

Applicability of Terms and Conditions

These Terms and Conditions govern all sales by WB Manufacturing, LLC and McCown Technology Incorporated herein referred to as "us" or "we", 8400 North, SR-36, Lake Point, Utah, USA. Terms and Conditions contained in Buyer's purchase order or any other document that are different from or in addition to these Terms and Conditions are objected to, are rejected, and will not be binding on us. Buyer will be deemed to have agreed to these Terms and Conditions by issuing a purchase order number and upon receipt from us of a written acknowledgement of Buyer's placement of an order. Notwithstanding the foregoing, if we at Buyer's request, commence performance in any way prior to receipt by Buyer of our written acknowledgement, Buyer's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences. If for any reason, our Quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Buyer's acceptance of items delivered by us or any other performance by Buyer or by us. We will proceed to sell items only if Buyer assents to these Terms and Conditions.

Application Disclaimer

Any such use of products sold by us is at Customer's sole risk.

Jurisdiction and Venue

Customer agrees that any legal action brought against us shall be governed by the laws of the State of Utah without regard to its conflict of law principles. Customer agrees that the sole jurisdiction and venue for any litigation arising from any purchase shall be an appropriate federal or state court of competent jurisdiction located in Tooele County, Utah.

Limitation of Liability

In no event shall we, our Directors, Officers, Employees and Representatives be liable for indirect, special, incidental, consequential, punitive or other damages including but not limited to loss of use, loss of data, loss of business income or profits or breach of implied warranties of any kind arising out of the purchase, use or performance of the Products, whether or not it has been advised of the possibility of such damages. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Remedies and Limitations on Remedies

In the event of any material breach of the warranty, we will, at our sole option, credit Buyer's account or repair any defective goods or furnish a replacement part or goods, all subject to Buyer providing written notice of the alleged breach within the time required. The remedies set forth herein shall be the sole and exclusive remedies available to buyer so that our credit of Buyer's

account or repair or replacement is a fulfillment of all our obligations. We shall not be liable for any special, consequential, incidental or punitive damages of any kind, nor under any circumstance shall we be liable for damages beyond the price of the goods purchased by Buyer, whether in contract, in tort or under any warranty or other use. We shall not be liable for any shipping or transportation costs nor any removal or installation costs.

Order Acceptance

Your receipt of an email or other form of order confirmation does not constitute our acceptance of your order or a confirmation of an offer to sell. We reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. All orders are subject to review and acceptance by us. Verification of information may be required prior to the acceptance of any order.

Pricing and Specifications

All prices and specifications are subject to change without notice. We reserve the right to change pricing, products and specifications, or discontinue items at our sole discretion for any reason whatsoever including, but not limited to changing market conditions, product discontinuation, component unavailability, manufacturing cost changes and errors in advertisements. Furthermore we will not accept returns, for any reason, of discontinued items.

Returns

Customers wishing to return products must first obtain a Return Material Authorization (RMA) number from a Customer Service representative. This number must be printed on the outside of the package in order for it to be received and processed. Merchandise must be shipped prepaid. We will determine if credit will be issued upon evaluation of the product and packaging after it's returned to us. Other details concerning returns are as follows:

Stock Item Returns

Items ordered in error must have a Return Material Authorization (RMA) number issued within 30 days of the original order. These parts are eligible for full credit only if the returned products and packaging are in mint and salable condition and are not discontinued items. A repackaging/restocking charge not to exceed 25% of the sale price may be charged on any products not returned unopened. Under no circumstances will credit be issued after 30 days from date of invoice or for orders exceeding \$500.00 in total value. All freight charges are the responsibility of the customer.

Shipping and Processing

All orders are shipped FOB our plant in Lake Point, UT. The minimum shipping and processing charge for domestic ground shipments is \$10.00. Domestic ground C.O.D.: \$20.00. Canadian ground shipments: \$20.00. Outside the USA and Canada: \$25.00.

Tolerances and Variations

Except in the particulars specified by Buyer and agreed to in writing by us, the goods being sold to Buyer will be produced in accordance with our standard practices. All goods, however, including those produced to meet an exact specification, will be subject to tolerance and variations consistent with good manufacturing practices in regard to dimension, weight, section, composition, mechanical and electrical properties; to normal variations in surface and internal conditions and in quality; and to deviations from tolerances and variations consistent with practical testing and inspection methods.

Warranty

We warrant our manufactured products and assemblies for a period of one year from time of purchase. These products are warranted against defects in workmanship or materials under normal use. We cannot warranty our products in case of misuse, acts of God, or consequential damage. Alteration of product cancels all warranties. Under no circumstances will we be responsible for any damage beyond the replacement cost of the defective merchandise. We reserve the right to repair or replace any products that are returned under warranty. Products distributed by us carry the warranty of the respective manufacturer only. This warranty applies to the original purchaser only and is not transferable. This limited warranty covers normal use. The limited warranty does not cover damage incurred during shipment, caused by impact with other objects, dropping, immersion in liquid; service by anyone other than us, use not in accordance with instructions, accident, abuse, misuse, natural disasters such as flood, fire, earthquake or lightning, power surges and problems caused by use of power supplies not supplied by us. Warranty coverage will not apply in the event the serial number or brand-name has been removed, altered or defaced. **EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES NOT STATED HEREIN.** Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

Now, with all the weasel wording out of the way, here is what you can expect: We stand behind our products and if you are not an ass about it, you will probably be satisfied with how we make things right. In the past, certain parties have taken advantage of our desire to make things right, so we now have a much longer warranty. Be nice and we will probably also be nice.

Chuck McCown