

TERMS OF SALE AGREEMENT

This Sales Agreement for adaptive classroom products (this "Agreement") is made effective on the date of purchase, by and between Solsbury Adaptive Classroom Products, LLC and the buyer.

1. ITEMS PURCHASED. Solsbury Adaptive Classroom Products, LLC., agrees to sell our products in accordance with the terms and conditions of this Agreement.

The buyer is responsible for a 6% sales tax as well as shipping on all items.

2. PRODUCT STANDARDS. The goods or products shall comply with industry standards.

3. TITLE/RISK OF LOSS. Buyer shall pay reasonable shipping costs in accordance with its shipping instructions, but the seller shall be responsible for packaging, shipping and safe delivery and shall bear all risk of damage or loss until the goods are delivered to the buyer's address.

4. PAYMENT. Payment shall be made to Solsbury Adaptive Classroom Products, LLC., located at 230 Howertown Road, Northampton, Pennsylvania 18067, at the time the order for a product(s) is placed. In addition to any other right or remedy provided by law, if the buyer fails to pay for the products or goods when due, Solsbury has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies as described below under "Remedies on Default."

5. DELIVERY. Time is of the essence in the performance of this Agreement. Solsbury will arrange for delivery by our chosen carrier. Delivery of any of our products shall be completed within 6-8 weeks. If Solsbury Adaptive Classroom Products, LLC. has supplier chain delays, the buyer will be notified immediately of this delay and will have the option to cancel the order.

6. PAYMENT OF TAXES. The buyer agrees to pay a 6% sales tax on the items purchased.

7. WARRANTIES. Solsbury Adaptive Classroom Products, LLC. warrants that our products shall be free of substantive defects in material and workmanship. Our products meet or exceed all 3rd party testing and safety requirements which are set forth and legally enforced by the Consumer Product Safety Commission.

SOLSBURY ADAPTIVE CLASSROOM PRODUCTS, LLC. makes no warranties, expressed or implied, except as specifically stated above. SUCH WARRANTIES, IF ANY, ARE IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SOLSBURY ADAPTIVE CLASSROOM PRODUCTS, LLC. SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, EVEN IF SOLSBURY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

At Solsbury Adaptive Classroom Products, LLC., we provide a full one year warranty on all of our products. If any of our products malfunction or break within the first year, we will replace the part or product free of charge.

8. INSPECTION. Upon receiving possession of one of our products, the buyer shall have a reasonable opportunity to inspect the product(s) to determine if the product(s) conform to the requirements of this Agreement. If the buyer in good faith, determines that all or a portion of the product(s) are non-conforming or defective, the buyer may return the product to Solsbury Adaptive Classroom Products, LLC. at Solsbury's

expense. The buyer must provide written notice to Solsbury Adaptive Classroom Products, LLC. of the reason for rejecting the product(s) . Solsbury Adaptive Classroom Products, LLC. will have 30 days from the return of the product to remedy such defects under the terms of this Agreement.

9. DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the product(s) in the time and manner provided for in this Agreement.

10. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

11. FORCE MAJEURE. If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. DISPUTE RESOLUTION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance under the rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. The arbitrator(s) shall not have the authority to modify any provisions of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

13. CONFIDENTIALITY. Both parties acknowledge that during the course of this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

Upon termination of this Agreement, Solsbury Adaptive Classroom Products, LLC., will return to the buyer all records, notes, documentation and other items that were used, created, or controlled by Solsbury during the term of this Agreement.

14. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

17. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by and construed according to the laws of the State of Pennsylvania without reference to its conflicts of law principles.

