

## CREDIT AGREEMENT

The undersigned customer ("Customer") requests that Gulf Coast Supply & Manufacturing, LLC, a Delaware limited liability company, and/or any of its affiliated, parent, or subsidiary companies (collectively, "Gulf Coast"), with a notice address of 14429 SW 2nd Place, Suite G-30, Newberry, Florida 32669, sell goods to Customer on credit account pursuant to this Credit Agreement (this "Agreement"). Customer agrees that any extension of credit by Gulf Coast to Customer is on the following terms and conditions, to which Gulf Coast and Customer agree:

1. Customer acknowledges and agrees that nothing herein binds Gulf Coast to extend any credit to Customer. However, if Gulf Coast does extend credit to Customer, Gulf Coast reserves the sole discretion to establish the amount and terms of such credit. Gulf Coast reserves the right to stop shipments that exceed credit limits and/or exceed or violate invoice terms established from time to time by Gulf Coast in its sole discretion. If at any time, in Gulf Coast's sole discretion, the financial condition of Customer is determined to be unsatisfactory to Gulf Coast, Gulf Coast reserves the right to require Customer to make payment for the goods in advance as a condition to Gulf Coast's performance.
2. Customer, and any other person or entity as required by Gulf Coast, shall execute the guaranty ("**Guaranty**") attached as **Exhibit A** to this Agreement.
3. Gulf Coast's Terms and Conditions ("**Terms and Conditions**") in effect as of the date that an order by Customer is accepted by Gulf Coast shall apply to all sales of goods by Gulf Coast, unless modified in a writing signed by Gulf Coast. Gulf Coast's Terms and Conditions, current as of the date of this Agreement, are attached as **Exhibit B** to this Agreement. All orders are subject to acceptance by Gulf Coast and acceptance by Gulf Coast is based on the express condition that Customer agrees to the terms of this Agreement and Gulf Coast's Terms and Conditions in effect at the time of Gulf Coast's acceptance of the subject order. Gulf Coast may change credit terms or terms of sale (including, without limitation, the Terms and Conditions), or change or eliminate any discount offered by Gulf Coast, upon sending written notice to Customer at Customer's address set forth below, in which event said change shall affect all purchases made after the date of transmittal of notice of the change.
4. Unless express and specific written directions are given to Gulf Coast to the contrary, Customer hereby authorizes Gulf Coast to rely on the directions of all apparent employees, office and job site personnel, and agents of Customer, including, without limitation, directions with respect to the making purchases for Customer on Customer's account, and all such directions shall be binding upon Customer.
5. CUSTOMER AND ANY OTHER PERSONS OR ENTITIES EXECUTING THIS AGREEMENT BELOW HEREBY AUTHORIZE GULF COAST TO: (A) OBTAIN A CREDIT REPORT ON CUSTOMER AND ANY SUCH ADDITIONAL PERSONS OR ENTITIES FROM TIME TO TIME, AND (B) DISCLOSE ANY CREDIT INFORMATION OBTAINED, EACH IN CONNECTION WITH GULF COAST'S CONSIDERATION OF THE EXTENSION OR CONTINUATION OF CREDIT TO CUSTOMER AND OTHER LAWFUL PURPOSES.
6. Customer represents and warrants that Customer: (a) will use all goods purchased from Gulf Coast for business purposes and not for personal, household, or family uses, (b) is not a "consumer" as defined by any applicable federal or state usury or consumer protection law, (c) is either (i) an adult individual, or (ii) a corporation, general partnership, limited partnership, limited liability company, or other legal entity (as indicated below), duly organized, validly existing, and in good standing under the laws of its state of incorporation or organization, and has the power and authority to execute, deliver, and perform, and by all necessary action has authorized the execution, delivery, and performance of, all of its obligations under this Agreement.
7. Customer shall pay to Gulf Coast all costs of collection, including, without limitation, reasonable attorneys' fees, paralegals' fees, court costs, arbitration fees, sheriffs' fees, bond costs, and lien costs, incurred by Gulf Coast in collecting any money due from Customer.
8. This Agreement shall be governed by the laws of the State of Florida, without regard to its choice of law provisions. Any controversy, claim, or dispute arising out of, related to, or in connection with this Agreement shall be settled by litigation in a court of competent jurisdiction. THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY SUCH LITIGATION.
9. IN NO EVENT SHALL GULF COAST BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES OF ANY KIND.
10. This Agreement, along with the Guaranty and the Terms and Conditions, and other terms specified by Gulf Coast on Gulf Coast's Ticket (as defined below), represent the final and complete agreement of Gulf Coast and Customer as to the extension of credit by Gulf Coast to Customer and the sale of goods by Gulf Coast to Customer and no terms or conditions adding to or modifying the same shall be binding upon Gulf Coast unless made in writing and signed by an authorized representative of Gulf Coast. "**Ticket**" means any "Delivery", "Pick Ticket", quote, proforma invoice, order acknowledgement, or invoice issued by Gulf Coast to Customer. The unenforceability or invalidity of any one or more provisions, clauses, or sentences of this Agreement shall not render any other provision, clause, or sentence herein contained unenforceable or invalid, which remaining provisions shall continue in full force and effect. No waiver by Gulf Coast of any term hereof or of any obligation of Customer shall constitute a waiver of any other term or obligation. Which party prepared this Agreement shall have no bearing on its construction.

