

The following conditions shall apply:

1. Definitions

The terms and expressions below are defined as follow for the purposes of these General Terms and Conditions:

- Client: the company wishing to purchase from Castagra or a Third Party Manufacturer (Rig Manufacturer)
- Supplier: Castagra Products, Inc., a Nevada Corporation.
- Rig Manufacturer: the manufacturer of the Spray Rig
- Agreement: the arrangements set down in writing between the Client and the Supplier concerning the delivery of items
- Castagra Products: Castagra Coatings Products

2. Acceptance of Purchase Order

An agreement is established if the client places a signed, written order with the supplier and this order is accepted by the supplier. In addition to explicit acceptance, an order from the client is also regarded as accepted by the supplier if the supplier does not inform the client within 10 days that it does not accept the particular order. The supplier's acceptance of an order from the client also entails acceptance of these terms and conditions as part of the purchase agreement.

The client is authorised to change the size and/or quantity of the items to be supplied at any time, in consultation with the supplier.

The client is not bound by changes to the order or to the assignment proposed and/or made by the supplier after the order is placed, nor by the consequences of such a change unless this change and these consequences have been accepted in writing by the client.

If the client makes a change to an order after placing it with the supplier and the supplier deems that this change has consequences for the agreed fixed price and/or delivery time, before following through on the change the supplier is required to notify the client of this in writing, as soon as possible but no later than within 8 working days after notification of the desired change.

If the client feels these consequences for the price and/or delivery time are unreasonable, the parties must discuss the matter.

3. Spray Rig

The Client will purchase a Spray Rig from the Rig Manufacturer prior to ordering the Products from Castagra. If the Client purchases the Spray Rig from Castagra, the purchase and sale shall be governed by the terms and conditions of this Agreement. Castagra shall deliver the Spray Rig Ex Works the Rig Manufacturer's facility. Title to and risk of loss, damage, destruction, or deterioration of the Spray Rig shall pass from Castagra to the Client at the Rig Manufacturer's facility.

The Client shall not use the Spray Rig:

- prior to completion of Initial Certification Training
- prior to obtaining a Castagra Qualification certificate
- with any other products other than Castagra products
- following notification from Castagra that the Client's certification has been suspended
- after termination or expiration of this Agreement
- after modifications without the expressed written consent of Castagra

4. License fee

Concurrent to the purchase of the Spray Rig, the Client shall pay a license fee of four hundred dollars (\$400.00) which is included in the purchase price, not in addition to.

5. Castagra Products

Castagra is the owner of certain know-how and intellectual property included by not limited to Solvent-Free Plural Component Spraying System and Method as disclosed in U.S. Patent Application Serial No. 13/181,201 filed July 12, 2011.

When purchasing or using Castagra Products the following shall apply:

- Products are for industrial use only and by qualified personnel
- Prior to the Client's application of Products for a customer, the Client shall provide to the customer a copy of any applicable Safety Data Sheets (SDS) for Products provided by Castagra to the Client.
- The Client shall not mix, blend, modify or contaminate the Products.
- The Client shall dispose of all unused Products and containers in accordance with Law.

This section shall survive any termination of this Agreement.

6. Payments

Castagra shall invoice the client for each amount owed for the Spray Rig, Products and Training. Client shall pay the amount in the invoices within 30 days after delivery or such earlier date as specified in the applicable invoice, Quote or Pricing

Terms. Any invoice not paid when due shall accrue interest at the rate of 18% per annum, or to the greatest extent allowable under the law, from the date of the invoice. Client shall submit any dispute regarding an invoice to Castagra in writing within 30 days after the invoice date, or any such claims shall be deemed waived.

7. Damaged Goods

Castagra's goods are carefully inspected and checked prior to shipment for any damage. The Client assumes all responsibility for risk relating to loss or damage of Goods once the Goods pass into the hands of the carrier.

8. Delayed Performance

Castagra shall not be responsible for delays in shipments caused by labor difficulties, material shortages, transportation delays, accidents, acts of God or other causes beyond Castagra's reasonable control; or for delay caused by the acts or omissions of Castagra, its servants or agents. Castagra shall not be responsible for the Client's lost profits or other consequential damages incurred by the Client for any delay or failure by Castagra to make delivery of any order.

Castagra's sole liability shall be to refund any amounts prepaid by the Client to Castagra on account of such delayed or non-delivered order.

9. Warranties

Castagra makes no warranties expressed or implied, other than the following:

9.1 Spray Rig

All warranties default to the Rig Manufacturer. Travel and travel expenses are not covered by warranty. Rig Manufacturer will work with original owner to file warranty claim. If warranty claim is denied, the Client will be responsible for the parts, labor and travel expenses of repair cost. If Client has a net 30 day account in good standing with the Rig Manufacturer, Client will be billed at the time of the repair. Any Client that does not have an open account with Rig Manufacturer will be required to pay for the repair when the repair is completed. If the warranty claim is approved by Rig Manufacturer, Client will be credited for repair.

