

G4 Kegs Standard Terms and Conditions

COMPANY: The COMPANY as used herein shall mean Krew Kegs, Inc., doing business as Gopher Kegs and G4 Kegs.

TERMS OF SALE: Sales of products covered hereby to Purchaser are made solely on the terms and condition set forth herein (collectively, "**Terms**"), notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form of purchase, all of which additional or conflicting terms and conditions are hereby rejected by the COMPANY unless agreed upon in writing and signed by an officer of the COMPANY. No waiver, alteration or modification of the Terms shall be valid unless made in writing and signed by an officer of the COMPANY.

SHIPPING: All products shall be sent in accordance with the COMPANY'S then current shipping policies. Purchaser agrees to pay for all shipping, handling, and insurance costs. Risk of loss shall transfer from the COMPANY to Purchaser upon delivery of the products to Purchaser or to common carrier whichever occurs first. Shipment dates are only estimates. COMPANY will not have any liability whatsoever for any deviations in complying with said schedules of shipment.

PRICE POLICY: Products will be ordered by Purchaser and shipped by the COMPANY at prices and quantities as agreed to by the parties and subject to the Terms. Prices for product are based on the quantity purchased. COMPANY may increase the invoiced prices if the quantity purchased decreases.

PAYMENT: Terms of payment are subject at all times to prior approval of the Credit Department of COMPANY. Unless otherwise agreed in writing, payment in full is due upon acceptance of non-decorated orders. For decorated orders, thirty percent (30%) of the price is due upon acceptance of the order, and the remaining seventy percent (70%) is due prior to the scheduled date of shipment. PURCHASER SHALL NOT RETAIN ANY PORTION OF PAYMENT DUE FOR ANY REASON WHATSOEVER. COMPANY WILL NOT HONOR RETAINAGE PROVISIONS. All past due amounts shall incur a service charge of one and one-half percent (1.5%) per month. Payments may be made with cash, check, wiring of funds, or credit cards. If a check from Purchaser is dishonored, then Purchaser shall reimburse COMPANY for any charges from COMPANY'S bank. Payment by check shall thereafter not be permitted by Purchaser.

CANCELLATION: Cancellation of all or any portion of an order given to COMPANY shall entitle COMPANY to charge and collect from Purchaser all costs incurred to that date by COMPANY, including the price of goods or services required to complete the said order theretofore committed to by COMPANY and shall further allow COMPANY to collect from Purchaser COMPANY'S profit for the entire order, which in all cases shall not be less than thirty percent (30%) of the purchase price. Any down payment paid by Purchaser is nonrefundable.

WARRANTIES: Unless otherwise agreed to in writing, COMPANY will replace, at the option of COMPANY, without charge to Purchaser, all parts of its own manufacture proven to be defective to the satisfaction of COMPANY, provided that claim is made by Purchaser within the period of 10 years from the date of shipment. COMPANY will replace each keg proven defective to COMPANY'S satisfaction with two new kegs. Products and accessories not of COMPANY's manufacture, including spears, are warranted only to the extent that they are in turn warranted by the manufacturers thereof.

This warranty, if activated, does not cover the following terms:

1. Labor, travel time, and expense (including loss of product) incurred at any time after delivery.
2. Any and all items of a housekeeping and/or maintenance type required for the proper operation of the products.
3. Any cause outside the control of COMPANY, such as fires, explosions, negligence or intentional acts of any party or parties and acts of God.
4. Reimbursement for lost product.

This warranty becomes void and of no force and effect, with Purchaser losing its rights hereunder, if the products made the subject hereof are altered in any manner. In any event, COMPANY shall have no liability for any indirect or consequential damages of any nature whatsoever as a result of the granting of this warranty. Rather, it shall be the sole responsibility of COMPANY hereunder to repair and/or replace as the situation dictates in the sole judgment of COMPANY, and Purchaser is limited to seeking enforcement of that obligation under the warranty as its sole and exclusive remedy. THIS IS THE SOLE WARRANTY GRANTED BY COMPANY. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR BY COMMON LAW, IN WRITING OR ORALLY, INCLUDING THAT OF MERCHANTABILITY AND/OR FITNESS FOR PURPOSE

The warranty does not cover:

1. Dents, dings, scratches, and wear from regular use.
2. Damage caused by negligence or misuse, such as, but not limited to, freezing, excessive heat, exposure to improper chemicals, or undue force.
3. Damage to or deterioration of decoration (wraps, silk screening, engraving, or embossing).

