

NUNOERIN, LLC

LIMITED WARRANTY AND TERMS OF SALE

ABOUT OUR PRODUCTS AND WARRANTIES

NunoErin, LLC manufactures, assembles and sells interactive tables, benches and/or wall panels and related products (each, a "Product"). As the Buyer of a Product, whether one or more and as reflected on your NunoErin Invoice (the "Invoice"), you acknowledge that your purchase is subject to and governed by these Terms and Conditions of Sale ("Terms of Sale"). For purposes of these Terms of Sale, the words "You" or "Customer" mean the entity named on the Invoice and its successors and/or permitted

Our Limited Warranties apply only if our Product is installed strictly in accordance with the installation guidelines set forth in our Product Literature; are not altered or modified in any way; and are properly used and maintained. Be sure that your installer strictly complies with our installation and set-up guidelines (the "Product Literature"), as failure to do so can void this warranty. Cost of labor for removing and replacing the Product under our warranties are not covered by any of these Limited Warranties. FURTHER: TABLE LEGS, SUPPORTS AND SEATING FURNISHED BY THIRD PARTY SEATING AND/OR DÉCOR SUPPLIERS ARE NOT FURNISHED BY NUNOERIN AND ARE NOT COVERED UNDER THIS WARRANTY. NOTE: CONSEQUENTIAL DAMAGES ARE EXCLUDED FROM THESE LIMITED WARRANTIES IN ALL CIRCUMSTANCES (See, Section II, below).

BY PROCESSING AN ORDER FOR THE PRODUCT, YOU ARE DEEMED TO HAVE READ AND UNDERSTOOD THE COMPLETE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

SECTION I - LIMITED WARRANTIES

ALL LIMITED WARRANTIES ARE SUBJECT TO THE "EXCLUSIONS AND LIMITATIONS OF LIMITED WARRANTIES" IN SECTION II BELOW. THEY ARE ALSO GOVERNED BY THE "GENERAL PROVISIONS GOVERNING ALL LIMITED WARRANTIES" IN SECTION III BELOW AND THE "PROCEDURES AND REMEDIES FOR WARRANTY CLAIMS" IN SECTION IV BELOW.

NunoErin Products and certain materials and components which are part of the Products ("Product Components") and their specifications are described more specifically in the Product Literature. All Products are warranted for to be free of material defects in workmanship and Product Components for period of one (1) year from the date of Shipment from NunoErin under normal use and service, subject to applicable exclusions and limitations set forth below.

SECTION II - EXCLUSIONS AND LIMITATIONS OF LIMITED WARRANTIES

A. DISCLAIMER AND LIMITATIONS OF LIMITED WARRANTIES

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH OTHER WARRANTIES, TO THE EXTENT PERMITTED BY LAW, ARE HEREBY DISCLAIMED AND EXCLUDED. ANY IMPLIED WARRANTIES WHICH ARE NOT EXCLUDED HEREBY DUE TO OPERATION OF LAW ARE LIMITED IN DURATION TO THE PERIOD OF COVERAGE OF THE EXPRESS LIMITED WARRANTIES PROVIDED HEREIN FOR THE WARRANTED PRODUCTS. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED AND

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NUNOERIN SHALL NOT BE LIABLE FOR COSTS OF SHIPPING, APPLICABLE TAXES OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY COSTS OF DISASSEMBLY, REMOVAL OR REINSTALLATION OF THE PRODUCT OR ANY PRODUCT COMPONENTS. UNDER NO CIRCUMSTANCES WILL NUNOERIN BE LIABLE FOR ANY DAMAGE OR LOSS TO OTHER PROPERTY. IN NO EVENT SHALL NUNOERIN'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS RELATING TO PRODUCTS MANUFACTURED BY NUNOERIN EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

