

Good Brewer, LLC. (GB) (Seller)

Terms & Conditions

BY VISITING THIS WEBSITE WWW.GOODBREWER.COM OR BY SHOPPING HERE, YOU EXPRESSLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

Buyer additionally expressly agrees herein, with this invoice, that the following terms and conditions shall govern the purchase by Buyer and the sale of any goods or services by GB.

Acceptance & Cancellation of Orders

Each order for goods is subject to acceptance in writing by a duly authorized officer of GB. Any written acknowledgment of receipt of an order shipment in and of itself constitutes such acceptance. Buyer may cancel orders accepted by GB only upon written consent of GB. In the event of cancellation or other withdrawal of an order, without limiting any other remedy which GB may have as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges and all expenses incurred and commitments made by GB relating to the order shall be paid by Buyer to GB. Special orders for items normally not stocked are non-cancelable and non-refundable.

Delivery & Shipment

All prices quoted and goods shipped are F.O.B. – Carrier, GB's facility. Title and risk of loss of all goods shall pass upon GB's reasonable commercial delivery to carrier for shipment to Buyer. Unless otherwise agreed by GB in writing, Buyer shall pay all freight, handling, and delivery and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at the election of GB unless specifically designated by the Buyer. Despite specific selection of preferred carrier(s) by Buyer, GB may elect to choose a different carrier for reasons of reliability or access to specific geographic zones or for any other reasonable business grounds. GB shall not be liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of GB, which causes shall include without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fire, strikes, epidemics, quarantine restrictions, floods, earthquakes, riot, war, delays in transportation or inability to obtain necessary labor materials or supplies. In the event of any delay, the contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to GB. GB shall be entitled to refuse or delay shipments for failure by Buyer to pay promptly any payments due GB, whether on this or any other contract between GB and Buyer. GB shall have the right to deliver all goods covered hereby at one time or in portions from time to time within the time for delivery provided in such order, subject to the prior terms of this paragraph.

Terms & Payment

- a) Unless otherwise specified by GB in writing (refer to payment on face of the sales invoice), payment in full of the net amount owing without offset or deduction is due: 15 days from date of invoice. If payment is not received within the specified period, a late payment charge of 1.5% per month or the maximum allowed by law, whichever is less, shall be paid by Buyer.
- b) All checks and payments accepted by GB are subject to collection and Buyer agrees to pay all costs of collection, including reasonable attorney's fees and costs. GB may apply any checks or payments received from Buyer against any obligation of Buyer to GB under this or any other agreement, notwithstanding any statement appearing on or referring to such check. Acceptance of partial payment shall not constitute a waiver of GB's right to payment in full of all amounts owed from Buyer to GB.
- c) Buyer hereby grants GB a security interest in any goods shipped under this agreement, including all accessions to and replacements of such goods and the process thereof to secure the payment of the purchase price for such goods and all other amounts owing under this agreement. Buyer agrees that this agreement may be used by GB for facilitation of filing a financing statement in any location deemed necessary or advisable to perfect GB's security interest in the goods and their proceeds without the necessity to obtain an additional signature on the actual financing statement.

Nonetheless Buyer agrees to cooperate fully with GB in executing any additional documents, instruments, financing statements or amendments thereof as GB may deem necessary or advisable to maintain and continue the security interest created by this agreement.

Inspection & Acceptance of Goods

Buyer shall be responsible for conducting any final acceptance tests on goods if necessary, which tests shall be completed promptly and in no event later than immediately after delivery. The goods shall be deemed accepted by Buyer unless Buyer notifies GB in writing of Buyer's rejection of the goods and the reason for such rejection within five (5) days after delivery of the goods to the Buyer.

GB may elect to credit the account of Buyer or replace, with an additional shipping charge only, to Buyer all goods which at the time of delivery are not in accordance with their manufacturer's specifications, but only if Buyer provides GB timely rejection of the goods and returns such goods to GB's facility within 15 days from date of delivery in original intact packaging, in good condition acceptable to GB in its own sole discretion, without any missing parts or components, without their serial numbers, affixed labels or any part thereof altered, replaced or removed, and accompanied by a specification in writing of the defects involved. Items returned after 15 days of delivery but within 30 days of delivery shall be subject to a 15% restocking fee. Items returned

after 30 days from the date of delivery cannot be returned or refunded, but GB at its discretion may give a 'store credit' towards future purchases from the Buyer.

Shipping Damage Or Loss

In the event of shipping damage or loss, Buyer must contact GB and the shipping company immediately. If the Buyer has insured the merchandise or if the goods were shipping F.O.B.--Carrier, GB's shipping facility, (meaning the Buyer is being billed for the shipping charges charged by the shipping company), then the insurance claim will be the sole responsibility of the Buyer. GB will not be responsible for issuing the Buyer a credit memo if the insurance company has denied the claim. GB will not be responsible for any consequential or other damages for the loss or damage of merchandise during shipping. The Buyer is still be expected to pay for the shipment on the appropriate due date.

Offset of Amounts Owed to Buyer

If Buyer is owed any monies by GB because of goods purchased from Buyer, overpayment to GB or because GB has credited Buyer for returned goods or discounted a purchase to Buyer, GB at it's sole discretion may apply the owed amount to any other amounts owed by Buyer to GB. Any request for cash refunds of credits to Buyer must be sent to GB in writing. Any request for refunds of overpayments not done in writing and held by GB for more than two years will be deemed forfeited. GB may withhold payment of any amounts owed to Buyer if amounts owed by buyer to GB are past due.

