

Poultry Management Systems, Inc.

Standard Terms of Sale (including Limited Warranty)

All sales by POULTRY MANAGEMENT SYSTEMS, INC. ("PMSI") are made on the following terms and conditions, including without limitation the limited warranty set forth below (collectively, these "Terms of Sale").

In these Terms of Sale, (A) any equipment, parts, components, software, products, goods or other deliverables sold, leased or licensed by PMSI to Customer are referred to individually and collectively as "**Equipment**"; any commissioning services, design services or other services sold by PMSI to Customer are collectively called "**Services**"; (C) the original purchaser is referred to as "**Customer**"; and (B) the Customer and the first end user of the Equipment (if different) are referred to jointly and severally as "**Customer/First End User**".

These Terms of Sale comprise part of the overall Agreement between PMSI and Customer (as the term "**Agreement**" is defined in Paragraph 17 below). Paragraph 16 includes terms that are applicable to Customer/First End User (i.e., terms that are applicable to both Customer and the first end user).

1. **Agreement.** If Customer has not otherwise agreed to these Terms of Sale, then PMSI's delivery of Equipment or providing of Services shall constitute Customer's agreement to these Terms of Sale. PMSI objects to and will not agree to any terms that are additional to or different from these Terms of Sale.
2. **Payment Terms.** Unless otherwise agreed or specified by PMSI, payment terms to PMSI are as follows: (A) twenty percent (20%) of the total contract amount is due at time of order; (B) seventy percent (70%) of the total contract amount (or each house in multi-house contracts) will be invoiced upon first substantial shipment and due net 30 days from invoice date; and (C) ten percent (10%) of the total contract amount will be invoiced upon last substantial shipment and due net 30 days from invoice date. If at any time PMSI determines in good faith that Customer's financial condition does not justify extending credit, or if Customer at any time fails to pay an invoice on a timely basis or otherwise defaults on any indebtedness or obligation to PMSI, then PMSI may require (x) immediate payment of all existing amounts owing to PMSI; and (y) immediate payment in advance for all future shipments of Equipment and all future Services. Any invoice or other obligation that is not paid when due shall accrue a finance charge of 1.0% per month or the maximum amount permitted by law, whichever is less. Customer may not offset or recoup any claim against amounts due PMSI. Unless otherwise specified by PMSI, all payments shall be made in U.S. Dollars. PMSI shall be entitled to recover from Customer all of PMSI's actual attorney fees and other costs and expenses incurred (i) in collecting any amounts owed by Customer to PMSI; (ii) in enforcing PMSI's rights under these Terms of Sale or the Agreement; and/or (iii) defending any claim by Customer against PMSI if PMSI prevails in whole or in part.
3. **Delivery, Risk of Loss and Transfer of Title.** Unless PMSI has agreed otherwise in writing, the Equipment shall be delivered (A) Ex Works (EXW Incoterms) PMSI's facility; or (B) Ex Works (EXW Incoterms) the point of origin of the Equipment if the Equipment is shipped directly to Customer from a third party. Title to each item of Equipment shall pass to Customer upon tender of delivery of such item to Customer as provided above, and risk of loss shall pass in accordance with the applicable shipping term (Incoterm). Shipping, delivery and performance dates are estimates only, and time is not of the essence for PMSI's obligations. PMSI may deliver all the Equipment at one time or in installments from time to time.
4. **Taxes; Tariffs.** Unless PMSI has otherwise agreed in writing, PMSI's price does not include (A) any sales, value-added, excise, use or other taxes; or (B) any tariffs, customs or duties. Customer shall be liable for all amounts referenced in the preceding sentence.
5. **Unavoidable Delay (Force Majeure).** If PMSI is not able to deliver the Equipment to Customer or provide the Services on a timely basis because of anything PMSI cannot reasonably control (such as acts of God, weather conditions, governmental actions or laws/regulations, casualty, labor trouble, accidents, unavailability of supplies or transportation, pandemic, epidemic, actions of Customer or those under its control), then the estimated delivery or performance time shall be extended in the amount of time to be determined by PMSI in good faith, and PMSI shall not be liable to Customer or any third party for any damages caused by the delay.
6. **Changes.** PMSI shall have the right to make design or engineering changes in the Equipment, processes and methods of manufacture, but PMSI will not, without Customer's prior approval, make any changes in operational or dimensional specifications that Customer submits. PMSI is not required to accept any changes from Customer. If PMSI does accept changes from Customer, however, PMSI shall be entitled to additional compensation in the amount specified by PMSI, which amount shall not be less than PMSI's additional costs plus profit margin. The preceding sentence shall apply regardless of whether Customer issues a change order or not. In the event that Customer or those under its control causes a delay or other increased costs to PMSI, then PMSI shall be entitled to additional compensation in the amount determined by PMSI in good faith, which amount shall not be less than PMSI's additional costs plus profit margin. Typographical, clerical or calculation errors by PMSI in quotations or other documents are subject to correction.