NO DEALER, DISTRIBUTOR, SALESPERSON OR OTHER REPRESENTATIVE OF NUNOERIN, LLC HAS THE AUTHORITY TO ALTER OR CHANGE THESE WARRANTIES OR TO MAKE ANY OTHER WARRANTY, CONCESSION OR ASSURANCE, EITHER ORALLY OR IN WRITING, UNLESS THE ALTERATION OR CHANGE IS SET FORTH IN A SEPARATE WRITING AND SIGNED BY THE PRESIDENT OF NUNOERIN, LLC. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NO DEALER, DISTRIBUTOR, SALESPERSON OR OTHER REPRESENTATIVE OF NUNOERIN (OTHER THAN THE PRESIDENT OF THE COMPANY) HAS AUTHORITY TO BIND NUNOERIN IN ANY FORM OR FASHION TO ANY WARRANTY, REPAIR, SERVICE OR CONCESSION THAT IS INCONSISTENT WITH THE EXPRESS TERMS AND CONDITIONS OF THIS LIMITED WARRANTY. ANY SUCH REPRESENTATIONS MADE WITHOUT AUTHORITY OR BY AN UN-AUTHORIZED REPRESENTATIVE ARE VOID AND SHALL NOT BE BINDING ON NUNOERIN.

B. IMPORTANT WARRANTY EXCLUSIONS

In addition to the limited warranty exclusions, limitations and conditions set forth elsewhere herein, NunoErin *does not* warrant and the Limited Warranties set forth above *do not cover* any of the following:

(a) stress cracks, scratches, breaks, fractures or operating difficulties resulting from improper installation, improper cleaning, accident, abusive handling or misuse, localized application of heat, excessive vibration, movement of buildings or foundations, natural disaster, events of fire or other casualty, or other abnormal physical stress; (b) exposure of electrical Product Components (including, without limitation, power supply modules) to water, or damage resulting from power surges or electrical loads which exceed the Product specifications; (c) Any Product not installed in a good, workmanlike manner or any damage caused by installing and/or operating the Product outside the permitted or intended uses described in the Product Literature; (d) Any installation where the loading applied to the Product could be expected to exceed the structural performance rating of the Product or a specific Product Component; (e) failures or operating difficulties due to accident, abuse, misuse, alteration, misapplication, faulty building construction or design, structural settlement, movement, or vibration, improper or insufficient handling or storage, and lack of regular or proper maintenance, cleaning or service; (f) Any use of the Product in an outdoor (exterior) installation/setting; any use or installation in a high-high humidity environment or failures or operating difficulties caused by exposure to environmental conditions, including without limitation, abnormal wind, ultraviolet radiation or heat;

(g) Any installation of the Product in an orientation (e.g. horizontal or vertical) that is not prescribed by the instructions or Product Literature; (h) Any Product or Product Component that has been physically altered or removed and reinstalled, i.e. the Product must be as originally installed in the Customer's premises; (i) Any Product that has been modified or tampered in with in any way, including, but not limited to, any Product that has had film, screens, plastics or glass applied to the surface of a Product;

(j) Labor costs of removing and replacing defective Product Components or other materials provided under any of these Limited Warranties; (k) Any damage which is attributable, in whole or in part, to event of vandalism, acts of nature, or any other cause beyond NunoErin's control; (l) any damage caused by service performed by anyone who is not an authorized representative or service provider of NunoErin;

(m) Any damage that it is not a Product defect, but which is attributable to "self-testing" or any other

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stress or testing outside of NunoErin's factory-controlled testing (or other testing approved, in advance, in writing); (n) any cosmetic damage including, but not limited to, scratches, dents, or natural discoloration with age and/or use; (o) damage caused by use with non-NunoErin Products; and (p) Products that have not been paid for in full.

Note: No terms, conditions, or statements set forth on any Purchase Order shall bind, alter, expand or modify the terms and conditions of this limited warranty, unless such statements are a limitation or warranty exclusion stated by NunoErin. Without limiting the generality of the foregoing, any indication of a "use" or "application" for the Product contained on a purchase order or specification sheet (e.g. "outdoor play area installation") shall not be deemed or construed as an endorsement by NunoErin that the ordered Product is suitable for the stated or intended purpose.

