



Cajun Heritage, LLC

3902 Reese Rd., Suite B300
Rosenberg, Texas 77471

Terms and Conditions of Purchase & Sale

The terms and conditions stated herein shall govern all purchases and sales of products by Cajun Heritage, LLC ("CH") which terms and conditions shall control concerning any purchase order submitted by the purchaser ("Purchaser") and these Terms and Conditions shall also apply to all orders placed by CH and accepted by Vendor. CH hereby disclaims and rejects any terms and conditions appearing in a Purchase Order from Purchaser that is in addition to, or inconsistent with, the terms and conditions stated herein, CH Quotations, and CH Invoices. Any such additional or inconsistent terms and conditions shall not be a part of the Agreement and shall not be binding on CH. CH will issue a quotation to the Purchaser for review and approval. If the Quotation is acceptable to Purchaser, then CH shall prepare a Sales Order Invoice ("Invoice") from the purchase order submitted by Purchaser based upon the exact terms listed in the CH Quotation. Purchaser shall sign and return to CH the Invoice as issued. The invoice will include a valid invoice number.

Upon the written acceptance by CH will constitute a binding contract between CH and Purchaser, which will constitute a binding contract and include these Terms and Conditions incorporated by reference into each Invoice signed Purchaser. Each Invoice signed by the Purchaser constitutes a separate Agreement including these essential elements.

PRICES

The prices set forth on the Quotation(s), Invoice(s) do not include any foreign, federal, state, or local sales, use or excise taxes, Customs, Duties, or tariffs unless specifically noted and itemized. Purchaser shall provide to CH upon request a Reseller permit and will be responsible to notify CH in the event of a change in such Reseller permit. Purchaser shall, in any event, pay any such charges, except for those imposed in CH's income. If Purchaser does not provide a valid Reseller sales permit, CH will include any applicable foreign, federal, state, or local sales, use, or excise taxes on the invoice.

SALES ORDERS

Unless otherwise specified, no CH products will be shipped until Purchaser has submitted a written purchase order and has signed a CH Invoice. Invoices for orders shall state: the invoice number, the CH products ordered, including model numbers, if applicable; quantity; requested pick up/delivery dates; billing address; shipping address; and any shipping instructions if applicable, product prices, and payment terms. CH will issue an invoice(s) to Purchaser under the Terms and Conditions of the Invoice, (i) which shall include a deposit due and payable at the time of acceptance of the Sales Order by both parties, and (ii) payment of any remaining balances before shipment of the products to Purchaser. Errors or omissions in any CH quotation, acceptance, packing list, or another document shall be subject to correction at CH's discretion.

CANCELLATIONS

Purchaser's Invoice, purchase orders, ...etc. shall not be subject to cancellation, changes, or reductions in amount, or suspension of deliveries once signed and delivered to CH except upon CH's prior discretion and written consent and upon terms which indemnify CH against any loss concerning such Invoice. No cancellations are accepted on special order items.

QUOTATIONS

Unless otherwise stated, all CH quotations are valid for fourteen (14) days from the date of quotation. All quotations of product prices shall be Ex Works from CH's Facility or another mutually agreed point of delivery and exclusive of VAT and import duties. All freight and insurance will be the responsibility of the Purchaser, unless otherwise arranged by the Purchaser with CH.

DELIVERY DATE

Any date of delivery furnished by CH to Purchaser is determined from the date of both CH's receipt of Purchaser's signed Invoice and cleared deposit according to payment terms. The delivery date is only an estimate of the date of delivery, not a guarantee of particular delivery date. If prepayment or letter of credit payment terms is required by CH's credit department, the delivery date is determined from the date of CH's receipt of such prepayment or approved a letter of credit. CH shall not be liable for a failure or delay in shipment.

Products/goods transported by sea are considered delivered upon docking at the predetermined port.

