

TERMS AND CONDITIONS OF PURCHASE

1. Your offer to purchase goods is accepted solely upon the terms and conditions stated below. Any additional or different terms and conditions proposed by you are rejected and shall have no effect. This order, when accepted by Cali Bamboo, LLC (the "Company"), is not subject to cancellation or deferment of delivery.

2. One Hundred percent (100%) payment for product and shipping is due upon execution of order and prior to shipment.

3. Your receipt of any goods shall be an unqualified acceptance of and a waiver of any and all claims not made in writing to Company within seven (7) business days after such receipt. Defect of part of the merchandise shall not be grounds for rejection by Buyer of all of such merchandise, nor all of the particular item in which such defect is found, nor shall be grounds for the cancellation of the undelivered portions thereof.

4. The prevailing party to any dispute arising from, or related to, this Agreement shall be entitled to recovery of their reasonable attorney's fees and costs.

5. Products are shipped via FedEx or common carrier. Orders requested to be shipped via special carrier or air freight must be specified at time of ordering. All shipping charges will be the responsibility of the customer. The Company strives for transit times of generally between 5-7 business days within the Contiguous U.S., however delivery within thirty (30) days of specified date, or delivery any time thereafter of shipments made prior to receipt of written notice of cancellation, shall constitute timely delivery. Company shall not be liable for any delay or failure of performance due to conditions or events beyond its reasonable control, including, without limitation natural disasters, accidents, labor disputes, shortages, ordinances, rules and regulations and inability to obtain material, equipment or transportation. If Company's production of merchandise is curtailed or suspended, deliveries may, at Company's option, be cancelled or be proportionately curtailed and then, at Company's option, resumed upon the removal of the cause so interfering with production and continued until the entire quantity purchased hereunder has been delivered. Company shall have the right to allocate its available supply of goods among its customers and affiliates in such manner as Company deems fair and equitable.

6. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS DESCRIBED HEREIN, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY CONCERNING THE DESIGN, MANUFACTURE, USE OR PERFORMANCE OF ANY SUCH GOODS OR ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY'S TOTAL LIABILITY FOR ANY COST, LOSS, DAMAGE OR OTHER POTENTIAL OR ACTUAL EXPENSES ARISING DIRECTLY OR INDIRECTLY OUT OF THE PURCHASE AND SALE OF THE GOODS DESCRIBED HEREIN SHALL NOT EXCEED THE PURCHASE PRICE PAID BY YOU FOR THE GOODS WITH RESPECT TO WHICH ANY CLAIM IS MADE, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL COMPANY BE LIABLE IN ANY WAY FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES EVEN IF COMPANY IS INFORMED OR IS OTHERWISE AWARE OR SHOULD BE AWARE OF THEIR LIKELIHOOD.

7. The risk of loss to the goods subject to this agreement shall pass to you as soon as such goods are presented to a carrier for delivery to you. Title to the goods shall remain with Company until

your tender of payment. Company cannot be held liable for damage or loss of shipment by a freight carrier.

8. All sales are final. Company cannot assume responsibility for the errors of others. Products ordered incorrectly cannot be returned without prior approval. A "Return Material Authorization" form will be provided by Company and must accompany the product. All returns shall have freight and related costs prepaid by the customer from point of origin. Product must be new and in marketable condition. Additionally, there will be a 20 percent (20%) restocking fee on all returned product. All freight charges are 100% non-refundable.

9. Orders are processed as they are received. Once they are put into production, add-ons may have to be treated as a new order and may hold up shipment of the original order. Cancellations and/or Change Orders are subject to approval by Company.

10. Bamboo is a natural product; each pole is unique and will vary in size, shape, taper, and color. All poles are expected to be within +/-20% of the range diameter it is sold in. Bamboo is a wood product and subject to cracking, splitting and discoloration, none of which will affect its structural purpose. Bamboo can be subject to surface mold when used outdoors. If surface mold is noticed, the following steps are recommended to remove the mold: Pressure wash or scrub the Bamboo surface. Let the Bamboo dry and add a wood sealer with a fungicide. Bamboo is flammable. If Bamboo is to be used indoors, it is recommended it be treated with a fire retardant. Fencing products contain galvanized steel wiring that can rust over time.

11. Waiver by Company of a breach by you of any provision hereof shall not be deemed a waiver of future compliance therewith or of any other obligations of you under this agreement.

12. This agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue for any legal proceeding arising from or relating to this agreement shall be exclusively in San Diego County, California.