

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:

- Applicator: the company wishing to purchase from Castagra or its authorized distributors.
- Supplier: Castagra Products, Inc., a Nevada Corporation.
- Agreement: the arrangements set down in writing between the Applicator and the Supplier concerning the delivery of items
- Castagra Products: Castagra Coatings Products

2. Castagra Products

Castagra is the owner of certain know-how and intellectual property included by not limited to that disclosed in various patents and patent applications.

When purchasing or using Castagra Products the following shall apply:

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

This section shall survive any termination of this Agreement.

3. Damaged Goods

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

4. 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 Applicator’s lost profits or other consequential damages incurred by the Applicator 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 Applicator to Castagra on account of such delayed or non-delivered order.

5. Warranties

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

5.1 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 Applicator.
- 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 Not Conforming to advised surface preparation information
 - o Not Following product Safety Data Sheets (SDS) and Technical Data Sheets (TDS)
- The Applicator shall assign the warranties and remedies set forth in this paragraph to each of its customers. The Applicator shall not provide to its customers any warranties on the Products except as set forth in this paragraph.
- In instances where the Applicator has chosen to color tint Castagra product, this is done at the Applicators’ risk. Color matching or aesthetics is not to 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 Applicator 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.

6. 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.

7. Insurance

The Applicator 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.

8. Governing Law and Venue. Venue. All questions and disputes concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of Nevada, without giving effect to any choice of law or conflict of law provision or rule (whether of the law of Nevada or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the laws of Nevada.

- 8.1. Each party hereby irrevocably submits to the exclusive jurisdiction of the for the adjudication of any dispute hereunder in the Second Judicial District Court, State of Nevada, Washoe County and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper.
- 8.2. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.
- 8.3. In the event of any litigation or proceeding arising as a result of breach of this Agreement of failure to perform hereunder, the party prevailing is such litigation or proceeding shall be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorney’s fees from the party not prevailing.

9. Confidentiality and Trade Secrets

The Applicator 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 Applicator may have obtained from Castagra concerning any matters relating to the business of Castagra that the Applicator knows or has reason to know or should reasonably determine Castagra considers to be confidential or proprietary. The Applicator 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 Applicator of Castagra’s intellectual property rights.

This Section shall survive any termination of this Agreement.

10. Intellectual Property

Castagra grants to the Applicator 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 Applicator as a certified

applicator of the Products and solely in accordance with such usage guidelines as Castagra may make available to the Applicator from time to time.

The Applicator'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 Applicator 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 Applicator's rights under this Subsection shall terminate immediately upon any termination of this Agreement. The Applicator 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 Applicator 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 Applicator. By providing photos to Castagra, the Applicator is agreeing to grant Castagra a non-exclusive right to reproduce or publish these photos.

11. Inventions

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

The Applicator 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, Applicator 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.

12. Indemnification

To the greatest extent allowed by Law, the Applicator shall indemnify, hold harmless, and at the option of the Applicator, 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 Applicator's (or its personnel's) handling, use, operation, maintenance, distribution, import, promotion, marketing, sale, offering for sale, or disposal of the Products, Trademarks, or Equipment in breach of the Applicator'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 Applicator,
- (d) the misapplication of any Products,
- (e) the misuse of the Products or Equipment,
- (f) any failure to warn any of the Applicator's customers regarding the hazards of the Products or to provide the material safety data sheets for the Products to the Applicator's customers, or
- (g) infringement of any third party's intellectual property rights resulting from specifications for Products or Equipment provided by the Applicator 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 Applicator. The Applicator's duty to defend and indemnify hereunder shall arise at the time written notice is first provided to the Applicator, regardless of whether Claim has been filed and even if the Applicator is the only party sued. The Applicator'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 Applicator's liability insurance coverage.

This Section shall survive any termination of this Agreement.

13. 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.

14. 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 Applicator's responsibility to request and review Castagra's current terms and conditions in respect of prospective orders.

15. 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 Applicator Terms & Conditions of Sale