FORCE MAJEURE

All Quotations and Invoices are subject to strikes, labor problems, lockouts, civil unrest, acts of God, natural disasters, declared states of emergency by local, state, or federal agencies, contingencies of transportation, failure of usual source of supply of materials, and fuel, shortage of materials, accidents, product delay, or any other problems beyond CH's direct control. CH shall not be responsible for such events and will make every reasonable effort to ship the products once delays are rectified. CH will work with Purchaser to find solutions to any delays in good faith.

PAYMENT TERMS

Payment terms are set forth on both the Quotation and Invoice. If there is a discrepancy in terms CH shall determine the controlling terms. If payment terms are authorized by CH commencement of such terms shall begin from the date of acceptance of the Quotation by Purchaser. Any payment term other than payment in full upon invoicing shall be considered a line of credit to the Purchaser and subject to approval by CH's credit department, which reserves the right to change or withdraw credit terms without notice. All payments shall be made in US Dollars in Needville, TX, USA, and payment shall be required through irrevocable cashier's check, irrevocable letter of credit, or irrevocable wire transfer unless other terms were approved by CH. Any bank fees shall be paid by Purchaser.

LATE FEES

Purchaser shall pay a late fee of one and one-half percent (1.5%) per month on all balances not paid within the terms set forth on the Quotation and Invoice. Excessive late payments may cause future purchase orders once accepted by CH to be shipped to Purchaser on a prepayment or irrevocable letter of credit basis.

SECURITY INTEREST

For any Purchaser within the USA, Purchaser hereby grants to CH a purchase money security interest in Purchaser's entire inventory of CH's products, whether heretofore or hereafter acquired from CH. Purchaser hereby irrevocably appoints CH as Purchaser's attorney-in-fact to prepare, execute and file financing statements showing CH's interest in such CH products. Purchaser shall pay the cost of filing all such financial statements. Upon the occurrence of any default by Purchaser about payment for shipped CH products, and at any time thereafter, CH may without prior notice to Purchaser take possession of such CH products, wherever they may be found, or exercise and enforce any rights and remedies otherwise available to a secured party under the Uniform Commercial Code upon such default. For any Purchaser outside the USA, notwithstanding the passing of the risk of loss to Purchaser as provided herein, CH shall retain title to the products sold to Purchaser until receipt of full payment of the purchase price.

SHIPPING AND RISK OF LOSS

When indicated, CH shall ship all products listed on each Invoice to the name and address set forth on said Invoice and by the method set forth on the Invoice via the carrier designated by Purchaser Ex-works factory. Purchaser will be responsible for all shipping costs including costs of insurance for shipping of the products unless the Purchaser and CH agree in writing to a different arrangement. Risk of loss shall pass to Purchaser upon delivery by CH to the shipping carrier. CH will provide reasonable cooperation should Purchaser assert a claim against any carrier or insurance company to recover any loss of product during transit.

INDEMNIFICATION

Purchaser shall indemnify and defend CH and each of its affiliates against and hold them harmless from, any claims, actions, proceedings, liabilities, obligations, losses, damages, costs, or expenses (including reasonable attorney fees) incurred by CH or any of its affiliates to the extent (a) resulting from, or arising out of, or in connection with, any breach by Purchaser of any covenant or representation (b) or relating to death or injury to any person or damage to any person or damage to any property and resulting from, or arising out of or in connection with, any act or omission constituting negligence or willful misconduct by Purchaser or any of its subcontractor's, officer, directors, employees or agents, during the performance of its obligations under this Agreement.

PURCHASER'S DUTIES AND RESPONSIBILITIES

By accepting delivery of any CH product, the Purchaser agrees to use that product only for its intended use and shall be used as instructed. The Purchaser assumes, without limitation, all risk of injury, negligence, damage, or otherwise arising out of any use other than the intended use of a CH product. The Purchaser agrees to assume all liability arising out of any use other than the intended use of a CH product by any third party who has directly or indirectly obtained the product from the Purchaser. In addition, Purchaser agrees to indemnify, defend and hold harmless CH against all inquiries, claims, damages, actions, causes of action, injuries, and litigation arising out of any use other than the intended use of a CH product purchased by the Purchaser.

