

TERMS AND CONDITIONS OF SALE

1. Use of Dura Products Inc. Products and Services

You may use any of our products and services, provided that you are of legal age to form a binding contract and are not a person barred from receiving products or services under the laws of the United States or other jurisdictions. You must be at least 16 years of age to use the Dura Products Inc. website.

2. Acceptable Conduct

(a) You agree that you are responsible for proper handling and usage of Dura Products Inc. Products.

(b) You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, files, attachments or other materials ('Content') of Dura Products Inc. products the sole property of Dura Products Inc. and are protected by copyright and trademark laws.

(c) You agree that you are responsible for the maintenance and storage or archiving of all generated data within Dura Products Inc. products during the course of usage. As with any computer software device, content that is created, transmitted, stored, or displayed can from time to time become corrupted, deleted or lost. You agree that Dura Products Inc. is in no way responsible for personal data loss.

(d) You agree to use Dura Products Inc. products only for purposes that are legal, proper and in accordance with the Terms of Service and any applicable policies or guidelines.

3. Prohibited Usage

You agree that any of the below activities are considered prohibited usage and will result in loss of warranty service for Dura Products Inc. products:

(a) Misuse of Product: Misuse of product, including but not limited to attempts to reprogram, change functions, remove labels or any other misuse of products.

(b) Any act relating to the circumvention of security measures.

(c) Other Activities viewed as Illegal or Harmful: Engaging in illegal activities or engaging in activities harmful to the operations of Dura Products Inc.

(d) Providing False Data on any Contract or Application: including fraudulent use of credit card numbers.

4. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT DURA PRODUCTS INC SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR OTHER LOSSES RESULTING FROM: (I) THE USE OR THE INABILITY TO USE DURA PRODUCTS INC PRODUCTS; OR (II) ANY OTHER MATTER RELATING TO DURA PRODUCTS INC PRODUCTS OR SERVICES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT DURA PRODUCTS INC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT DAMAGES GREATER THAN THE ORIGINAL PURCHASE PRICE.

5. Exclusions and Limitations

Nothing in this agreement is intended to exclude or limit any condition, warranty, right or liability which may not be lawfully excluded or limited.

6. No Third Party Beneficiaries

You agree that, except as otherwise expressly provided in this Terms of Service, there shall be no third party beneficiaries to the Terms of Service.

7. MANUFACTURER'S TWO (2) YEAR LIMITED PRORATED WARRANTY

DURA PRODUCTS, INC. (DURA PRODUCTS) warrants its Dura-Meter® to be free of defects in materials and workmanship under normal use and service for a period of two years (24 months) from the original manufacture date. Manufacturer's sole obligation under the foregoing warranty will be limited to either, at Manufacturer's option, replacing or repairing defective Goods (subject to limitations hereinafter provided) or refunding the prorated purchase price for such Goods theretofore paid by the Buyer, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligations of Manufacturer.

Should the product be deemed by Dura Products Inc. to be non-repairable it will be replaced, or a credit provided for the cost calculated by the following formula: The number of months since the original manufacture date is divided by 24; the result is multiplied by the invoiced price for the meter at the time of purchase. The replacement cost does not include the cost of shipping and any taxes. Warranty claims must be submitted directly to DURA PRODUCTS and include a full description that clearly states the area(s) of claimed failure. If Manufacturer so requests the return of the Goods, the Goods will be redelivered to Manufacturer in accordance with Manufacturer's instructions F.O.B. Factory. The repaired or replaced product carries no further expressed or implied warranty.

The remedies contained herein shall constitute the sole recourse of the Buyer against Manufacturer for breach of warranty. **IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR CONSEQUENTIAL DAMAGES, NOR SHALL MANUFACTURER'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF THE MANUFACTURE, SALE, DELIVERY OR USE OF THE GOODS EXCEED THE PURCHASE PRICE OF THE GOODS.** The foregoing warranties will not extend to Goods subjected to misuse, neglect, accident or improper installation or maintenance, or which have been altered or repaired by anyone other than Manufacturer or its authorized representative.

Buyer agrees to indemnify, defend and hold harmless Manufacturer, its directors, officers, employees, agents, contractors, representatives, shareholders and affiliates against any loss, damage or liability (including legal costs on a full indemnity basis) which may be sustained or incurred as a consequence of Buyer's use or misuse of Goods, whether the use of misuse is attributable to Buyer or to some other person using Goods with or without Buyer's permission. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.** No person may vary the foregoing warranties and remedies except in writing signed by a duly authorized officer of Manufacturer. Warranties or remedies that differ from the foregoing shall not otherwise be binding on Manufacturer. The

Buyer's acceptance of delivery of the Goods constitutes acceptance of the foregoing warranties and remedies, and all conditions and limitations thereof.

The validity, construction and enforcement of, and the remedies under, this limited warranty shall be

governed by the laws of the State of Indiana. Jurisdiction and venue shall properly lie exclusively in the State of Indiana, in and for Hamilton County, Indiana, with respect to any legal proceedings arising from this limited, prorated warranty or use of the products.

Written claim and meters should be sent to:
DURA PRODUCTS, Inc.
6660 East 266th Street, Suite 300
Arcadia, IN 46030

8. Indemnity

You agree to defend, indemnify and hold harmless Dura Products Inc., its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney fees) arising from: (i) your use of Dura Products Inc. Products; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right; or (iv) any claim that use of our products caused damage to a third party. This defense and indemnification obligation will survive *this* Agreement and your use of the Dura Products Inc.

9. NOTICE

You agree that Dura Products Inc. may provide you with notices, including those regarding changes to the Terms and Conditions of Sale, by email, regular mail, or postings.

10. CHOICE OF LAW, JURISDICTION AND FORUM

You expressly agree that exclusive jurisdiction for any suit, claim or legal proceeding of any nature between you and Dura Products Inc. must be filed and prosecuted in Hamilton County, Indiana and shall be controlled by the laws of the State of Indiana then in effect. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Indiana in connection with any such dispute including any claim involved Dura Products Inc. or its affiliates, subsidiaries, suppliers, employees, contractors, officers, directors, telecommunication providers, and content providers.

11. Attorney's Fees

In the event of a dispute of any nature between you and Dura Product Inc., whether or not a lawsuit or other legal proceeding is filed, Dura Products Inc., if it prevails, shall be entitled to recover from you its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

12. Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Dura Products Inc. products or services or the Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

13. Entire Agreement

The Terms of Service (including any policies, guidelines or amendments that may be presented to you from time to time) constitute the entire agreement between you and Dura Products Inc. and govern your use of Dura Products Inc. products and services, superseding any prior agreements.

14. Waiver and Severability of Terms

The failure of Dura Products Inc. to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service remain in full force and effect.