7. **Solvency, Security Interest and Mechanic's Lien.**

- A. Customer represents and warrants that Customer is and will be solvent. Such representation is deemed made at each time that Customer orders Equipment or Services and at each time that Equipment or Services are delivered or provided.
 - B. In order to secure payment of all amounts which or may become due in the future from Customer to PMSI, Customer hereby grants to PMSI (i) a continuing purchase money security interest in the Equipment now or hereafter purchased by Customer from PMSI, together with all proceeds of the foregoing.
 - C. Customer agrees that PMSI may file and record a mechanic's lien and/or construction lien against the real property on which any of the Equipment is located or on which the Services are performed.
 - D. Customer agrees to execute any necessary instruments to perfect PMSI's security interest in and lien on the Equipment. PMSI shall be entitled to all rights and remedies of a secured party under applicable law.
8. **Permits, Compliance and Licensing.** PMSI is not responsible for obtaining any permit, inspection or license that is required for installation or operation of the Equipment. To the extent required by applicable law, Customer or Customer's licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install or use the Equipment.
9. **Safety Features.** Customer shall install and operate the Equipment properly and according to PMSI's instructions and shall not remove or change any safety device, warning, operating instructions or software configurations related to alarms or safety of animals or people. Any such actions void PMSI's Limited Warranty. Customer agrees to defend and indemnify PMSI from any and all claims, liabilities and damages (including reasonable attorney fees) arising out of or related to any breach of the foregoing or any modifications or changes made by Customer to the Equipment.
10. **Quantities; Damaged Equipment.** Any claim by Customer that PMSI failed to deliver the agreed-upon quantity of Equipment, or that any of the Equipment was damaged due to the fault of PMSI, must be submitted to PMSI in writing within 30 days after Customer receives the Equipment. If Customer fails to do so, then it shall be conclusively presumed that the proper quantity was delivered and that the Equipment was not damaged due to any fault of PMSI.
11. **Intellectual Property, Confidentiality and Data.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that PMSI creates or develops in the course of PMSI's design, development or manufacture of the Equipment or performance of the Services and all drawings and specifications that PMSI provides to Customer (collectively, "**Intellectual Property**") shall be PMSI's sole property, and Customer assigns, and agrees to assign, to PMSI all right, title and interest that Customer now has or in the future acquires in the Intellectual Property. Customer shall not disclose or use any of the Intellectual Property or any information about PMSI's business, operations or activities, except to the extent necessary for Customer to use the Equipment or Services.

Customer acknowledges and agrees that PMSI may have remote access or other access to data arising out of or related to Customer's use of the Equipment ("**Data**"). Customer agrees that PMSI may use the Data in connection with providing support or assistance to Customer related to the Equipment or Services. Further, Customer hereby grants to PMSI a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable (directly and indirectly), transferrable, perpetual and irrevocable license to anonymize the Data and use such anonymized data ("**Anonymized Data**") for PMSI's business purposes or any other legally permissible purpose.