CLAIMS, BACK-CHARGES, SHORTAGES RISK OR LOSS: Claims for loss, breakage or damage, of any kind, are the responsibility of Purchaser and should be made timely to the carrier. COMPANY will render assistance in securing satisfactory adjustment of such claims where feasible. Claims of shortages or other errors, of whatever nature, must be made in writing to COMPANY within five (5) days from the date of receipt of the shipment, or such claims need not be considered by COMPANY. Loss, breakage, or damage of the shipment must be noted on the Bill of Lading. The failure to so timely notify constitutes the unqualified acceptance of the shipment by Purchaser and a waiver of all claims that could otherwise be made. Risk of loss for damages in transit is transferred to Purchaser upon delivery to the carrier by COMPANY irrespective of the "F.O.B." instruction. Back charges (Purchaser claimed expenses for labor or material supplied by or through Purchaser on and for subject items) will not be honored by and cannot be made the responsibility of COMPANY unless and until Purchaser obtains from COMPANY its prior written consent for such labor and/or materials, which consent can only be given by an officer or specifically authorized personnel of COMPANY.

TRANSPORTATION: Freight is a nonallowed item unless stated in the contrary in the quotation of COMPANY. Irrespective of whether freight is an included item, all prices quoted are "F.O.B." Factory. In any event, the identity of the common carrier and the manner of shipment is subject to the approval of COMPANY.

LIMITATION ON LIABILITY: The liability, if any, for losses, damages, claims or any other liabilities arising out of or related to the performance by COMPANY of the purchase order or the products covered thereby shall not, in any event, exceed the purchase price. Further, COMPANY shall not, under any circumstances, be liable for any indirect or consequential damage of any kind whatsoever, irrespective of its character, including, but not limited to, out-of-pocket expenses incurred by Purchaser, lost production, loss of use of facilities, property damage or loss of profits, irrespective of whether suffered directly by Purchaser or others.

SALES TAX: Unless otherwise negotiated, state and local sales and use taxes are the responsibility of the Purchaser.

SECURITY AGREEMENT: To secure the performance of the payment terms provided herein, Purchaser hereby grants to COMPANY a security interest in the products described in this purchase order. Until full payment is made, Purchaser (1) shall maintain the products free from any liens, security interests, and encumbrances, other than those in favor of COMPANY; (2) shall not sell, transfer, lease, or allow the property to be sold, transferred, or leased, except in the ordinary course of business; and (3) shall keep the security in good condition, and protect it from loss, damage, and deterioration. A default shall occur if any of the following shall occur: (a) failure to comply with any of the terms and conditions of the purchase; (b) failure to pay the purchase price when due; (c) loss or substantial damage to, or destruction of the collateral; or (d) sale or transfer of the collateral. Upon the occurrence of any default, COMPANY may exercise all rights and remedies as a seller under the Uniform Commercial Code as enacted in the state of Oregon.

GENERAL: Materials that cannot be reasonably obtained due to restrictions established by any governmental entity or authority may be substituted by COMPANY. It shall not be construed as a waiver or surrender of any term, condition or right hereunder vested in COMPANY in the event it shall fail to enforce in any one or more instances the performance of same by Purchaser. If legal action is commenced in connection with this sale, the prevailing party in the action shall be entitled to recover its reasonable attorney fees and costs from the nonprevailing party. This Agreement shall be construed and governed by the laws of the state of Oregon. Any legal action in connection with this order, shall be heard by the Circuit Court of Washington County, Oregon. Both parties consent to such venue and jurisdiction.

KREW KEGS, INC.

d/b/a G4 Kegs

BY: _____

Name: _____

Title: _____

PURCHASER:

BY: _____

Name: _____

Title: _____

