

TERMS AND CONDITIONS OF NV GOLF CARS, LTD.

1. Definitions; Interpretation. In addition to definitions provided elsewhere herein, the following definitions shall apply to these terms and conditions (“**Terms**”). “**Seller**” means NV Golf Cars, Ltd. d/b/a The Cartbarn; “**Buyer**” means a party who places an order with Seller for Purchases; “**Carrier**” means Buyer or the third party carrier engaged by Buyer, or on Buyer’s behalf, to deliver the Products to Buyer’s site; “**Laws**” means all applicable federal, state, and local laws, codes, rules, regulations, and orders of any governmental authority; “**Purchases**” means Products or Services, as applicable; “**Products**” means any and all goods sold by Seller to Buyer; “**Services**” means all services provided by Seller to Buyer; “**Manufacturer**” means the manufacturer of a Product; “**Manufacturer’s Warranty**” means the limited warranties furnished by the Manufacturer with respect to a Product manufactured by it; “**Shipping Site**” means Seller’s location where the Products are received by the Carrier for transportation to Buyer’s site; “**Specific Terms**” means, as applicable, the specific terms set forth in an Order; “**Order**” means credit quotations, sales orders, and invoices of Seller related to Purchases, all of which shall be deemed to include these Terms. As used herein: (a) the singular includes the plural and vice versa, (b) the term “or” is not exclusive, (c) “include” or “including” means including, without limitation, (d) headings do not constitute a part of these Terms, (e) all references to money refers to United States currency, and (f) references to Seller and Buyer include their respective affiliates, successors, and assigns.

2. Acceptance; Conflicting Terms. Buyer shall be deemed to have irrevocably accepted the Terms upon the earliest of (a) executing an Order to which these Terms are attached or with respect to which these Terms are delivered, (b) placing an Order in writing or orally, (c) acceptance of the delivery of a Purchase, or (d) payment of any amount due for a Purchase. If additional or different terms or conditions (“**Buyer’s Proposed Terms**”) are contained in an order submitted by Buyer (including on Buyer’s forms), these Terms shall control regardless of when Buyer’s Proposed Terms are received by Seller unless Seller agrees in writing to a Buyer’s Proposed Term; otherwise, Seller rejects all Buyer’s Proposed Terms. If the parties have entered into another agreement identified in the Order (the “**Other Agreement Terms**”), the Terms and the Other Agreement Terms shall both be applicable where they are not inconsistent with each other; however, to the extent a conflict exists, the Other Agreement Terms shall control.

3. Prices; Payment Terms; Security Interest. Prices for Purchases: (a) shall be the purchase price set forth in an Order, plus additional charges and less deductions set forth therein, (b) do not include packing, transportation, or insurance unless otherwise agreed, (c) exclude all federal, state, and local taxes, all of which shall be paid by Buyer. Payment shall be made as set forth in the Specific Terms, and if the payment terms are not specified, payment in full shall be made upon receipt of the invoice. Buyer shall have no rights of set-off or other retainage of any kind. Buyer shall pay Seller interest on delinquent payments at the rate of one percent (1%) per month

or the highest rate permitted by law, whichever is less. Seller may require Buyer to pay the purchase price, or to provide adequate security for payment, prior to delivery of the Purchases. If Seller makes a delivery of any Products before Buyer’s payment in full of the price therefor, then Buyer grants to Seller a purchase money security interest in the Products and authorizes Seller to file Uniform Commercial Code financing statements, amendments, and continuation statements or filings in connection therewith and to take all other actions Seller deems necessary or desirable to perfect, maintain, protect, and foreclose on the security interest granted herein.

4. Orders; Delivery; Risk of Loss; Transportation; Inspection. Orders may not be cancelled or modified after 48 has elapsed from placement of an Order. Unless otherwise specified on an Order, Products shall be delivered Ex-Works Shipping Site, with Buyer responsible for transportation insurance. Partial deliveries are allowed without Buyer consent. Delivery dates are estimates only. Seller shall attempt to notify Buyer of anticipated delivery delays, but Seller shall not be in default due to any such delays. Buyer shall assume risk of loss of the Products at the Shipping Site, but title to the Products shall remain with Seller until Buyer’s payment of the price for the Products in full. Unless otherwise set forth in the Specific Terms, Seller shall have no responsibility to pack, unload, or install Products. Buyer shall fully inspect all Products upon delivery and note on the shipping ticket any nonconformity. If a nonconformity relates to incorrect Products being shipped or damaged Products, Buyer shall notify Seller thereof within two days after delivery, and follow Seller’s instructions for remedy of such nonconformity. If nonconformity relates to damaged Products, Seller shall assist Buyer in obtaining Buyer’s rights under the Manufacturer’s Warranty.