11. The person signing below represents and warrants that he or she has: (a) read and agrees to the Guaranty attached hereto as Exhibit A and the Terms and Conditions attached hereto as **Exhibit B**, and (b) authority to enter into this Agreement on behalf of Customer and to bind Customer.

**CUSTOMER**

Exact Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**CREDIT AMOUNT SOUGHT: \$** \_\_\_\_\_ *(If requesting \$50,000 or more, please include P&L statement)*

**CUSTOMER'S ACCOUNT'S PAYABLE CONTACT**

Contact Name: \_\_\_\_\_

Invoices Will Be emailed. Please Provide Email Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**CUSTOMER'S PRINCIPALS, OWNERS, PARTNERS, AND/OR OFFICERS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_ SSN: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

List of names of any parent and/or subsidiary and/or related legal entities: \_\_\_\_\_

**TRADE REFERENCES (Please Provide 3)**

Name:

\_\_\_\_\_ Account: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

\_\_\_\_\_ Account: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

\_\_\_\_\_ Account: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

**BANK REFERENCES**

Name:

\_\_\_\_\_ Account: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

\_\_\_\_\_ Account: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

By: **X** \_\_\_\_\_ *(Computer generated signatures will not be accepted)*

*Signature of Authorized Purchaser*

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**OTHERS EXECUTING THIS AGREEMENT FOR THE PURPOSE OF AUTHORIZING GULF COAST TO OBTAIN A CREDIT REPORT IN ACCORDANCE WITH SECTION 5 ABOVE:**

\_\_\_\_\_  
*Signature*  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature*  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A TO CREDIT AGREEMENT

### GUARANTY

To induce Gulf Coast Supply & Manufacturing, LLC, a Delaware limited liability company, and/or any of its affiliated, parent, or subsidiary companies (collectively, "**Gulf Coast**") to make, extend, or renew credit or other financial accommodations to or for the

benefit of \_\_\_\_\_ ("**Customer**"), which are and will be to the direct interest and advantage of the undersigned guarantor(s) (collectively and individually, as applicable, "Guarantor"), Guarantor hereby, jointly and severally (if more than one), absolutely, irrevocably, and unconditionally guarantees to Gulf Coast and its successors and assigns the timely payment and performance of all liabilities and obligations of Customer to Gulf Coast (collectively, the "**Guaranteed Obligations**").

This Guaranty is a continuing and unconditional guaranty of payment and performance and not of collection. Each Guarantor is jointly and severally obligated together with all other parties obligated for the Guaranteed Obligations. This Guaranty does not impose any obligation on Gulf Coast to extend or continue to extend credit or otherwise deal with Customer at any time. This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Guaranteed Obligations is rescinded, avoided, or for any other reason must be returned by Gulf Coast, and the returned payment shall remain payable as part of the Guaranteed Obligations, all as though such payment had not been made. Guarantor hereby subordinates all debts owing by Customer to Guarantor to the Guaranteed Obligations.