SECTION III - GENERAL PROVISIONS GOVERNING ALL LIMITED WARRANTIES

Note: To the extent of any actual or perceived inconsistency between the terms of the above warranties and the terms of these limitations, the terms of these general limitations and conditions shall govern and prevail, and the limited warranty shall be deemed modified or limited accordingly.

A. INSTALLATION OF NUNOERIN PRODUCTS. Installation of all NunoErin is solely the responsibility of the builder, contractor, interior design and décor vendor, or the Customer. NunoErin has no control over the installer or the installation process and will not be responsible under any of the foregoing Limited Warranties for any installations that are not done in a good, workmanlike manner, that do not follow NunoErin installation recommendations noted in the Product Literature or that fail to conform to electrical codes. NunoErin assumes no responsibility for such compliance. Consult your local building code officials for specific requirements.

Note: No NunoErin representative, dealer or salesperson is authorized to assist in the measurement of installation of NunoErin Products in the field. Customers are advised to obtain the proper measurements, specifications and sizes only from their builder, designer or engineer. Accordingly, any assistance provided in the field by a NunoErin representative should not be relied upon and will not be binding upon NunoErin in any form or fashion. NunoErin only assumes limited manufacturing risk under these limited warranties and NunoErin shall not be liable in any form of measures from incorrect measurements or specifications made in the field, irrespective of whether a NunoErin representative was involved in the process.

B. FINISHING, CARE AND MAINTENANCE FOLLOWING INSTALLATION. Proper care and maintenance of NunoErin Products following installation are the sole responsibility of the Customer. For that reason, the Product Literature provides detailed cleaning and maintenance instructions. Operational problems may develop if the Products are not properly maintained following installation, and such problems will not be covered by these Limited Warranties.

C. NO EXTENSION OF WARRANTY FOR REPLACEMENT PARTS. Supplying replacement Products or Product Components shall not extend the time period of the applicable Limited Warranty. The replacement Product, Product Component or part shall be warranted only to the extent of the unexpired portion of the Limited Warranty period on the originally purchased Product.

D. INDEMNITY FOR INSTALLATION. Customer shall indemnify NunoErin from, and defend and hold NunoErin harmless from and against, any losses suffered, incurred, or sustained by NunoErin or to which NunoErin becomes subject, resulting from, arising out of, or relating to any third-party claim of loss or damage resulting from the installation or maintenance of NunoErin products.

SECTION IV - PROCEDURES AND REMEDIES

A. PROCEDURE FOR CUSTOMER TO FOLLOW IN SEEKING PERFORMANCE UNDER THESE LIMITED WARRANTIES. Written notice of any claim under these Limited Warranties must be sent by US mail to: NunoErin, LLC., Attn: Warranty Department, 533 Commerce Street, Jackson, MS (USA), 39201; or (ii) fax a written notice to the attention of the Warranty Department to 1-601-608-7829; or (iii) email the

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notice to nuno@nunerin.com within thirty (30) days of discovery and within the term of the Limited Warranty (unless discovered upon receipt of shipment, in which event such notice must be provided within five (5) days).

You are required to provide the following information in the written notice:

1. Your name, address and daytime phone number.
2. A description of the Product for which the claim is being made.
3. The date the Product was purchased.
4. Photographs, video or like visual evidence evidencing the alleged defect.
5. The nature of the Product failure or claimed defect and where the Product can be inspected; and
6. A check or draft made payable to NunoErin, LLC in the amount of \$50.00 for the warranty processing fee.

Note: No Limited Warranty or warranties shall apply in the absence of such written notice and compliance with the foregoing requirements.

