaser expressly waives all warranties, either express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Centro, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the goods specified applicable to such goods. It is expressly understood and agreed that Centro, Inc. shall have no liability whatsoever for any incidental or consequential damages as applicable by law.

**WARRANTY** (a) PRODUCTS, OR COMPONENTS THEREOF, SUPPLIED BY ANY OTHER PARTY TO CENTRO INC. ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND COPIES OF SUCH WARRANTIES WILL BE FURNISHED UPON REQUEST. EXCEPT AS PROVIDED TO THE CONTRARY IN WRITING HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR USE OR FOR ANY OTHER MANNER. NO ORAL WARRANTIES OR REPRESENTATIONS ARE BINDING UNLESS MADE IN WRITING. PURCHASER RECOGNIZES THAT CENTRO, INC. IS NOT THE MANUFACTURER AND THAT CENTRO, INC. ISSUES NO WARRANTIES AS THE MANUFACTURER AND IS NOT LIABLE UNDER ANY MANUFACTURER'S WARRANTY.

(b) Centro, Inc. will provide assistance in handling such warranty claims but the purchaser will be responsible for shipping products claimed defective to the manufacturer with transportation charges prepaid. Purchaser's remedies for breach of warranty against the manufacturer are limited to the remedies available under the manufacturer's warranties.

(c) Centro, Inc. is authorized by some manufacturers to handle warranty claims. On these products, Centro, Inc. reserves the right to inspect products claimed defective under warranty either at Purchaser's location or at Memphis, Tennessee. A defective product is not to be returned to Centro, Inc.'s distribution centers unless authorized by Centro, Inc. Products so returned shall be returned to Centro, Inc.'s distribution centers, freight prepaid. Any product proving defective in material or workmanship within the warranty of the manufacturer will be replaced or repaired free of charges, F.O.B. Centro, Inc. distribution centers, Memphis, Tennessee. Centro, Inc. assumes no liability for labor charges incidental to the adjustment service, repairing, removal or replacement of the product or other costs, or for the expense of repairs made outside of its factory except when made pursuant to Centro, Inc.'s prior written consent. Centro, Inc. at its option may ship a replacement or replacements immediately under standard billing and make warranty adjustment after inspection of the defective product by means of credit memorandum.

**GENERAL** The following terms and conditions, including those on the front of this document, shall constitute the entire Agreement for the purchase and sale of Centro, Inc.'s products. **ANY ACCEPTANCE CONTAINED HEREIN IS MADE EXPRESSLY CONDITIONAL UPON THE PURCHASER'S ASSENT TO THE TERMS, WHICH ARE DIFFERENT FROM, IN ADDITION TO, OR VARY THE TERMS CONTAINED IN THE PURCHASER'S PURCHASE ORDER OR REQUEST FOR QUOTATIONS.** Such assent shall be deemed to occur upon the failure of the Purchaser to object in writing specifically to such term or terms within 14 days from the receipt hereof. Any terms and conditions contained in the Purchaser's purchase order or request for quotation which are different from, in addition to, or vary from Centro, Inc.'s terms and conditions shall not be binding upon Centro, Inc. and Centro, Inc. hereby objects thereto. Centro's invoice terms are Net 30, Late Payment: one ½ percentage per month service charge, not to exceed any statutory or constitutional limit. Failure to timely pay an invoice will entitle Centro to all collection costs, including but not limited to, attorney's fees and costs. Freight terms are Prepaid & Add, F.O.B. Factory.

**CHANGES** Prior to the date of delivery of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Centro, Inc. receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefore as determined by Centro, Inc.

Changes which interfere with or alter Centro, Inc.'s delivery schedules will not be acceptable unless the time for performance is extended for such period as deemed necessary by Centro, Inc. Failure of Centro, Inc. to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order except upon payment of a cancellation charge to be determined by Centro, Inc.

**CANCELLATION** (a) Centro, Inc. shall have the absolute right to immediately cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, the insolvency or bankruptcy of the Purchaser, initiation of any insolvency or dissolution proceeding by or against Purchaser, commission by Purchaser of any unlawful, fraudulent, deceptive, or criminal act in relation to this Agreement. Centro, Inc. shall have the absolute right to cancel this Agreement for any

(b) A purchase order or any part thereof which is hereby accepted by Centro, Inc. may not be cancelled unless and until fifteen (15) days after Centro, Inc. receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon request of a notice of cancellation, Centro, Inc. shall be entitled to take whatever action deems necessary and advisable to minimize cancellation charges. A purchase order that is custom or non-standard or that is noted as "non-cancellable" will not be cancellable by the Purchaser.