Guarantor may terminate this Guaranty only by written notice, delivered personally to, or received via certified or registered United States Mail, return receipt requested, by Gulf Coast at the address for notices set forth on the first page of the Credit Agreement to which this Guaranty is attached. Such termination shall be effective only with respect to Guaranteed Obligations arising more than fifteen (15) days after the date such written notice is received by Gulf Coast. Such termination shall not be effective with respect to Guaranteed Obligations (including any subsequent extensions, modifications, or compromises of the Guaranteed Obligations) then existing, or Guaranteed Obligations arising subsequent to receipt by Gulf Coast of said notice if such Guaranteed Obligations are a result of Gulf Coast's obligation to make advances pursuant to a commitment entered into prior to expiration of the fifteen (15)-day notice period, or are a result of advances which are necessary for Gulf Coast to preserve its interests. Termination of this Guaranty by any single Guarantor will not affect the existing and continuing obligations of any other Guarantor hereunder.

Gulf Coast may from time to time, in its sole discretion, without affecting, impairing, lessening, or releasing the obligations of Guarantor hereunder: (a) extend or modify the time, manner, place, or terms of payment or performance and/or otherwise change or modify the credit terms of the Guaranteed Obligations; (b) increase, renew, or enter into a novation of the Guaranteed Obligations; and (c) proceed against, settle, release, or compromise with Customer or any other person or entity liable as to any part of the Guaranteed Obligations, and/or subordinate the payment of any part of the Guaranteed Obligations to the payment of any other obligations, which may at any time be due or owing to Gulf Coast; all in such manner and upon such terms as Gulf Coast may deem appropriate, and without notice to or further consent from Guarantor. No invalidity, irregularity, discharge, or unenforceability of, or action or omission by Gulf Coast relating to any part of the Guaranteed Obligations shall affect or impair this Guaranty.

Guarantor waives and releases the following rights, demands, and defenses Guarantor may have with respect to Gulf Coast and collection of the Guaranteed Obligations: (a) promptness and diligence in collection of any of the Guaranteed Obligations from Customer or any other person liable thereon; (b) any law or statute that requires that Gulf Coast make demand upon, assert claims against, or collect from Customer or other persons or entities, exhaust any remedies, or take any other action against Customer or other persons or entities prior to making demand upon, collecting from, or taking action against Guarantor with respect to the Guaranteed Obligations; (c) any law or statute that requires that Customer or any other person be joined in, notified of, or made part of any action against Guarantor; (d) notice of extensions, modifications, renewals, or novations of the Guaranteed Obligations, notice of any new transactions or other relationships between Gulf Coast, Customer, and/or any guarantor, and notice of changes in the financial condition of, ownership of, or business structure of Customer or any other guarantor; (e) presentment, protest, notice of dishonor, notice of default, demand for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, and all other notices of any kind whatsoever to which Guarantor may be entitled; (f) the right to assert against Gulf Coast any defense (legal or equitable), set-off, counterclaim, or claim that Guarantor may have at any time against Customer or any other party; (g) all defenses relating to invalidity, insufficiency, unenforceability, enforcement, release, or impairment of Gulf Coast's lien on any goods sold to Customer, or of any other guaranties held by Gulf Coast; (h) any right to which Guarantor is or may become entitled to be subrogated to Gulf Coast's rights against Customer or to seek contribution, reimbursement, indemnification, payment or the like, or participation in any claim, right, or remedy of Gulf Coast against Customer until such time as the Guaranteed Obligations have been fully satisfied beyond the expiration of any applicable preference period; (i) any claim or defense that acceleration of maturity of the Guaranteed Obligations is stayed against Guarantor because of the stay of assertion or of acceleration of claims against any other person or entity for any reason, including, without limitation, the bankruptcy or insolvency of that person or entity; and (j) the right to marshalling of Customer's assets or the benefit of any exemption claimed by Guarantor.