9.2 Castagra Coatings Products

Castagra warrants that at the time of shipment of the Products from Castagra's facility and for 1 year thereafter, Products that are manufactured by Castagra shall be:

- free of manufacturing defects
- meet the physical properties published by Castagra as of the date of shipment when applied in accordance with Castagra's written directions and tested in accordance with ASTM and Castagra standards.
- If, prior to the expiration of such one (1) year period, any Castagra Manufactured Products do not comply with the foregoing warranties Castagra, shall either replace such Castagra Manufactured Products or refund the price paid by the Client.
- Any installation of Castagra products which fall into the categories below shall void all warranties:
 - o Failing to conform to mixing and ratio information and instructions
 - o Measuring and mixing in smaller quantities other than full kits
 - o Conforming to advised surface preparation information
 - o Following product Safety Data Sheets (SDS) and Technical Data Sheets (TDS)
- The Client shall assign the warranties and remedies set forth in this paragraph to each of its customers. The Client shall not provide to its customers any warranties on the Products except as set forth in this paragraph.
- In instances where the client has chosen to color tint Castagra product, this is done at the clients' risk. Color matching or aesthetics is not be guaranteed.

The above warranties cease to be effective if the products are altered or repaired other than by persons authorized or approved by Castagra to perform such work. Repairs or replacement deliveries do not interrupt or prolong the term of the warranty. The warranties above cease to be effective if the Client fails to operate and use the products sold hereunder in a safe and reasonable manner and in accordance with any written instructions from the manufacturer.

10. Limitation of Liability

Under no circumstances shall Castagra be liable for incidental, punitive or consequential damages or for lost profits, whether such liability is a result of negligence, strict liability, breach, or any other theory of law.

This Section shall survive any termination of this Agreement.

11. Shipping Terms

Unless specified otherwise, ExWorks shall be used as the shipping terms for all Castagra Products, Inc. initiated shipments.

12. Cancellation or Modification

The Client may cancel or modify a shipment of any part thereof only upon Castagra receiving written notice 7 days prior to the cancellation or modification and upon payment to Castagra of reasonable and proper cancellation or modification charges based upon expenses already incurred and commitments made by Castagra, including, without limitation, any labour done, material purchased and also including Castagra's usual overhead and reasonable profit and cancellation charges from Castagra's suppliers.

13. Return Policy

Castagra may accept any stock items that are unopened, unused materials within fourteen (14) days from date of receipt. Return shipping will be at the cost of the Client and the material will be checked for merchantability. Returns will be subject to a restocking fee of 25% of returned items.

14. Insurance

The Client is required to insure the financial consequences of its liability. Insurance of liability does not detract from the supplier's liability under the agreement of law.

15. Governing law

This Agreement and any legal matters relating to it, shall be governed by, and construed in accordance with the Laws of the State of Nevada.

The parties shall attempt to resolve any dispute between them by mediation; provided, however, if no resolution is reached within a reasonable period of time after the commencement thereof, then either party may (a) submit the dispute to arbitration in Reno, Nevada, which arbitration shall be conducted in accordance with the rules and regulations of the American Arbitration Association, or (b) bring a claim in the appropriate courts in Reno, Nevada, and the parties consent to personal jurisdiction in the State of Nevada.

The parties waive the right to trial by jury in any litigation arising out of or relating to this agreement. The award of the arbitrator shall be final and binding upon each of the parties and shall not be subject to appeal or judicial review.

16. Confidentiality and Trade Secrets

The Client shall not, at any time during the term of this Agreement or thereafter, disclose, reveal or communicate to any other person any information regarding the Product, Spray Rig, equipment specifications, programs, software, intellectual property rights, inventions, devices, formulas, processes, listings, print-outs, documentations, notes, flow charts, manuals, programming aids, plans, source codes, object codes, compilations, technology, know-how, or trade secrets of any kind or character relating to the business of Castagra (collectively, the "Confidential Information") that the Client may have obtained from Castagra concerning any matters relating to the business of Castagra that the Client knows or has reason to know or should reasonably determine Castagra considers to be confidential or proprietary. The Client shall utilize the Confidential Information solely for the purposes covered by this Agreement and shall not use any Confidential Information after the termination of this Agreement. Castagra shall be entitled to injunctive relief, in addition to any remedies available at Law, for a violation of this Section or any other provision of this Agreement, or for any infringement by the Client of Castagra's intellectual property rights.

This Section shall survive any termination of this Agreement.

