



ATTACHMENT A

PRICING AND PAYMENT TERMS OF SALE

C-Worthy™ SHOCK MOUNTS

Payment Terms: Terms are 100% due 30 days from date of invoice for established accounts where Seller has received adequate financial information to warrant extending credit to Buyer. Purchase orders from Buyers not meeting Seller's financial approval are not accepted under credit terms.

Prices: Prices and designs are subject to change at any time, upon mutual agreement by Buyer and Seller.

Delivery: The delivery dates quoted are our best estimate of the time products will be shipped from Seller's factory. Our estimated delivery date is based upon timely receipt of any drawings, parts, instructions or any other information which Buyer is required by the quotation, order or specification to furnish. No liability shall result from any delay in performance due to Acts of God, requirements of government authorities, war or other hostilities, vandalism, sabotage, strikes or other labor disturbances, floods, fires, explosions, delays or failure of transportation, inability to obtain suitable material, equipment, electricity or fuel, or any other causes or accidents beyond the reasonable control of the Seller or its subcontractors or suppliers.

Changes: Alterations or changes to this order are not anticipated by either the Buyer or Seller and such alterations or changes may not be made without the express written agreement of both parties.

Proprietary Information: Information or data identified as Proprietary or Confidential may be provided by the Seller to the Buyer or by the Buyer to the Seller and shall not be disclosed or copied without the express agreement of the disclosing party. In no event is such information to be used for manufacture or remanufacture of the product by the Buyer or others.

Title: Title to the products passes to the Buyer upon delivery to the Buyer's carrier. Our products are sold FCA. Plant and our responsibility ceases after the product is delivered to the carrier in good condition. Claims for lost or damaged products in transit must be made directly to the carrier.

Taxes: The amount of any excises, taxes or other charges imposed upon or borne by the Seller on the sale of the product hereunder will be added to the purchase price.

Government Contracts: All orders to be delivered under government contracts are accepted subject to the U.S. Government's standard termination clause for commercial item procurements in effect at the time the order is accepted by us.

Warranty: Seller warrants that products delivered hereunder when paid for and properly installed and maintained shall be free of defects in workmanship and materials for a period of 12 months from the date of delivery to the Buyer's carrier. Seller's obligation and Buyer's sole remedy under this warranty are limited to either: (i) replacement of any defective product or (ii) refund to the Buyer of the purchase price allocable to the defective product, at Seller's option. In the event Seller elects to provide replacement products, Buyer agrees to install such replacement products, and Buyer and Seller shall mutually agree on responsibility for labor and material costs with respect to removal or dismantling of defective products or the installation of replacement products. The provisions in Seller's literature and specifications are descriptive only. THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES. **EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN THIS PARAGRAPH, SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF WHATSOEVER KIND AND NATURE, WHETHER EXPRESSED OR IMPLIED, WHETHER COMMON LAW, STATUTORY, CONTRACTUAL, TORT (INCLUDING NEGLIGENCE) CUSTOM OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, WORKMANLIKE SERVICES OR FITNESS FOR ANY USE OR PARTICULAR PURPOSE WHATSOEVER.**

Indemnity. Seller shall indemnify, defend and hold Buyer (and Buyer's affiliates, shareholders, directors, officers, employees, and agents) harmless from liabilities, damages, injuries, losses, claims, suits, and judgments, (including but not limited to reasonable legal fees, court costs, and out-of-pocket expenses) to the extent such liabilities, damages, injuries, claims, suits, and judgments are attributed to Seller's negligence and arise from the products provided by Seller under this Order, including but not limited to: (a) a breach of this Order by Seller or Seller's employees, agents, or subcontractors; (b) acts or omissions related to this Order by Seller or Seller's employees, agents, or subcontractors; or (c) infringement of any intellectual property right related to the products or Buyer's use of them, except to the extent caused by Buyer's or Buyer's customers' improper use or modification of the products or Seller's intellectual property. If a claim of infringement affects Buyer's use of the products, Seller will, at Seller's expense and Buyer's sole discretion, (i) procure for Buyer the right to continue to use and sell the products; or (ii) redesign the products to make them non-infringing, provided Buyer timely notifies Seller of the claim and cooperates with Seller's defense.

Notwithstanding any other provision in this Agreement, Buyer hereby agrees to indemnify and hold harmless and, if requested, defend Seller, its officers, directors and employees against any claims, losses or expenses (to include reasonable attorney's fees) arising out of claims for personal injury, including death, or loss of damage to or loss of use of property in connection with the use of the products sold hereunder in environments subject to radioactive, toxic, explosive or other hazardous risks.

Limitation of Liability: In no event shall either party be liable for any special, incidental, indirect, contingent or consequential loss or damage arising out of the sale, handling or use of the products furnished hereunder. The parties agree that damages arising from a claim for intellectual property infringement are actual and not consequential in nature.

Seller's aggregate liability shall in no case exceed the price paid to Seller under this Agreement. This article shall prevail over any conflicting or inconsistent provisions in this Agreement.

Export Controls: The products sold and technical information exchanged hereunder may be subject to U.S. export control laws and regulations. Accordingly, the Buyer acknowledges its obligation to comply with all such laws and regulations and if applicable, shall not transfer products or technical data received under this Agreement to any foreign person, country, foreign subsidiary or parent corporation, without specific authorization from Seller and pursuant to an appropriate U.S. Government agency license.