

Definitions

- 1.1 "Agreement" means the Terms of Trade, which is incorporated into the sales order.
- 1.2 "Company" means Eco Outdoor CA, Inc., its successors, assignees and any person acting on behalf of Eco Outdoor CA, Inc., and who has the actual authority of Eco Outdoor CA, Inc..
- 1.3 "Conforming Goods" means all Goods that are in accordance with the obligations under the sales order.
- 1.4 "Customer" means a person who buys or contracts to buy goods with the Company. If there is more than one Customer, the term "Customer" is a reference to each Customer, jointly and severally.
- 1.5 "Goods" means all Goods and Services sold, delivered, or supplied by the Company to the Customer.
- 1.6 "Non-conforming" or "Non-Conformity" includes but is not limited to Goods that contain any defect, damage, shortage in quantity or which fails to comply with the obligations under the sales order.
- 1.7 "Price" means the amount indicated on the accepted sales order that is provided by the Company to the Customer.

Acceptance

2.1 Terms of Trade Agreement. Please ensure your sales order is correct. Upon acceptance of order pursuant to Section 2.2 of this Agreement, a binding contract between the Customer and the Company shall be formed. The Customer and the Company are immediately bound, jointly and severally by the terms of the sales order and the terms of trade incorporated therein.

2.2 Acceptance of Order. Acceptance of order shall be upon (1) the Company's receipt and acceptance of an official purchase order from the Customer; (2) the Customer's receipt of the sales order with the Terms of Trade incorporated therein; (3) the Company's receipt of fifty percent (50%) of the purchase price (deposit).

2.3 Acceptance of Goods. Customer will have accepted Goods when the Goods are delivered to the Customer (pursuant to Section 4.2 of this Agreement) and the Customer (1) signifies to the Company the Goods are conforming or the Customer will take them despite the Goods Non-conformity, or (2) if the Customer fails to comply with Section 5.1 of this Agreement.

Terms

3.1 Price. The price of the Goods as stated on the sales order does not include delivery costs, sales, use excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless the Company agrees otherwise, in writing, on the sales order.

3.2 Storage and Redelivery Costs. If at the time of tender, the Customer is unable to take possession of the Goods, the Customer must pay for redelivery and/or storage of the Goods.

3.3 Time of Payment. All payments for Goods shall be due the earlier of (1) thirty (30) days from the date the Goods are available, or (2) on the date of delivery of the Goods.

3.4 Payment Method. Payment must be made to the Company in U.S. dollars. Payment may be made by check, money order, cashiers check, credit card (plus a surcharge of [some fixed time]), and wire transfers directly to the Company's bank. Checks must be made payable to Eco Outdoor CA, Inc.

3.5 Past Due Invoice Penalties. Overdue invoices will accrue interest daily until the date of payment, at a rate of one and a half percent (1.5%) per calendar month.

3.6 Title of Goods. Title of goods shall not pass to the Customer until the Company has received payment for the Goods in full.

Delivery of Goods

4.1 Delivery of Goods. Delivery of Goods shall be when (i) the Customer or the Customer's nominated carrier takes possession of the Goods at the Company's address; or (ii) when the Company or the Company's nominated carrier delivers the Goods to the Customer's nominated address (even if the Customer is not present at the address), whichever occurs first.

4.2 Delivery Date. Lead times given by the Company to the Customer are estimate times only. Although the Company will endeavor to meet the shipping date specified by the Customer, it is understood by the Customer that in this industry it is not unusual for a delay in delivery to occur.

4.3 Delays in Delivery of Goods. Delays in delivery of Goods, in it of itself is not grounds for refusal of acceptance of Goods and the Customer does not have claims for damages resulting therefrom.

4.4 Installments. The Company reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Customer of its obligation to accept remaining deliveries.

4.5 Tender. The Customer must furnish facilities reasonably suitable for the receipt of Goods and must take delivery by receipt or collection of the Goods when they are tendered for delivery. If at the time of delivery of the Goods, the Customer is unable to take possession of the Goods, the Customer must pay for redelivery and/or storage of the Goods.

Return of Goods

5.1 Return of Non-Conforming Goods. In the event the Customer receives Non-conforming Goods, the Customer must (1) notify the Company, in writing, within 5 business days of delivery of the Non-conforming Goods; (2) permit the Company to inspect the Goods for its Non-conformity; (3) stop use of the Non-conforming Goods; and (4) properly maintain and store the Goods.

5.2 Company's Limitations of Liability of Goods. The Company is not liable for any defect or damage resulting from the following and the Company is not obligated to accept a return of such Goods: (1) open creates; (2) concrete pavers; (3) dirty or damaged stock; (4) customized stock unless such Goods are Non-conforming; (5) ordinary wear and tear; (6) the Customer's failure to comply with Section 5.1 of this Agreement; or (7) the Customer's use of Goods for any purpose other than that for which the Goods were designed.

5.3 Limitations of Liability for Delays or Non-Delivery. The Company shall not be liable for non-delivery or delays in delivery caused by strikes, lockouts, fires, inability to obtain materials or shipping space, breakdowns, delays of carriers or suppliers, governmental acts and regulations or any other event that has made performance by the Company impracticable and is beyond the Company's control. The Company will notify the Customer within five (5) business days that there will be a delay or non-delivery of the Goods.

