TERMS OF SALE

Centro, Inc. and any of entities owned or operated by Centro, Inc. as seller, hereby expressly disclaims and purchaser expressly waives all warranties, express or implied, including any implied warranty of merchantability of fitness for a particular purpose, and Centro, Inc. neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the goods specified applicable to such goods. It is expressly understood and agreed that Centro, Inc. shall have no liability whatsoever for any incidental or consequential damages as applicable by law.

WARRANTY

(a) PRODUCTS, OR COMPONENTS THEROF, SUPPLIED BY ANY OTHER PARTY TO CENTRO, INC. ARE COVERED ONLY BY THE INDIVIDUAL WARRANTY OF SUCH OTHER PARTY AND NOT ENVISIONED HEREIN. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR USE OR FOR ANY OTHER MANNER. NO ORAL WARRANTIES OR REPRESENTATIONS ARE BINDING UNLESS MADE IN WRITING BY A PURCHASER RECOGNIZES THAT CENTRO, INC. IS NOT THE MANUFACTURER AND THAT CENTRO, INC. ISSUES NO WARRANTIES AS THE MANUFACTURER AND IS NOT LIABLE UNDER ANY MANUFACTURER’S WARRANTY.

(b) Centro, Inc. will provide assistance in handling such warranty claims but the purchaser will be responsible for shipping products claimed defective to the manufacturer with transportation charges prepaid. Purchaser’s remedies for breach of warranty against the manufacturer are limited to the remedies available under the manufacturer’s warranties.

(c) Centro, Inc. is authorized by any manufacturers to handle warranty claims. On these products, Centro, Inc. reserves the right to inspect products claimed defective under warranty at any purchase order the manufacturer. Centro’s invoice terms are Net 30, Late Payment: one ½ percentage per month service charge, not to exceed any statutory or constitutional limit. Failure to timely pay an invoice will entitle Centro to all collection costs, including but not limited to, attorney’s fees and costs. Freight terms are Prepaid & Add, F.O.B. Factory.

CHANGES

Prior to the date of delivery of any products or product hereunder, the Purchaser shall have the right to make changes in its order provided that Centro, Inc. receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts the additional charge therefore as determined by Centro, Inc.

Any changes which interfere with a contract Centro, Inc.'s delivery schedule will not be acceptable unless the time for performance is extended for such period as deemed necessary by Centro, Inc. Failure of Centro, Inc. to accept a Purchaser's request to change its order shall not be cause for Purchaser’s cancellation of its order except upon payment of a cancellation charge to be determined by Centro, Inc.

CANCELLATION

(a) Centro, Inc. shall have the absolute right to immediately cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make any payment required by this Agreement, the insolvent or bankruptcy of the Purchaser, initiation of any insolvency or dissolution proceeding by or against Purchaser, commission by any of unlawful, fraudulent, deceptive, or criminal act in relation to this Agreement. Centro, Inc. shall have the absolute right to cancel this Agreement for any reason.

(b) A purchase order or any part thereof which is hereby accepted by Centro, Inc. may not be cancelled unless and until fifteen (15) days after Centro, Inc. receives written notice of the cancellation, has determined the additional charge to be made and the same has been accepted and paid by the Purchaser. Upon receipt of a notice of cancellation, Centro, Inc. shall be entitled to take whatever action deemed necessary and advisable to minimize collection charges. A purchase order that is custom or non-standard or that is noted as “non-cancelable” will not be cancellable by the Purchaser.

DELAYS

Centro, Inc. shall not be liable for damages for delays in performance due to circumstances beyond its reasonable control, including without limiting the generality of the foregoing, any priority system established by any agency of the United States Government, prior sale from Centro or vendor inventory, fires, floods, storm, and other acts of God, accidents, strikes, insurrection, war, shortage of materials, loss of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Centro, Inc. to perform for these reasons aforesaid shall not be grounds for the Purchaser’s cancellation of order but the delivery date shall be extended accordingly.

LIMITATION OF LIABILITY

No claim made, hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Centro, Inc. shall not be liable in respect of any such claim for consequential damages arising therefrom except as herein specifically set forth.

CANCELLATION

The Terms of Sale as well as any terms or documents shall not be confidential. If Purchaser uses or produces any terms or documents that assert a confidentiality provision, Purchaser agrees unequivocally and without qualification that Purchasers terms or documents or any other thing produced in relation to the sale may be shared with the manufacturer or agent or distributor of the product sold to Purchaser.