Guarantor warrants, represents, and covenants to Gulf Coast that on and after the date hereof: (a) all financial statements of Guarantor furnished to Gulf Coast are correct and accurately reflect the financial condition of Guarantor as of the respective dates thereof; (b) at such reasonable times as Gulf Coast requests, Guarantor will furnish Gulf Coast and its successors and assigns with such other financial information as Gulf Coast and its successors and assigns may reasonably request; and (c) Guarantor is an adult individual or legal entity. GUARANTOR HEREBY AUTHORIZES GULF COAST TO: (A) OBTAIN A CREDIT REPORT ON GUARANTOR FROM TIME TO TIME, AND (B) DISCLOSE ANY CREDIT INFORMATION OBTAINED, EACH IN CONNECTION WITH GULF COAST'S CONSIDERATION OF THE EXTENSION OR CONTINUATION OF CREDIT TO CUSTOMER AND FOR OTHER LAWFUL PURPOSES.

This Guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors, and assigns. Gulf Coast's interests in and rights under this Guaranty are freely assignable, in whole or in part, by Gulf Coast. Any assignment shall not release Guarantor from the Guaranteed Obligations. This Guaranty shall be governed by and interpreted in accordance with the laws of the State of Florida, without regard to that state's conflict of laws principles. If any provision of this Guaranty shall be prohibited or invalid under applicable law, such provision shall be ineffective but only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Guaranty. Any notices to Guarantor shall be sufficiently given if in writing and mailed or delivered to Guarantor's address shown below or such other address provided to Gulf Coast in writing pursuant to the terms hereof. Any notices to Gulf Coast shall be sufficiently given, if in writing and mailed or delivered to Gulf Coast's address specified on the first page of the Credit Agreement to which this Guaranty is attached or such other address as Gulf Coast may specify in writing from time to time. In the event that Guarantor changes Guarantor's address at any time prior to the date the Guaranteed Obligations are paid in full, Guarantor shall promptly give written notice of said change of address to Gulf Coast by registered or certified mail, return receipt requested, all charges prepaid. All references herein to Customer, Guarantor, person, document, or other nouns of reference mean both the singular and plural form, as the case may be, and the term "person" shall mean any individual person or entity. Guarantor by execution of and Gulf Coast by acceptance of this Guaranty agree that each party is bound to all terms and provisions of this Guaranty. No waivers, amendments, or modifications of this Guaranty shall be valid unless in writing and signed by an authorized officer of Gulf Coast. No waiver by Gulf Coast of any default shall operate as a waiver of any other default or the same default on a future occasion. Neither the failure nor any delay on the part of Gulf Coast in exercising any right, power, or privilege granted pursuant to this Guaranty shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise or the exercise of any other right, power, or privilege. All remedies available to Gulf Coast with respect to this Guaranty and remedies available at law or in equity shall be cumulative and may be pursued concurrently or successively. If Guarantor is a partnership, the obligations, liabilities, and agreements on the part of Guarantor shall remain in full force and effect and fully applicable notwithstanding any changes in the individuals comprising the partnership. The term "Guarantor" includes any altered or successive partnerships, and predecessor partnerships, and the partners shall not be released from any obligations or liabilities hereunder. Which party prepared this Guaranty shall have no bearing on its construction.

Guarantor shall pay all of Gulf Coast's reasonable expenses incurred to enforce or collect any of the Guaranteed Obligations, including, without limitation, reasonable litigation, paralegals', attorneys' and experts' fees and expenses, whether incurred without the commencement of a suit, in any suit, arbitration, or administrative proceeding, or in any appellate, or bankruptcy proceeding. Any controversy or claim arising out of or relating to this Guaranty or the breach hereof shall be settled by litigation in a court of competent jurisdiction.

**GUARANTOR(S)**

<p><b>Signature:</b> _____</p> <p>Print or Type Name: _____</p> <p>Address: _____</p> <p>Tax ID/SSN: _____</p> <p>Date: _____</p>	<p>Signature: _____</p> <p>Print or Type Name: _____</p> <p>Address: _____</p> <p>Tax ID/SSN: _____</p> <p>Date: _____</p>
<p>Signature: _____</p> <p>Print or Type Name: _____</p> <p>Address: _____</p> <p>Tax ID/SSN: _____</p> <p>Date: _____</p>	<p>Signature: _____</p> <p>Print or Type Name: _____</p> <p>Address: _____</p> <p>Tax ID/SSN: _____</p> <p>Date: _____</p>

**EXHIBIT B TO CREDIT AGREEMENT**

**TERMS AND CONDITIONS OF SALE**

(See attached)