After receipt of the written notice, a representative of NunoErin will examine the claim and advise the consumer concerning its disposition. NunoErin reserves the right to inspect, or designate a person to inspect, any Product or Product Component that is claimed to be defective and covered by these Limited Warranties. **NunoErin shall not be liable for any Product or Product Component repaired, replaced, modified or tested without its prior written consent.**

B. REMEDIES. NunoErin's sole obligation under these Limited Warranties shall be limited to, at its sole option and discretion: (i) exchange the Product (or Product Component) with a Product (Product Component) that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original Product/Product Component (removal/installation labor are not covered); or (ii) provide an authorized factory repair to the defective Product or Product Component; or (iii) refund the original purchase price of the defective Product.

SECTION V - OTHER TERMS AND CONDITIONS OF SALE

A. SHIPMENT, TITLE AND RISK OF LOSS. (i) The term "shipment" means delivery to the initial carrier in accordance with the delivery terms of the Invoice. NunoErin may make partial shipments. NunoErin shall select method of transportation and route; terms are f.o.b, point of shipment. All shipping costs shall be at the expense of Customer. (ii) Title to the Product(s) and risk of loss or damage shall pass to Customer at the f.o.b. point of shipment. NunoErin shall not be responsible for damage to the Product(s) after having received "in good order" receipts from the carrier. Customer shall inspect the goods within five (5) business days after delivery. Failure of Customer to inspect the Product(s) and/or failure to notify NunoErin in writing of any noncompliance, shortage or other reason for Customer's rejection of any of such Product(s) within such five (5)-day period and the specific grounds for rejection shall constitute irrevocable acceptance of the Product(s). Except to the extent otherwise set forth in a written agreement between Customer and NunoErin, Customer shall be solely responsible for the implementation, configuration, and operation of the Product(s), including but not limited to, all of the cost and expense in obtaining and preparing the site and any hardware and electricity necessary for the goods with adequately trained individuals.

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B. TERMS OF PAYMENT. (i) Unless otherwise stated, all payments shall be in United States dollars, and payment for the goods shall become due in full upon placing order for goods. All fees paid or payable to NunoErin are exclusive of any federal, state, or local excise, sales, use, intangible, import charges, value added, or other taxes, duties or similar assessments imposed with respect to the Products or services provided hereunder. Customer is solely responsible for the payment of any and all taxes resulting from the purchase of the goods, except for any federal, state, or local income tax imposed on NunoErin in connection with revenues associated with the purchase.

C. NON-CANCELLATION. Customer may not cancel or terminate for convenience, or direct suspension of manufacture, of any goods that are the subject of any Invoice except with NunoErin's written consent and then only upon terms that will compensate NunoErin for its engineering, fabrication and purchasing charges and any other costs relating to such cancellation, termination or suspension, plus a reasonable amount for profit.

D. POSTPONEMENT. Notice of Customer regarding postponement in shipment schedule must be received by NunoErin in writing at least 30 days prior to the original scheduled shipment date. Postponements of more than 30 days may result in additional charges to Customer.

E. SALES TO THIRD PARTIES. Customer agrees and acknowledges that Customer is not a reseller of goods in connection with Customer's end products. Therefore, Customer represents and warrants that the Product(s) covered by any Invoice shall not be sold, directly or indirectly, to any third party except as part of Customer's integrated end products incorporating such Product(s).

A. TRANSFERABILITY/ASSIGNMENT. The Limited Warranties provided herein extend only to the original Customer of NunoErin Products. Customer's rights and obligations under this Limited Warranty and Terms of Sale may not be assigned or transferred (including by operation of law) without the prior, written consent of NunoErin and any unauthorized transfer or assignment shall be null and void. NunoErin may assign any of its rights and obligations under this Limited Warranty and Terms of Sale to an affiliate or third party, which assignment shall become automatically effective upon assignment. In the case of a permitted assignment or transfer, the rights and obligations arising hereunder shall be binding upon, and inure to the respective benefit and burden of the parties and their respective successors, executors, heirs, representatives, administrators and permitted assigns.