INDEMNIFICATION

No claim made, hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect of which such claim is made, and Centro, Inc. shall not be liable in respect of any such claim for consequential damages arising therefrom except as herein specifically set forth.

CANCELLATION

The Terms of Sale as well as any terms or documents shall not be confidential. If Purchaser uses or produces any terms or documents that assert a confidentiality provision, Purchaser agrees unequivocally and without qualification that Purchasers terms or documents or any other thing produced in relation to the sale may be shared with the manufacturer or agent or distributor of the product sold to Purchaser.

CONFIDENTIALITY

These Terms of Sale as well as any terms or documents shall not be confidential. If Purchaser uses or produces any terms or documents that assert a confidentiality provision, Purchaser agrees unequivocally and without qualification that Purchasers terms or documents or any other thing produced in relation to the sale may be shared with the manufacturer or agent or distributor of the product sold to Purchaser.

MISCELLANEOUS

(a) This Agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Centro, Inc. and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.

(b) Centro, Inc.’s failure to insist, in any instance, upon the performance of any term or terms of the Agreement shall not be construed as a waiver of such term or the Agreement and Purchaser’s rights with respect thereto shall continue in full force and effect.

(c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by registered or certified mail, postage prepaid, to the other party thereto at its respective address first above written. Any such notice shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.

(d) Purchaser cannot assign any of the Parties’ rights or duties without the written consent of Centro, Inc.

(e) These Terms of Sale and the agreed product, design, price, and quantity set forth the entire agreement between the Parties and supersede all prior communications, negotiations and agreements, whether oral or written, with respect to the subject matter hereof. No amendment will be made to the Parties’ agreement unless in writing and signed by Centro, Inc.

(f) No failure, delay or indulgence given by Centro, Inc. in exercising any of its rights or remedies under these Terms of Sale shall be deemed to be a waiver of that right or remedy nor shall it operate to bar the exercise or enforcement of it at any time(s) thereafter.

(g) None of the terms endorsed upon, delivered with or contained in any of Purchaser’s documents (including quotations, invoices, price lists, receipts and specifications) shall be binding on Centro, Inc. or shall modify or supplement these Terms of Sale, regardless of any provisions to the contrary in such documents, and Purchaser waives any right which it otherwise might have to rely on such terms and acknowledges that any terms in any of its documents shall have no force or effect.

(h) To the extent any law places on Centro, Inc. any type of duty, requirement, or responsibility, such duty, requirement, or responsibility shall not create or impart on Purchaser any third-party beneficiary unless expressly provided for by the law.

(i) Centro, Inc. is an independent contractor and no agreement or transaction shall be construed as creating a partnership or joint venture or enterprise with Purchaser or Purchaser’s affiliates.

(j) Centro, Inc. shall not be liable for any delay in or inability to complete the performance of the Parties’ agreement because of any unforeseen circumstances beyond another party’s respective control, such as acts of God, industrial conflicts including without limitation strikes, lockouts, and work interruptions, government rules, regulations, suspensions or requisitions of any kind, fires; casualties or accidents.

(k) These Terms of Sale are binding on Purchaser as welt as Purchaser’s subsidiaries, parent companies, sister companies, successors-in-interest, and any affiliate.

(l) Purchaser’s remedies are limited to Centro, Inc. and do not extend to Centro, Inc.’s officers, directors, or any representatives.

(m) These Terms of Sale and any dispute or claim arising out of or in relation to it shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Tennessee, without regard to its choice of law rules. Any lawsuit or mediation shall occur in Shelby County, Tennessee.

(n) Any and all intellectual property created by Centro, Inc. in relation to any order or purchase or purchaser shall remain the sole and exclusive property of Centro, Inc. Centro, Inc. will not assign any intellectual property it develops unless separately negotiated and agreed upon in writing by the Parties and signed. To the extent Centro, Inc. must use any of Purchaser’s intellectual property, Purchaser indemnifies Centro, Inc. against any claims, including without limitation settlements, judgments, awards, attorney’s fees and costs, by any third-party claims against Purchaser with respect to such intellectual property.

(o) The paragraph headings in this Agreement are for convenience only. They form no part of this Agreement and are not intended to alter the meaning of the Agreement.

July 27, 2015