GB's Right To Increase Prices

Unless otherwise specified on a sales order, GB reserves the right to increase the selling price of any and all goods by GB's supplier. The selling price quoted shall, upon increase in price by GB's supplier, be increased by a percentage equal to the percentage of increase in GB's cost for goods and Buyer agrees to pay any such increased price in accordance with the terms hereof.

Taxes

GB's prices do not include any applicable sales, use or other similar taxes. Accordingly, in addition to prices specified by GB, Buyer shall also be responsible for payment of any sales, use, excise or similar tax or duties attributable to the sale of goods covered hereby.

Product Warranty

Any warranty, which may be applicable to products purchased by Buyer pursuant to this agreement, will be listed in the product description on GB's Website. Please refer to the individual product for warranty information. Third party product warranty information is as specified in the third party documentation accompanying the product and, to the extent permitted by local law, GB does not warrant a third party product. Other than as may be set forth as a warranty in the product description, GB makes no express or implied warranties of any kind relating to any goods or products.

Disclaimer

The warranties set forth in this agreement are in lieu of and Buyer hereby expressly waives all other warranties of any kind, whether express, implied or statutory, including without limitation any other warranties of merchantability or fitness for a particular purpose, and all such other warranties are hereby disclaimed and excluded by GB. In no event shall GB be liable for any indirect, special, incidental, punitive or consequential damages in connection with or arising out of the sale, installation, use, operation, service or repair of any product whether based on breach of warranty or contract, strict liability, negligence or otherwise, whether or not GB shall have been advised as to the possibility or reason for any such potential loss or damage. The sole and exclusive remedy for breach of GB warranty of the products is stated herein. In all other cases (exclusive of GB's liability stated herein) GB's sole and exclusive liability with respect to any matter arising from or connected with the sale, installation, use, operation, service or repair of any products or GB's performance under this agreement, whether based on breach of warranty, contract, strict liability, negligence, or otherwise, shall not exceed the original cost to Buyer of the products sold or provided.

Insurance

GB's standard terms are Freight on Board-Carrier, GB's shipping facility. Buyer agrees to insure all shipments.

In any and all cases, Buyer will still be expected to pay for the shipment on the appropriate due date.

Proprietary Rights

GB shall have no liability of any kind with respect to any actual or alleged infringement of any United States or foreign patent, trademark, copyright, deskwork right, trade secret or other intellectual property or proprietary right. Buyer agrees to look solely to the manufacturer or licensor of the products with respect to any claim of infringement. Furthermore Buyer agrees to protect, defend, indemnify, and hold harmless GB from all sums, costs, expenses, and attorney's fees which GB may incur or be obligated to pay as a result of any and all claims, demands, causes or action, or judgments arising out of or relating to any use, modification, or enhancement of the goods purchased by the Buyer unless such use, modification, or enhancement is approved in writing by the manufacturer or licensor of the goods.

Technical Advice & Data

Any technical advice offered or given in connection with the use of any goods is an accommodation to Buyer without charge and GB shall have no responsibility or liability whatsoever for the content or use of such advise. Without GB's prior written consent, Buyer shall not use, duplicate or disclose any technical data delivered or disclosed by GB to Buyer for any purposes other than for installation, operation or maintenance of goods purchased by Buyer.

Default

In the event of any default, the Buyer shall pay all costs incurred by GB in collecting any amounts due under this agreement, including reasonable attorney's fees and court fees and costs. The waiver by GB of any breach hereof or default in any payment shall not be deemed to constitute a waiver of any succeeding breach or default. GB shall have all the remedies provided under the California Uniform Commercial Code, which shall be cumulative with any other remedies which GB may have at law, in equity, under any agreement of any type or otherwise. The exercise or failure to exercise any remedy shall not preclude the exercise of the remedy at another time or of any other remedy at any time. No action regardless of form arising out of or in any way relating to the goods furnished or services rendered by GB may be brought by Buyer more than one year after the cause of action has accrued.

Entire Agreement & Assignment

This agreement sets forth the only terms and conditions and is the entire agreement between the parties with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written negotiations, communications and agreements with respect thereto. No terms or conditions in any order or other writing by Buyer, course of prior dealings between the parties or usage of the trade shall amend, vary, supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. No subsequent modification of this agreement shall be binding upon GB unless reduced to writing and signed by both GB and Buyer. No agent, employee, or representative of GB has any authority to bind GB to any affirmation, representation or warranty covering the materials sold under this agreement. Unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this agreement, it has not formed a part of this agreement and shall not in any way be enforceable against GB. Any assignment of this agreement or any rights hereunder, wholly or in part, by Buyer shall be void without GB's written consent.

GB's performance of any contract is expressly made conditional on Buyer's agreement to GB's terms and conditions of sale here unless otherwise specifically agreed to in writing by GB. In the absence of such agreement, commencement of performance and/or delivery shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of Buyer's terms and conditions or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any goods or services shall be deemed acceptance of the terms and conditions stated herein.

General

This agreement and performance by the parties hereunder shall be governed and construed in accordance with the laws of the State of California, U.S.A., including the provisions of the

California Uniform Commercial Code but excluding its conflict of laws provisions. The parties expressly exclude the applicability of the United Nations Convention on International Sale of Goods. Any and all actions or proceedings arising out of or relating to this agreement or the goods or transactions shall be exclusively filed and resolved by the Superior Court of California, County of Santa Clara. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the assignees and successors in interest of Buyer. If any provision or part of this agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions hereof shall not be affected. The captions used herein are for the convenience of the parties only and shall not affect its construction or interpretation.
