



ThermoStasis

Standard Terms and Conditions of Sale

1. LEGAL ENTITY ThermoStasis is a trade name of RivetDirect, Inc., a Massachusetts Corporation. Buyers entering into purchase or other trade agreements with ThermoStasis are doing business with RivetDirect, Inc. DBA ThermoStasis.

2. SCOPE The Terms and Conditions ("Terms") contained herein shall apply to all purchase orders accepted by ThermoStasis and all sales made by ThermoStasis. These Terms apply in lieu of any course of dealing between the parties or usage of trade in the industry. These Terms may in some instances conflict with some of the terms and conditions affixed to the purchase order or other procurement document issued by the Buyer. In such case, the Terms contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions herein, irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or by acceptance of and payment for products ordered hereunder. ThermoStasis' failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the Terms contained herein must specifically be agreed to in writing signed by an officer of RivetDirect, Inc. before becoming binding on either party.

3. PRICE, TAXES AND DUTIES All prices quoted by ThermoStasis are exclusive of any present or future sales, revenue or excise tax, value added tax, turnover tax, import duty (including brokerage fees) or other tax applicable to the manufacture or sale of any product. Such taxes, when applicable, shall be paid by Buyer unless Buyer provides a proper tax exemption certificate.

4. DELIVERY Unless otherwise specifically agreed in writing by ThermoStasis, all goods are sold FOB ThermoStasis' warehouse, the cost of transportation for and risk of loss to the goods to be borne by Buyer. ThermoStasis will use reasonable efforts to fill Buyer's order in accordance with the estimated delivery or shipping date, but ThermoStasis will not be responsible for any losses or damages resulting from shipping delays.

5. NON-CONFORMING DELIVERY Buyer will make adequate inspection of the goods promptly after their receipt, and in any event within thirty (30) days of receipt, and will give ThermoStasis prompt written notice of any non-conformity or defect. Failure to notify ThermoStasis in writing of any non-conformity or defect in the products or of quantity shortages or incorrect shipments within such period shall be deemed an unqualified waiver of any rights to return products on the basis of visible defects, shortages or incorrect shipments.

6. PAYMENT TERMS Buyer's obligation to make full and timely payment for each shipment will be without rights of set-off. Unless otherwise agreed in writing, payment terms are prepaid by credit card or by PayPal.

7. PRODUCT RETURNS Except as set forth in paragraphs 8 and 9 below, Buyer shall have no right to return conforming goods to ThermoStasis. ThermoStasis may, at its sole discretion, allow Buyer to return conforming goods to ThermoStasis, but all such discretionary returns will be subject to a restocking charge of 20% of the value of the returned goods. Such returns will be made only after Buyer's receipt from ThermoStasis of definite shipping instructions and an RA number with the cost of transportation for and risk of loss to the goods to be borne by Buyer.

8. LIMITED WARRANTY ThermoStasis warrants that the goods sold to Buyer, at the time of shipment, will meet ThermoStasis' specifications and be free from defects in material and workmanship. Such warranty is limited to six months from the date of shipment of the goods to Buyer. ThermoStasis' sole obligation and liability in the event of breach of warranty and Buyer's sole remedy, as determined by ThermoStasis shall be ThermoStasis' repayment of the amount paid for nonconforming goods, or repair or replacement of nonconforming goods free of charge at Buyer's delivery point. Such repair, replacement or repayment will be made only upon return of the nonconforming goods, which may be returned at ThermoStasis' cost only after Buyer's receipt from ThermoStasis of definite shipping instructions and an RA number. **THERMOSTASIS MAKES NO WARRANTY THAT THE GOODS WILL BE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. THERMOSTASIS MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT SUCH AS IS EXPRESSLY SET FORTH HEREIN.**

9. LIMITED LIABILITY In no event will ThermoStasis be liable for any incidental, consequential, indirect, special, contingent, or punitive damages arising out of the sale, installation or use of any ThermoStasis product or relating to: (i) any breach of contract or warranty, tort (including negligence or strict liability), or other theories of law with respect to products sold or services rendered, or undertakings, acts or omissions relating thereto; (ii) the tender of defective or non-conforming goods; (iii) breach of any other provision of this Agreement; or (iv) any claim of any kind arising out of or relating to any order or ThermoStasis' performance in connection therewith. In any event, ThermoStasis' liability will not exceed the purchase price of the goods on which such liability is based. Buyer assumes all liability for any loss, damage or injury to persons or property arising out of, connected with or resulting from the use of ThermoStasis' products, either alone or in combination with other products. If Buyer is unwilling to assume all liability arising from the installation and use of any ThermoStasis product, the product may be returned to ThermoStasis at any time prior to installation for a full refund of the purchase price.

10. CONFIDENTIAL INFORMATION Unless otherwise agreed to in writing by ThermoStasis, ThermoStasis will not be bound by any obligations of confidentiality or non-disclosure. No right, title, or interest in and to any development, invention, or work of authorship, conceived or developed by ThermoStasis during the course of performance hereunder, is conveyed to Buyer. ThermoStasis does not grant to Buyer, and nothing contained herein will obligate or be construed to obligate ThermoStasis to grant to Buyer, any license under any patents, trade secrets or other intellectual property owned by ThermoStasis.

11. FORCE MAJEURE ThermoStasis will not be liable for delays in filling the order or failure in the performance of any of its obligations hereunder caused by accidents, labor disputes or disruptions, strikes, shortages of labor, materials, fuel or power, fires, floods or other acts of God, acts of terrorism or war, acts or omissions of Buyer, delays in transportation or lack of transportation facilities, priorities required, requested or granted for the benefit of the government, restrictions imposed by law or any rules or regulations thereunder, or any cause, whether similar to or dissimilar from those enumerated, beyond ThermoStasis' reasonable control.

12. ASSIGNMENT AND SUBCONTRACTING This Agreement and any right or interest hereunder may not be assigned by Buyer without ThermoStasis' prior written consent. ThermoStasis shall be entitled at all times to assign its rights under the contract (in whole or in part) or to subcontract any part of the work or services to be provided under the contract as it deems necessary or desirable.

13. NOTICES Any notice hereunder shall be deemed to have been given if sent by prepaid first class mail to the party concerned at its last known address. Notice to ThermoStasis shall be to RivetDirect Inc., Attn: Legal Dept., 450 Wildwood Avenue, Woburn, MA 01801

14. WAIVER Failure by ThermoStasis to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15. APPLICABLE LAW Unless otherwise agreed in writing, the terms and conditions contained herein shall be governed by and construed under the laws of the State of Massachusetts, USA.