17. Intellectual Property

Castagra grants to the Client a limited, terminable, non-exclusive, non-transferable, non-sublicensable right to use and display Castagra's trademarks, symbols, logos, emblems, insignia, and other Product designations (collectively, the "Trademarks") for the sole purpose of identifying the Client as a certified applicator of the Products and solely in accordance with such usage guidelines as Castagra may make available to the Client from time to time.

The Client's use of the Trademarks shall not create in its favor any right, title, or interest therein, and Castagra shall have the exclusive right, title, and interest in the Trademarks. The Client shall not, without Castagra's prior written consent, adopt or use any mark, name, or domain name which is likely to be similar to or confused with the Trademarks. The Client's rights under this Subsection shall terminate immediately upon any termination of this Agreement. The Client shall immediately notify Castagra of any infringement of the Trademarks that comes to their attention and cooperate with Castagra to take all reasonable actions Castagra deems desirable to prevent or stop such infringement. Castagra may revoke the limited rights granted in this Subsection if the Client fails to fully comply with the provisions of this Subsection or misuses or negatively affects the value of the Trademarks.

Castagra from time to time may request project photos from the Client. By providing photos to Castagra, the Client is agreeing to grant Castagra a non-exclusive right to reproduce or publish these photos.

18. Inventions

Castagra shall be the sole owner of all inventions, designs, processes, programs, techniques, methodologies, equipment, improvements, and information and data developed by the Client or Castagra ("Inventions") in connection with the Products, the Spray Rig, the Trademarks, or the Equipment. The Client shall promptly disclose all Inventions developed by the Client and all details related to Castagra. All Inventions shall be deemed "works-made-for-hire" within the meaning of copyright Law.

The Client assigns, and upon creation of each Invention automatically assigns, to Castagra all right, title, and interest in the Inventions and in all intellectual property therein. During the term of this agreement and for 24 months thereafter, Client shall not (a) directly or indirectly develop or manufacture any product that competes with the Products, nor (b) directly or indirectly challenge any of Castagra's issued patents or pending patent applications.

This Section shall survive any termination of this Agreement.

19. Indemnification

To the greatest extent allowed by Law, the Client shall indemnify, hold harmless, and at the option of the Client, defend Castagra and its affiliates, and its and their respective officers, directors, employees, agents, subdistributors, and customers (as applicable, the "Indemnitee") from and against all costs, expenses, damages, and losses, including attorney's fees and costs ("Losses"), including as a result of claims, demands, causes of action, and judgments ("Claims") brought by third parties, whether or not suit is actually commenced, incurred by the Indemnitee resulting from or arising out of:

- (a) The Client's (or its personnel's) handling, use, operation, maintenance, distribution, import, promotion, marketing, sale, offering for sale, or disposal of the Spray Rig, Products, Trademarks, or Equipment in breach of the Client's obligations contained in this Agreement,
- (b) any Claim in the nature of product liability for personal injury, death, or property damage resulting from the Spray Rig, Products, or Equipment, unless the Claim arises out of Castagra's sole negligence;
- (c) any negligent act or omission or willful misconduct of the Client,
- (d) the misapplication of any Products,
- (e) the misuse of the Spray Rig or Equipment,
- (f) any failure to warn any of the Client's customers regarding the hazards of the Products or to provide the material safety data sheets for the Products to the Client's customers, or
- (g) infringement of any third party's intellectual property rights resulting from specifications for Products or Equipment provided by the Client or use of the Trademarks except as expressly authorized pursuant to this Agreement.

The Indemnitee shall be entitled to designate legal counsel of its choosing to be paid for by the Client. The Client's duty to defend and indemnify hereunder shall arise at the time written notice is first provided to the Client, regardless of whether Claim has been filed and even if the Client is the only party sued. The Client's defense and indemnity obligation is separate and independent from any insurance requirements and shall not be limited or lessened by the existence of liability insurance coverage or by any limit of liability in the Client's liability insurance coverage.

This Section shall survive any termination of this Agreement.

20. Severability

If any provision of this Agreement is determined to be invalid, void or unenforceable, in whole or in part, such invalidity, voidance or unenforceability shall attach only to such provision or part thereof, and the remaining part of such provision and all other provisions thereof shall continue in full force and effect.

21. Applicability

This Agreement applies only to this order. Prospective orders may be subject to revised terms and conditions, including but not limited to pricing. It is the Client's responsibility to request and review Castagra's current terms and conditions in respect of prospective orders.

22. Entire Agreement Clause

This Agreement constitutes the entire agreement between the Parties, and is subject to no other oral or written proposals, agreements, implied terms, and agreements through course of conduct, conditions precedent or understandings whatsoever.

End of General Terms & Conditions of Sale