

**DRUV INTERNATIONAL LLC**  
**TERMS AND CONDITIONS OF SALE**

1. Scope. These terms and conditions of sale (these “Terms”) apply to all sales of products (the “Products”) by Druv International LLC, a California corporation (“Seller”) to buyer of the Products (“Buyer”). These Terms (along with the specific terms of the attached purchase order) constitute the complete and entire agreement between the parties relating to the subject matter hereof, and supersede any and all prior and contemporaneous other terms or conditions, whether oral or written, including negotiations, prior quotations and purchase orders between the parties. These Terms may be modified only by a writing signed and approved by an authorized representative of Seller. Seller’s failure to object to any term or condition contained in any communication from Buyer (including in any purchase order) shall not be deemed a waiver or modification of these Terms. These Terms shall not be modified, supplemented, qualified or interpreted by any trade usage or prior course of dealing.

2. Orders. Subject to Section 1, a contract between Seller and Buyer shall be formed only upon Seller’s written acceptance of Buyer’s order or shipment of Products to Buyer pursuant to Buyer’s written purchase order. If Seller accepts by shipment, then the acceptance shall only be for the quantity shipped. No cancellations by Buyer shall be allowed within 90 days before the scheduled ship date. If Buyer cancels a portion of an order, the balance of that order, shipped and unshipped, will be repriced to reflect the appropriate volume price.

3. Title and Delivery.

3.1 Title and Risk of Loss. Delivery is FOB Seller’s point of shipment for deliveries inside the domestic United States and FAS (Incoterms 2000) for international deliveries (“Delivery”). Seller may exercise Seller’s own discretion in selecting the method of shipment. The risk of loss passes to Buyer upon delivery to the carrier at Seller’s point of shipment. Seller retains title to the Products until Seller has received payment in full of all sums due in connection with the sale of Products to Buyer. Seller hereby reserves and Buyer hereby grants to Seller a purchase money security interest in the Products sold and the proceeds thereof, including accounts receivable, until Buyer pays Seller the purchase price in full.

3.2 Shipment and Delivery. Any scheduled ship date quoted is approximate and not the essence of the contract. Claims of late delivery are barred unless made prior to receipt of Products. Buyer’s sole remedy for delay in or failure to deliver shall be cancellation of the applicable order.

4. Pricing. Seller reserves the right to increase prices for any unshipped Products if the cost to Seller for supplies, raw materials, labor or services, whether resulting from governmental action or any other cause beyond Seller’s control. The prices quoted on the attached purchase order shall be valid only for the period of time there indicated. All prices are exclusive of transportation, insurance, taxes, duties and other charges related thereto. Such charges, when applicable, will appear as separate items on the invoice unless Seller receives a certified tax exemption from Buyer prior to shipment. Buyer agrees to indemnify, defend and hold Seller harmless from any loss or expense arising out of or related to Seller’s reliance on any tax exemption provided by Buyer.

5. Payment. Except as otherwise specifically designated on the invoice, payment shall be due and payable within 30 days from the date of the invoice. Seller reserves the right at any time to modify or withdraw any credit extended to Buyer. If in Seller’s sole discretion, the financial condition of Buyer at any time does not justify the applicable terms of payment, Seller may require full or partial payment in advance of any shipment of Product. If Buyer becomes delinquent in any payment to Seller, Seller has the right to suspend performance until such delinquency is corrected. Regardless of any statement appearing on a check in payment for Product, Seller’s acceptance of such check shall not constitute a waiver of Seller’s right to pursue the collection of any remaining balance. Seller reserves the right to charge a late fee on late payments at the lesser of one and 1.5% per month or the maximum rate allowable by law, together with Seller’s costs of collections including attorneys’ fees.

6. Acceptance. Use of the Products by Buyer or its agents, or the failure by Buyer to reject the Products within 5 days following Buyer’s delivery of such Products shall constitute acceptance by the Buyer. Buyer may only reject the Products if the Products do not conform to the mutually agreed upon specifications therefor or if no such specifications exist, then the specifications then generally provided by Seller to the public regarding the Products.