## TERMS & CONDITIONS

- 1. Terms & Conditions.** These Terms & Conditions ("Terms") govern the sale of Products (as defined below) by Gulf Coast Supply & Manufacturing, LLC, a Delaware limited liability company, and/or any of its affiliated, parent, or subsidiary companies (collectively, "Gulf Coast") to the individual or entity identified as the customer ("Customer") in the Tickets (as defined below). **"Products" means the products identified on the last Ticket issued by Gulf Coast to Customer. "Ticket" means any "Delivery Ticket", "Pick Ticket", quote, pro forma invoice, order acknowledgement, or invoice issued by Gulf Coast to Customer.** These Terms, the terms contained on any Ticket, the terms contained on any Credit Application made by Customer to Gulf Coast, and the terms of any Credit Agreement between Gulf Coast and Customer represent the final and complete agreement of Gulf Coast and Customer as to the sale and purchase of Products (the "Agreement"). Acceptance of the Agreement is expressly limited to the terms of the Agreement. Any and all additional or different terms than those contained in the Agreement are rejected unless expressly accepted in writing by an authorized representative of Gulf Coast. Execution or written acknowledgment by Customer of a Ticket constitutes the formal acceptance of all of the terms and conditions of the Agreement. In the event Customer fails to accept the Agreement in writing, Customer's failure to object to the terms of the Agreement within ten (10) days in writing or Customer's acceptance or use of the Products shall constitute Customer's acceptance and consent to the terms and conditions of the Agreement.
- 2. Price and Payment.** Customer shall pay in full for all Products within thirty (30) days of the date of Gulf Coast's invoice therefor unless otherwise specified by Gulf Coast. No payments shall be subject to any setoffs, deductions, or claims. Regardless of any statement appearing on a check or otherwise, any amount received by Gulf Coast may be applied against any amount owing by Customer in Gulf Coast's discretion, and Gulf Coast's acceptance of a payment in an amount less than that due shall in no way be an accord and satisfaction or prejudice Gulf Coast's rights and remedies to collect the full amount due. Time is of the essence with respect to Customer's obligation to make payments to Gulf Coast. Prices do not include any sales taxes, excise taxes, or other charges levied by any governmental authority upon the sale, use, or transportation of the Products, all of which shall be paid by Customer. Customer shall pay to Gulf Coast any applicable late fees set forth in a Ticket and interest on past due amounts at the rate of eighteen percent (18%) per annum or the maximum rate allowable by applicable law, whichever is less. Prices in quotations or other similar documents issued by Gulf Coast are subject to change by Gulf Coast without notice, and all such quotations and similar documents shall become invalid if not accepted within thirty (30) days from the date of issue, unless otherwise agreed by Gulf Coast in writing. Any change in quantities or destination may result in a price adjustment by Gulf Coast. Price extensions, when made, are for Customer's convenience only, and they, as well as any errors, are not binding on Gulf Coast.
- 3. Shipping/Title/Risk of Loss. Unless otherwise specified** in writing by Gulf Coast, (a) Products will be delivered to Customer's location/destination ("**Destination**") specified on the last Ticket issued by Gulf Coast to Customer at the time of shipping, FOB Destination, at Customer's expense; and (b) title and risk of loss to the Products shall transfer when the Products are delivered to the Destination. For the avoidance of doubt, any handling of the Products after transfer of risk of loss shall be at Customer's sole risk and Gulf Coast shall not be liable for any damage to or loss of the Products after transfer of risk of loss. Customer represents and warrants to Gulf Coast that Customer has the right to permit the necessary access to make delivery of the Products to the Destination and hereby grants to Gulf Coast and its agents, contractors and representatives a license for such purpose. Gulf Coast shall retain a Uniform Commercial Code purchase money security interest in the Products pursuant to applicable law until final payment is received. Dates of shipments are estimated and not guaranteed.