Conforming Goods

6.1 Return of Conforming Goods. It is in the Company's sole discretion to accept returns of Conforming Goods. If the Company accepts return of Conforming Goods, the Customer must pay the Company (1) handling fees, the greater of thirty-percent (30%) of the value of the returned Goods or one-hundred and fifty dollars (\$150.00) and two (2) freight costs.

Risk of Loss

7.1 Risk of Loss. The risk of loss passes to the Customer when the Goods are delivered pursuant to Section 4.1 of this Agreement. The Customer shall have adequate insurance for the Goods no later than that time in which the Goods are delivered (pursuant to Section 4.1 of this Agreement).

7.2 Insurance Proceeds. If the Goods are damaged following delivery to the Customer but prior to title passing to the Customer, the Company shall receive all insurance proceeds payable for the Goods.

DISCLAIMER OF WARRANTIES

8.1 The Company will endeavor to match samples to the finished Goods; however, timber and/or stone are natural products and as such color, shade tone, markings, and veining may vary from samples provided. As such, THE COMPANY DOES NOT WARRANT COLOR FASTNESS, DYEING OR LAUNDERING CHARACTERISTICS AND ACCEPTS NO LIABILITY WHERE THE SAMPLES DIFFER TO THE FINISHED GOODS. ACCORDINGLY, THE COMPANY MAKES NO EXPRESS WARRANTIES OF ANY KIND WITH RESPECT TO THE GOODS SOLD UNDER THE TERMS OF THIS AGREEMENT. THE USE OF ANY SAMPLE OR MODEL DURING THE NEGOTIATIONS SERVES ONLY TO INDICATE A TYPE OF GOOD THAT MAY BE TENDERED TO THE CUSTOMER. THESE SAMPLES CREATE NO WARRANTY THAT THE GOODS WILL CONFORM TO THE SAMPLES OR MODELS. ALL GOODS ARE SOLD AS IS AND WITH ALL FAULTS AND THE COMPANY MAKES NO WARRANTY AS TO THE GOODS MERCHANTABILITY.

8.2 By signing the Sales Order, the Customer acknowledges that Goods supplied may (1) exhibit variations in shade, color, texture, surface, finish, markings; (2) contain natural fissures, occlusions,

lines, indentations; (3) face or change color over time; (4) expand, contract or distort as a result of exposure to heat, cold, weather; (5) mark or stain if exposed to certain substances; and (6) be damaged or disfigured by impact or scratching.

Cancellation

9.1 Company's Right to Cancellation. The Company may stop delivery of Goods and cancel the contract if (1) the Company has reason to believe the Customer is insolvent; (2) the Customer is adjudicated bankrupt; or (3) any reason arising under Section 5.3 of this Agreement; and (4) the Company gives reasonable notification to the Customer of such cancellation.

9.2 Customer's Refund for Company's Cancellation. Pursuant to Section 9.1 of this Agreement, if the Company cancels the contract or stops delivery of the Goods, the Company will repay the Customer for any money the Customer paid to the Company for such Goods the Customer has not received.

9.3 Company's Limitation of Liability. The Company shall not be liable for any incidental or consequential damages arising from the Company's cancellation of the contract or stopped delivery of Goods pursuant to Section 9.1 of this Agreement.

Intellectual Property

10.1 Where the Company has designed, drawn, or developed Goods for the Customer, the copyright in those designs, drawings, and documents shall remain the property of the Company.

10.2 The Customer permits and releases any claims against the Company for the Company's use of the Customer's documents, designs, drawings, or Goods that the Customer has created for the Company, for the purpose of marketing or entry into any competition.

Customer's Representations and Warranties

11.1 Customers Representations and Warranties. The Customer represents and warrants that all designs, specifications, or instructions given to the Company for the Customers Goods and/or Services will not cause the Company to infringe any patent, registered design, or trademark.

11.2 Customers Indemnification. The Customer shall indemnify the Company against any action taken by a third party against the Company in respect to any such infringement pursuant to Section 11.1 of this Agreement.

11.3 Company's Representations and Warranties. The Company represents and warrants that the Customer is granted a single use license for the Company's design pursuant to the Customer's sales order.

General Provisions

12.1 Title of Goods. Title of goods shall not pass to the Customer until the Customer has paid the entire Price to the Company and the Company has received payment in full for the Goods.

12.2 Amendments. The parties shall not amend this Agreement, except by a writing, signed by both parties sought to be bound.

12.3 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of California.

12.4 Mediation. In the event any controversy arising under the sales order is not resolved through negotiations between the parties, the parties agree to participate in a non binding mediation by an agreed upon neutral third party. This mediation must be conducted and completed before any party may commence a civil action or arbitration. Each side shall split the fees equally unless otherwise agreed upon by the parties, in writing. If the parties cannot agree on a Mediator within 45 days of requesting mediation, Judicate West will provide 7 names of Mediators based on substantive and procedural knowledge, availability, and location.

12.5 Arbitration. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach that is not resolved through mediation shall be resolved through binding arbitration. Each side shall bear the expense of the arbitration proceeding equally unless otherwise agreed upon. The arbitration proceedings shall be governed by Judicate West Arbitration Rules of Procedure or any other rules the parties mutually agree upon in writing.

12.6 Attorneys Fees. In the event of litigation relating to the sales order, the prevailing party is entitled to reasonable attorneys' fees and costs.

12.7 Electronic Copies. Electronic copies of the sales order may be treated as originals.