7. Seller’s Limited Warranty and Limitation of Liabilities.

7.1 Limited Warranty. For a period of 90 days after shipment, Seller warrants that each Product, unmodified and under normal conditions, will substantially comply with Seller’s applicable written specifications for the Product. Seller reserves the right to make substitutions and modifications from time to time in the specifications of Products sold by Seller, provided that such substitutions or modifications do not materially affect overall Product performance.

7.2 Limitations. EXCEPT FOR SELLER’S LIMITED WARRANTY SET FORTH IN SECTION 7.1 ABOVE, SELLER SPECIFICALLY DISCLAIMS

ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, OF MERCHANTABILITY AND AGAINST INFRINGEMENT. THE EXPRESS WARRANTY IN SECTION 7.1 ABOVE SHALL EXTEND TO BUYER ONLY AND NOT TO BUYER’S CUSTOMERS OR ANY THIRD PARTY. NO PERSON IS AUTHORIZED TO MAKE ANY WARRANTY OR REPRESENTATION ON BEHALF OF SELLER CONCERNING THE PRODUCTS OTHER THAN THE LIMITED WARRANTY EXPRESSLY SET FORTH IN SECTION 7.1. BUYER WILL BE SOLELY RESPONSIBLE FOR AND WILL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, COSTS AND EXPENSES RELATED TO ANY WARRANTIES WITH RESPECT TO THE PRODUCTS OTHER THAN THOSE SET FORTH IN SECTION 7.1 OR ANY USE OF THE PRODUCTS OR RESALE OF THE PRODUCTS.

7.3 Liability. With respect to any claims asserting breach of the limited warranty set forth in Section 7.1, Seller’s exclusive liability and Buyer’s sole remedy, is at Seller’s option, to replace the defective Product or to issue credit to Buyer for the purchase price of the Product (without interest), provided that prior to any replacement or credit the following conditions are satisfied: (i) Seller is promptly notified in writing by Buyer upon discovery of any such default; (ii) Buyer provides Seller with a brief statement explaining the alleged defect; and (iii) Seller’s examination of such Product shall disclose to Seller’s satisfaction that such failures did not arise as a result of misuse, abuse, improper application, alteration, or accident, or negligence in use, storage, transportation or handling by anyone other than Seller. Any replacement Product will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Seller shall in no event be responsible for any labor costs, or otherwise, incurred by Buyer incident to the replacement of any defective Product.

7.4 SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY NATURE INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS TO CUSTOMERS, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, SALE, USE, PERFORMANCE OR FAILURE OF THE PRODUCTS, WHETHER SUCH LIABILITY ARISES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN. IN NO EVENT WILL SELLER’S LIABILITY TO BUYER ARISING OUT OF OR RELATING TO THESE TERMS EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THE PRODUCT THAT GIVES RISE TO THE CLAIM.

8. Default. If Buyer becomes insolvent, bankrupt, makes an assignment for the benefit of its creditors or is otherwise unable to meet Buyer’s obligations as they come due, Seller may decline to make further shipments without in any way affecting Seller’s rights under these Terms. If, Seller elects to continue to make shipments, Seller’s action shall not constitute a waiver of any default by Buyer or in any way affect Seller’s legal remedies of any such default.

9. Assignment. Buyer shall not assign Buyer’s order or any interest in or any rights hereunder without the prior written consent of Seller.

10. Confidentiality. Buyer acknowledges that Buyer may gain access to trade secrets and confidential information of Seller. At all times Buyer agrees not to disclose Seller’s trade secrets or confidential information to any third party without the express written consent of Seller. Buyer further agrees to undertake all steps necessary to maintain the secrecy of Seller’s trade secrets and confidential information.

Miscellaneous. All notices, authorizations, and requests shall be deemed given on receipt. These Terms shall be governed by the laws of the State of California without reference to that state’s choice of law provisions. The California state courts of Santa Clara County, California or the United States District Court for the Northern District of California shall have exclusive jurisdiction and venue over any dispute arising out of this Agreement, and each party hereby consents to the jurisdiction and venue of such courts. All waivers of the exercise any remedy or option provided herein, or to require any performance by Buyer must be in a writing signed by Seller. If any provision of these Terms is declared invalid, illegal or unenforceable, all remaining provisions shall continue in full force and effect. Nonperformance of either party, except for the making of payments, shall be excused to the extent that performance is delayed or rendered impossible by any reason where failure to perform is beyond the reasonable control of the non-performing party.