- 4. Product Inspection; Damage or Non-conformity; Returns. Customer** must inspect the Products within forty-eight (48) hours after delivery and notify Gulf Coast in writing of any damage or non-conformity. Failure to make inspection and deliver written notice of damage or non-conformity within such forty-eight (48)-hour period shall constitute irrevocable acceptance of the delivered Products and a waiver of any damage or non-conformity. At Gulf Coast's election, the inspector inspecting the Products shall be subject to Gulf Coast's approval. As Customer's sole remedy for any damaged or non-conforming Products of which Customer has delivered to Gulf Coast timely notice, Gulf Coast, at Gulf Coast's election, shall either: (a) replace the damaged or non-conforming Products or (b) refund or credit the price paid by Customer to Gulf Coast for such damaged or non-conforming Products. If required by Gulf Coast, Customer shall return to Gulf Coast such damaged or non-conforming Products. Before Gulf Coast replaces, or issues any refund or credit for, any damaged or non-conforming Products, Gulf Coast shall have the opportunity to inspect the damaged or non-conforming Products to determine, in its discretion, their eligibility for replacement, credit, or refund. All Products accepted by Gulf Coast for replacement, refund, or credit are subject to a restocking fee of twenty percent (20%) of the price of returned Products plus all shipping costs. Except as set forth in this Section, Products cannot be returned for replacement, credit, or refund without Gulf Coast's prior written consent, which may be granted or withheld in Gulf Coast's sole and absolute discretion. Notwithstanding anything herein to the contrary, Gulf Coast's obligation to replace, or refund or credit the price paid for, damaged or non-conforming Products as set forth in this Section is limited to the extent that Gulf Coast is able to obtain an equivalent replacement, refund, or credit from the manufacturer of such Products.
- 5. Cancellations. Without limitation** of Gulf Coast's other rights and remedies, if Customer fails to make payment in accordance, or otherwise comply, with all terms of the Agreement, Gulf Coast may, at its option, cancel or suspend any unshipped portion of Customer's order, without liability to Gulf Coast and Customer shall remain liable for all unpaid amounts. Orders, once accepted by Gulf Coast, cannot be cancelled without Gulf Coast's prior written consent, which may be granted or withheld in Gulf Coast's sole and absolute discretion. In the case of cancellation of orders of special or non-stock Products, Customer's cancellation may be conditioned upon Customer's payment in full of the price of finished Products and, for other Products in process of manufacture, the payment of a cancellation charge based on the percentage of completion as applied to the price.
- 6. WARRANTY DISCLAIMER, LIMITATION OF LIABILITY, AND DAMAGES DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS OR IN ANY OTHER EXPRESS WARRANTY SPECIFICALLY PURCHASED BY CUSTOMER FROM GULF COAST, GULF COAST DOES NOT MAKE AND, TO THE FULLEST EXTENT PERMITTED BY LAW, EXPRESSLY DISCLAIMS, ANY AND ALL REPRESENTATIONS, WARRANTIES, AND GUARANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY AND ANY AND ALL OTHER IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL GULF COAST'S LIABILITY TO CUSTOMER EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS. IN NO EVENT SHALL GULF COAST BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR SIMILAR DAMAGES OF ANY KIND.** Recommendations, advice, representations, warranties, commitments, or agreements given or made by any