B. ARBITRATION. IN THE EVENT OF ANY DISAGREEMENT OR DISPUTE BETWEEN NUNOERIN AND THE CUSTOMER RELATING TO THESE LIMITED WARRANTIES OR ANY NUNOERIN PRODUCT OR ANY DEALINGS BETWEEN NUNOERIN AND THE CUSTOMER, OR ANY CLAIMS UNDER STATE OR FEDERAL LAW, THE PARTIES SHALL SUBMIT SUCH DISAGREEMENT OR DISPUTE TO BINDING ARBITRATION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR ANOTHER SIMILAR ASSOCIATION OR SERVICE MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED IN JACKSON, MS AND JUDGMENT UPON THE AWARD RENDERED PURSUANT TO SUCH PROCEEDING MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

C. INDEPENDENT PARTIES. The parties acknowledge that NunoErin is an independent contractor to Customer, and NunoErin may engage in other business activities at its sole discretion. These terms and conditions do not in any create or constitute a relationship of employment, partnership, or a joint venture between the parties.

D. FORCE MAJEURE. Customer agrees that NunoErin shall not be liable for any losses and damage, including consequential damages, detention, or delay or failure to perform any services resulting from causes beyond the reasonable control of NunoErin, including, but not limited to, acts of God, acts or omissions on the part of Customer, delays in transportation, failure to obtain supplies not caused by the

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negligence of NunoErin, changes in governmental regulations, war, or civil disturbance, inability to obtain materials, telecommunications failures or conditions arising from governmental orders or regulations.

D. SEVERABILITY. In the event that any of the provisions of these Terms of Sale shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of these Terms of Sale shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith enforceable substitute provisions which most nearly effect the parties' intent in entering into these Terms of Sale.

E. GOVERNING LAW; DISPUTE RESOLUTION; ENGLISH LANGUAGE. These Terms of Sale shall be construed in accordance with the laws of the United States and of the State of Mississippi, applicable to contracts entered into and solely performed therein, without regard to that body of law pertaining to conflicts of law, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. Except as necessary by NunoErin to obtain injunctive relief and subject to the dispute resolution in arbitration set forth below, Customer irrevocably submits to the exclusive jurisdiction of the state and federal courts in the state of Mississippi and irrevocably waives all defenses relating to this jurisdiction.

F. WAIVER. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

G. NO THIRD-PARTY BENEFICIARIES. Nothing expressed or implied in these Terms of Sale is intended, or shall be construed, to confer upon or give any party other than the parties hereto and their respective corporate affiliates, executors, heirs, representatives, administrators, successors and assigns, any rights or remedies under or by reason of these Terms of Sale.

H. PUBLIC RELATIONS. Subject to the other terms of these Terms of Sale, Customer agrees to allow NunoErin to use Customer's name, logo, and a brief description of Customer's business operations in marketing and public relations' materials such as press releases, advertising, printed collateral, and/or website copy (collectively, "Copy"). NunoErin is hereby allowed to refer to Customer as a Customer of NunoErin in such Copy.

I. INTEGRATION AND AMENDMENT. These Terms of Sale herein constitute the entire agreement of the parties superseding and extinguishing all prior agreements or understandings, representations or warranties, relating to the subject matter hereof. These Terms of Sale may not be modified, or amended except by written agreement specifically referring to these Terms of Sale signed by the parties hereto. Customer represents and acknowledges that, in entering into these Terms of Sale, it did not rely on any representations or warranties other than those explicitly set forth in these Terms of Sale. CUSTOMER HEREBY AGREES THAT ANY VARYING OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER OR OTHER WRITTEN NOTIFICATION OR DOCUMENT ISSUED BY CUSTOMER IN RELATION TO GOODS PURCHASED HEREUNDER SHALL BE OF NO FORCE OR EFFECT.