INSPECTION AND ACCEPTANCE

Purchaser shall notify CH within two (2) business days of receipt of CH services or products regarding any deficiency therein, including questions regarding the Quotation or Invoice. Failure to provide such notice to CH shall be deemed acceptance of such CH products as complete and satisfactory to Purchaser. Therefore, it is incumbent on Purchaser to inspect the products at the time of arrival and note any deficiencies. If the product(s) arrived are incorrect, please contact CH within the allotted timeframe and provide pictures and details of the deficiencies in written form. If deficiencies are not reported promptly, CH will not be able to assist with any claims by the Purchaser. All defective products that are returned to us must be packed in original boxes with original packing material. If the customer refuses any product, the customer must notify CH of such refusal in writing within 48 hours of receipt of such product. CH will determine the proper course of action(s). If CH determines a return is in order, CH will issue an RMA and the Purchaser shall return the product to CH in the original condition and packaging at the customer's expense within five business days after notice of refusal has been provided to CH. Otherwise, both Purchaser and customer shall be deemed to have accepted the product(s). Please note that there may be variations in product coloration and packaging. Digital or printed image colors, website pictures, and other media may also be slightly different.

CLAIMS, RETURNS, AND EXCHANGE POLICY

All sales are final unless an exception and prior authorization were provided by CH. Sales include purchase orders. All customers shall agree that considerable time and resources are utilized in securing requested items and in consideration completed purchase orders may not be canceled without special permission granted by CH. Should the special permission be granted a 25% retention of invoiced charges will be in effect.

Purchaser shall not be entitled to return products without CH written approval. Purchaser shall obtain the appropriate Return Merchandise Authorization from CH before returning any such product. CH reserves the right to examine and inspect all returned and exchanged items before deciding whether or not to possibly issue a credit to Purchaser's account. CH takes reasonable commercial efforts to ensure Purchaser's Invoiced item(s) ships and arrives intact and on time to Purchaser's delivery location. In case of damages at Purchaser's location, it is Purchaser's responsibility to keep the packaging, provide all necessary claim materials, and prepare the product to be picked up. All defective products must be returned in the original packing material. CH will only allow the return by Purchaser for the replacement of products with manufacturing defects. CH does not issue cash refunds. Shipping charges paid to CH are not refundable.

CH is not responsible for the damages caused by the freight company. CH does not accept or honor charge-back, debits, returns, offsets, deductions, or claims without CH's express written consent. Returns will not be accepted by CH unless the return complies with this provision. There will be a 25% fee for returned items with original packing for which CH agrees to a return and issues a Return Merchandise Authorization unless notified otherwise. The product that has been used or assembled opened, or altered in any manner will not be accepted for a refund, credit, or exchange. In no event will CH's liability for any breach of this Agreement be more than the amount of the Invoice which is the subject of the alleged breach subject to the adjustment of actual monies paid under such Invoice(s).

WARRANTIES

All products shall conform to the manufacturer's specifications and shall be free from defects in design, materials and workmanship for one (1) month from the date of shipment of product to Purchaser. CH HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CH's standard warranty policy covering any CH products shall be NULL, VOID, AND OF NO EFFECT if the Purchaser or any third party uses that product for any use other than the intended use of that product.

NOTICES

Any notices required or permitted will be given to the appropriate party at the address specified in the Invoice, or such other address as the party may have subsequently provided in writing. In addition to delivery by hand or by overnight courier such as FedEx, UPS, or another private delivery service with the signature of receipt required, a notice is deemed actually received when deposited with the U.S. Postal Service and sent certified mail return receipt requested, postage prepaid.

GOVERNING LAW

The laws of Fort Bend County and the State of Texas shall be controlling for all purposes regarding any claim or dispute between CH and Purchaser. The sole and exclusive forum for any action commenced by Purchaser shall be in a state or federal court in Fort Bend County, Texas. The United Nations Convention on Agreement for the International Sale of Goods shall not apply to transactions between CH and the Purchaser.