5. Warranty Disclaimer. Seller warrants that it has title, or the rights necessary to, sell the Purchases to Buyer. Seller does not manufacture the Products; accordingly, **EXCEPT AS SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PURCHASES, INCLUDING COMPLIANCE WITH BUYER’S OR END-USER’S SPECIFICATIONS AND INDUSTRY STANDARDS; ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND DESIGN ARE DISCLAIMED AND EXCLUDED. THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS ARE CONTAINED IN THE MANUFACTURER’S WARRANTY.**

6. Manufacturer’s Warranty; Exclusive Remedy. To the extent assignable, Seller assigns to Buyer all of Seller’s right, title, and interest in the Manufacturer’s Warranty. Seller shall cooperate with Buyer to obtain the consent of the Manufacturer to assignment of the Manufacturer’s Warranty. Seeking repair or replacement rights under the Manufacturer’s Warranty shall be Buyer’s sole and exclusive remedy with respect to defective Products. Notwithstanding the foregoing,

the Manufacturer's Warranty shall not cover noncompliance with the specifications that results from (a) use of Products in other than their normal and customary manner or not in compliance with the instruction materials provided by Seller, (b) neglect, abuse, or misuse, (c) improper handling, operation, transport, storage, or environmental conditions, (d) unauthorized alterations, or (e) damage that occurs during shipment.

7. Limitation of Liability. Seller shall not be liable to Buyer for any special, exemplary, indirect, or consequential damages of any type, including loss of profits, arising out of, resulting from a breach of Seller's obligations hereunder, whether arising out of contract, negligence, strict liability, or otherwise. Seller's total liability hereunder for all claims shall not exceed the amount paid to Seller by Buyer for the applicable Purchases.

8. Excusable Delays. If Seller shall be rendered wholly or partly unable to carry out its obligations under these Terms by reason of an event beyond its reasonable control, including acts of God, labor troubles, production or engineering difficulties, terrorism, war, government acts, or inability to obtain the Products, then the performance of such obligations, insofar as they are affected by such cause, shall be excused during the continuance of the inability so caused.

9. Compliance with Laws and Instruction Materials. Buyer shall comply with all Laws in effect from time to time relating to the use, handling, transportation, installation, service, maintenance, cleaning, and disposal of the Products and shall comply with the instruction materials provided by Seller or a Manufacturer.

10. No Liens. Buyer shall not allow the creation of any lien or security interest on any Products until Seller's delivery of the Products and Buyer's payment in full of the price for the Products.

11. Indemnification. Buyer shall indemnify, hold harmless, and if requested by Seller, defend, Seller, its affiliates, and its affiliates' respective successors, assigns, employees, officers, managers, members, partners, contractors, and consultants (as applicable, the "**Indemnified Party**") from and against all losses, costs, expenses, liabilities, damages, fines, or penalties, including court costs, reasonable attorneys' and professionals' fees and expenses and other litigation or settlement expenses (collectively "**Losses**") sustained or incurred by the Indemnified Party, including in connection with a claim, demand, or action (a "**Claim**") made by a third party against the Indemnified Party, to the extent arising from (a) failure of Buyer to perform Buyer's obligations under the Terms, and (b) use of the Products.

12. Cumulative Remedies; No Waiver. If Buyer fails to comply with any Term, in addition to all other remedies available to Seller at law or in equity, all of which shall be cumulative, Seller shall have the right to cease supplying Purchases to Buyer and to terminate any Orders, except that Buyer shall be obligated to pay all amounts owed to Seller for Purchases delivered prior to such termination. Failure of Seller to enforce any right it may have against Buyer shall not

constitute a waiver of such right or a waiver of any other right of Seller.

13. Entire Agreement; Amendment; General Provisions. These Terms (including the Specific Terms contained in Orders) constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous negotiations and agreements, whether written or oral. These Terms may be amended only by a writing signed by both parties. The rights and obligations of Buyer pursuant to these Terms may not be assigned or delegated, by operation of law or otherwise, without the written consent of Seller. If any of the provisions herein shall for any reason be held void or unenforceable, the remaining provisions shall remain in full force and effect.

14. Notices. All notices, consents, approvals, change orders, and other communications that are required or permitted to be given under these Terms shall be sufficient in all respects if given in writing and delivered in person or by electronic mail, facsimile, overnight courier, or certified mail, postage prepaid, return receipt requested, to the receiving party at the address shown on the Order, or to such other address as such party may have given to the other by notice pursuant to this Section. Notices, consents, approvals, change orders, and other communications shall be deemed delivered, given, and received on the date of delivery, in the case of personal delivery, electronic mail, or facsimile, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

15. Governing Law and Forum; Waiver of Trial by Jury. The Laws of the State of Nevada, excluding choice of law rules, shall govern any action related to these Terms. Any litigation with respect to the Agreement shall be brought exclusively in the courts of the State of Nevada, County of Washoe, and Buyer irrevocably submits to such personal jurisdiction and venue. This provision is mandatory. IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES THAT THEY EACH WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS.

16. Attorney's Fees. If Seller is required to take any action to enforce these Terms, Seller shall be entitled to reasonable attorneys', consultants', expert witnesses', and other professionals' fees and costs, costs of collection, and interest at the statutory rate on any unpaid amount from the date due.