person, including, without limitation, employees or representatives of Gulf Coast, that are inconsistent with the foregoing disclaimer shall not be binding upon Gulf Coast, unless in a writing signed by an authorized representative of Gulf Coast. Gulf Coast's only obligation is to provide the Products ordered by Customer pursuant to an order that is accepted by Gulf Coast without regard to the Products' appropriateness to Customer's application. Gulf Coast assumes no responsibility for Gulf Coast's interpretation of plans or specifications provided by Customer, if any, and, with respect to such plans or specifications, Customer shall rely on final approval by architects, engineers, or other third parties, and not Gulf Coast.

7. **Release/Indemnification.** Customer on behalf of itself and its insurers and its and their respective successors and assigns, hereby waives all liabilities, losses, claims, damages, penalties, actions, lawsuits, judgments, costs, and expenses of any kind (including, without limitation, attorneys' fees) arising out of or related to: (a) the unloading, spreading, stocking, or storage of the Products, (b) the possession, use, or installation of any Products, (c) any re-sales of Products by Customer to a third party, or (d) the negligence, recklessness, intentional wrongful conduct of Customer ("Claims"), against Gulf Coast and its agents, officers, employees, representatives, and contractors and all of their respective successors and assigns ("Gulf Coast Parties"). Customer shall indemnify, defend, and hold Gulf Coast Parties harmless against and from all Claims.
8. **Force Majeure.** Delay in delivery or non-delivery, in whole or in part, by Gulf Coast shall not be a breach or default by Gulf Coast if performance is delayed or made impracticable by the occurrence of any one or more of the following: (a) fires, floods, acts of God, or other casualties, (b) wars, riots, embargoes, governmental regulations, or martial law, (c) inability to obtain necessary materials, fuels, or supplies from usual sources of supply, (d) shortage of transportation or delays in transit, (e) strikes or other labor troubles, and (f) other conditions or events not reasonably within Gulf Coast's direct and immediate control, whether or not of a kind mentioned herein.
9. **Assurances.** Customer represents that Customer is solvent. Customer shall immediately notify Gulf Coast if it becomes insolvent. Customer shall notify Gulf Coast of any changes in the ownership of Customer's business within ten (10) days of such changes. If at any time Gulf Coast in good faith determines that it questions Customer's ability or intent to perform pursuant to the Agreement (including, without limitation, the questioning of Customer's creditworthiness), then Customer shall provide Gulf Coast with written assurance fully satisfactory to Gulf Coast, in Gulf Coast's sole discretion, of Customer's ability and intent to fully perform. Such assurance shall be provided within the time and in the manner specified by Gulf Coast. Customer shall immediately notify Gulf Coast of any circumstance that may cause Customer to fail to fully perform. Upon Gulf Coast's good faith determination that Customer cannot or will not perform under the Agreement, then Gulf Coast may deem the Agreement to be breached by Customer and may terminate the Agreement without cause.
10. **Choice of Law and Dispute Resolution.** The Agreement (including, without limitation, these Terms) shall be governed by the laws of the State of Florida, without regard to its choice of law provisions. Any controversy, claim, or dispute arising out of, related to, or in connection with the Agreement shall be settled by litigation in a court of competent jurisdiction. In that connection, Customer hereby: (a) irrevocably and unconditionally consents to submit itself to the sole and exclusive personal jurisdiction of the state court located in Alachua County, Florida, or, at Gulf Coast's election, in the state court located in the County or Counties in which an action to foreclose any lien rights that Gulf Coast may have must be brought (the "**Applicable Courts**"), (b) waives any objection to the laying of venue of any such litigation in any of the Applicable Courts, (c) agrees not to plead or claim in any such court that such litigation brought therein has been brought in an inconvenient forum and agrees not otherwise to attempt to deny or defeat such personal jurisdiction or venue by motion or other request for leave from any such court, and (d) agrees not to bring any action, suit, or proceeding in connection with any dispute, claim, or controversy arising out of or relating to the Agreement in any court or other tribunal other than any of the Applicable Courts.
11. **JURY TRIAL WAIVER.** THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY CONTROVERSY, CLAIM, OR DISPUTE ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH THE AGREEMENT.
12. **Miscellaneous Provisions.** Customer shall pay to Gulf Coast all costs of collection, including, without limitation, reasonable attorneys' fees, incurred by Gulf Coast in enforcing the Agreement, including, without limitation, collecting any money due from Customer and enforcing Gulf Coast's lien rights. The unenforceability or invalidity of any one or more portions of the Agreement shall not render any other portion unenforceable or invalid, which remaining portions shall continue in full force and effect. No waiver by Gulf Coast of any term or any obligation of Customer shall constitute a waiver of any other term or obligation. The rights and remedies of Gulf Coast under the Agreement are cumulative and not exclusive, and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. The exercise by Gulf Coast of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, or otherwise. Customer shall not assign or transfer its rights or obligations under the Agreement without the prior written consent of Gulf Coast. Gulf Coast may assign or transfer to any of its affiliated, parent, or subsidiary companies any or all of its rights or obligations under the Agreement without the prior written consent of Customer. All of Customer's representations, warranties, and indemnities under the Agreement shall survive the consummation or cancellation of any purchase and sale of Products. Which party prepared the Agreement shall have no bearing on its construction. This Agreement shall not be modified unless in a writing signed by an authorized representative of Gulf Coast. The Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.