



TERMS AND CONDITIONS OF SALE

We at Ulteig thank you for the opportunity to perform services on your behalf. These may be professional engineering services, where the deliverable will include drawings with an engineering stamp, or other professional services, where the deliverables will not include drawings with an engineering stamp, collectively herein referred to as the "Services". If we have signed an agreement with you that includes terms and conditions, that agreement should be read as complementary to these where possible. Where they conflict, the signed agreement is intended to supersede these terms. Ulteig expressly refutes consent to any unsigned terms or any standard on purchase orders you issue. Terms such as "we," "our," "us," and "Ulteig" will refer to Ulteig Engineering, Inc. and any of our affiliates or subsidiaries. The terms "you," "your," and "Client" will refer to our client for whom we are performing Services. Each individually is a "Party" and together we are the "Parties" to these terms.

SCOPE, SCHEDULE, AND PRICE

The scope of Services, schedule of performance, and price of the Services are in accordance with the Ulteig Proposal with the most recent date that referred these terms. Any services not specifically set forth in the Scope of Services constitute "Additional Services," and, unless otherwise agreed, will entitle us to additional compensation calculated on an hourly basis under our fee schedule currently in effect.

Our hourly rates are subject to adjustment from time to time and may be affected by factors such as unusual time constraints and overall value of the Services. You acknowledge and agree that any estimates set forth in the Scope of Work or otherwise provided by us are only estimates and that we will not be bound or limited by any such estimates.

Reimbursement for certain items, such as travel expenses, long distance calls, facsimile service, photocopying, and computerized research are not included in the quoted price on the proposal. These expenses, if incurred, will be advanced by us, and then billed to you.

Any milestones or specific dates for completion of the Services will be as set forth in the schedule provided in the proposal. The quoted price assumes that there will be no material delays that prevent the completion of the Services according to the milestones or specific dates set forth in the proposal. The quote price is subject to modification in the event of any delays, except for any delays that are caused solely by us.

TERMS AND CONDITIONS

1. We will perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services provided under similar conditions at the same time and in a similar locale. We will be responsible for the technical accuracy of the Services and related work-product. If notified of any deficiency within one (1) year after the Services are delivered, we will correct any material technical inaccuracies in the Services or related work-product without additional compensation, except to the extent such inaccuracies are attributable to deficiencies in information furnished by you or otherwise your fault. THE FOREGOING REMEDIES CONSTITUTE YOUR

EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN THIS PARAGRAPH 1. WE MAKE NO OTHER WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

2. We will prepare invoices using our standard invoicing practices to be submitted to you monthly. Invoices are due and payable upon receipt. If you fail to make such payment within thirty (30) days after receipt, we will charge interest at the lesser of 1.5% per month or the maximum rate of interest permitted by law beginning date the invoice was received. Any late payments will be credited first to interest and then to principal. We may, after giving seven (7) days' written notice to you, suspend the Services until you pay all amounts due in full. Additionally, you will owe us any costs incurred to collect late payments from you.

In the event you have prepaid a retainer fee for the Services using our web payment portal, your retainer amount will be used as a credit to any amounts owed. In the event the Services would have cost less than the amount of your retainer, the remaining retainer payment will stay on your account as a credit for twelve (12) months and will be applied to any future work we perform for you in that time. However, the retainer fee is non-refundable and such credit will be forfeited if not used within the twelve (12) month period.

3. The obligation to provide further Services may be terminated by either Party upon seven (7) days' written notice in the event of substantial failure by the other Party to perform in accordance with these terms through no fault of the terminating Party. However, the Services will not terminate as a result of such substantial failure if the Party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof; provided, that if and to the extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, sixty (60) days after the date of receipt of the notice.

4. The obligation to provide further Services under these terms may be terminated by us immediately upon written notice to you if: (a) we believe that you have requested Services contrary to our responsibilities as a licensed professional; (b) you file a voluntary petition seeking relief under the United States Bankruptcy Code or there is an involuntary bankruptcy petition filed against you in the United States Bankruptcy Court; or (c) if our ability to perform or provide the Services is delayed or suspended for more than sixty (60) days for any reason beyond our control. We will have no liability to you on account of a termination under this Paragraph 4.

5. In the event of any termination of the Services, you will pay us for all Services performed and all Reimbursable Expenses we incur through the effective date of such termination. Please refer to Paragraph 2 regarding the impact this would make on the retainer fee, if paid.

6. Other than any cost, loss, or damages that is proven to have been caused by our sole negligence, we will not be liable to you or anyone claiming through you for any cost, loss, or damages caused, in whole or in part, by the negligence of any entity or individual in any way relating to the Services.

7. To the fullest extent permitted by law, and notwithstanding any other provision in these terms: (a) the Parties and their officers, directors, employees, agents, and consultants will not be liable to one another or any third party for any loss of use, revenue or profit, or for any special, incidental, indirect, consequential, exemplary or punitive damages whether arising out of breach of contract, tort (including negligence), professional errors or omissions, strict liability, any warranty express or implied, or otherwise, regardless of whether such damage was foreseeable and whether or not such Party has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose; and (b) our total liability, in the aggregate, including our officers, directors, employees, agents, and consultants, to you and anyone claiming through you for any and all claims, losses, costs, or damages arising out of, resulting from, or in any way related to the Services or these terms from any cause or causes will not exceed the total compensation you have paid us for the Services. This limitation applies to all liability or causes of action unless otherwise prohibited by law.

8. These terms may not be amended, modified or cancelled and may only be supplemented or superseded by a written instrument signed by the Parties. These terms and the Services are governed by North Dakota law. Any dispute between the Parties that cannot be resolved through alternative dispute resolution will be venued in a court of competent jurisdiction in Fargo, North Dakota. These terms combined with the proposal for the Services you received constitute the entire agreement between the Parties and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, whether written or oral except as noted in the first paragraph of these terms. If any legal action or proceeding is brought by us to enforce these terms, we will be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which we may be entitled.