**DELAYS** Centro, Inc. shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, prior sale from Centro or vendor inventory, fires, floods, storms, and other acts of God, accidents, strikes, insurrection, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Centro, Inc. to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

**LIMITATION OF LIABILITY** No claim made, hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Centro, Inc. shall under no circumstances be liable for consequential damages.

**INDEMNIFICATION** Centro, Inc. will not indemnify Purchaser for any claims arising from or relating to any transaction or product. Centro, Inc. owes no duty to Purchaser to indemnify Purchaser for any claims whatsoever regardless of any provisions or terms in Purchaser's documents.

**INSURANCE** Centro, Inc. has no duty or requirement to obtain any type of insurance apart from that required by law. Centro, Inc. has no duty or requirement to obtain insurance of a certain amount or name Purchaser as an insured under any policy. Centro, Inc. shall have no duty or requirement to maintain insurance after Centro, Inc.'s dissolution, merger with another entity, or any other act resulting in the non-existence of Centro, Inc.

**CONFIDENTIALITY** These Terms of Sale as well as any terms or documents shall not be confidential. If Purchaser uses or produces any terms or documents that assert a confidentiality provision, Purchaser agrees unequivocally and without qualification that Purchaser's terms or documents or any other thing produced in relation to this sale may be shared with the manufacturer or agent or distributor of the product sold to Purchaser.

**FINANCIAL RECORDS; CONFLICT OF INTEREST; GOVERNMENT CONTACT; AND AUDIT** Except to the extent required by applicable laws, Centro, Inc. will have no duty or requirement regarding maintaining financial records, avoiding conflicts of interest, refraining from governmental contact, or submit to any audit by Purchaser or a third-party.

## MISCELLANEOUS

- a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Centro, Inc. and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.
- b) Centro, Inc.'s failure to insist, in any instance, upon the performance of any term or terms of the Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.
- c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purpose by written notice to the other party.
- d) Purchase cannot assign any of the Parties' rights or duties without the written consent of Centro, Inc.
- e) These Terms of Sale and the agreed product, design, price, and quantity set forth the entire agreement between the Parties and supersede all prior communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No amendment will be made to the Parties' agreement unless in writing and signed by Centro, Inc.
- f) No failure, delay or indulgence given by Centro, Inc. in exercising any of its rights or remedies under these Terms of Sale shall be deemed to be a waiver of that right or remedy nor shall it operate to bar the exercise or enforcement of it at any time(s) thereafter.
- g) None of the terms endorsed upon, delivered with or contained in any of Purchaser's documents (including quotations, invoices, price lists, receipts and specifications) shall be binding on Centro, Inc. or shall modify or supplement these Terms of Sale, regardless of any provision to the contrary in such documents, and Purchaser waives any right which it otherwise might have to rely on such terms and acknowledges that any terms in any of its documents shall have no force or effect.
- h) To the extent any law places on Centro, Inc. any type of duty, requirement, or responsibility, such duty, requirement, or responsibility shall not create or impart on Purchaser any third-party party benefit unless expressly provided for by the law.
- i) Centro, Inc. is an independent contractor and no agreement or transaction shall be construed as creating a partnership or joint venture with Purchaser or Purchaser's affiliates.
- j) Centro, Inc. shall not be liable for any delay in or inability to complete the performance of the Parties' agreement because of any unforeseen circumstances beyond either party's respective control, such as acts of God; industrial conflicts (including without limitation strikes, lockouts, and work interruptions); government rules, regulations, suspensions or requisitions of any kind; fires; casualties or accidents.
- k) These Terms of Sale are binding on Centro, Inc. as well as Purchaser's subsidiaries, parent companies, sister companies, successors-in-interest, and any affiliate.
- l) Purchaser's remedies are limited to Centro, Inc. and do not extend to Centro, Inc.'s officers, directors, or shareholders.
- m) These Terms of Sale and any dispute or claim arising out of or in relation to it shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Tennessee, without regard to its choice of law rules. Any lawsuit or mediation shall occur in Shelby County, Tennessee.
- n) Any and all intellectual property created by Centro, Inc. in relation to any order or purchase shall remain the sole and exclusive property of Centro, Inc. Centro, Inc. will not assign any intellectual property it develops unless separately negotiated and agreed upon in writing by the Parties and signed. To the extent Centro, Inc. must use in any of Purchaser's intellectual property, Purchaser indemnifies Centro, Inc. against any claims, including without limitation settlements, judgments, awards, attorney's fees and costs, by any third-party claiming an interest in Purchaser's purported intellectual property.
- o) The paragraph headings in this Agreement are used for convenience only. They form no part of this Agreement and are in no way intended to alter or affect the meaning of the Agreement.

July 27, 2015