12. **Termination.**

- A. Customer does not have any right to terminate or cancel its order or agreement to purchase the Equipment or Services from PMSI. If, however, PMSI agrees in writing to permit termination or cancellation, then Customer shall immediately pay to PMSI a termination/cancellation charge in the amount specified by PMSI, which amount shall not be less than PMSI's calculation of its losses and damages (including lost profit and lost revenue) due to the termination/cancellation. PMSI may also retain any deposit that Customer has paid to PMSI.
 - B. If Customer fails to pay or perform any indebtedness or obligation that Customer at any time owes to PMSI, then PMSI may, in addition to all other remedies available to PMSI, terminate any or all outstanding contracts or orders and pursue money damages against Customer for the losses and damages that have been or will be incurred by PMSI.
13. **Indemnity.** Customer shall defend, indemnify and hold harmless PMSI, its affiliates and all of their respective employees, agents and representatives from and against all claims, damages, losses, liabilities and expenses (including without limitation actual attorney fees and costs) that PMSI incurs arising out of or resulting from (A) Customer's breach of any of Customer's obligations under this Agreement; or (B) any negligent acts or omissions or intentional misconduct by Customer or those under its control.

14. **Additional Terms regarding Commissioning Services.** If PMSI is performing commissioning services, then the terms set forth in the attached **Exhibit A** shall apply to such commissioning services.
15. **Additional Terms regarding ThERM™.** If the Equipment or Services that PMSI is providing relates in part or in whole to ThERM™, a fire mitigation product, service and system developed by PMSI, then the terms set forth in the attached **Exhibit B** shall apply to the extent related to ThERM™.
16. **Independent Contractor Issues.** PMSI is and shall remain an independent contractor. Neither Customer nor PMSI may bind the other party contractually or in any other manner. PMSI is not responsible for any of Customer's obligations or liabilities. PMSI reserves the right to reject any of Customer's subcontractors (such as electrical subcontractors).
17. **Complete Agreement; Amendment; No Assignment.** The terms in PMSI's quotation/proposal/offer, PMSI's order confirmation (if any) and these standard Terms of Sale (which, for clarity, include the Limited Warranty and other terms in Paragraph 18 below) contain the entire agreement between Customer and PMSI, all of which will be referred to collectively as "**the Agreement**" or "**this Agreement**". None of the terms on Customer's purchase order or any other Customer document shall apply. Any amendment or change to this Agreement must be by a writing signed by an authorized officer of PMSI. Customer may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of PMSI, which may be withheld or conditioned in PMSI's sole discretion.

18. Limited Warranty and Other General Terms Applicable to Both Customer and First End User.

This Paragraph 18 includes PMSI's Limited Warranty to Customer/First End User and also includes other general terms (many of which are unrelated to warranty) that apply to Customer/First End User.

A. Limited Warranty

PMSI provides this Limited Warranty to the Customer/First End User only and not to anyone else. PMSI warrants to the Customer/First End User that each item of Equipment manufactured solely by PMSI (each such item of PMSI-manufactured Equipment will be referred to separately and collectively as "**PMSI Manufactured Equipment**") will be free from defects in material or workmanship under normal and intended use, conditions and service for a period of one (1) year from the delivery date of each such item of PMSI Manufactured Equipment. PMSI Manufactured Equipment shall not be defective to the extent that (i) it conforms to drawings, specifications or samples that have been approved by Customer/First End User; (ii) it conforms with goods, testing results, dimensional layouts or manufacturing methods that have been submitted and approved by Customer/First End User; or (iii) it conforms to the specifications as changed or waived if Customer/First End User agrees, either orally or in writing, to the change in or waiver of specifications for any PMSI Manufactured Equipment.

PMSI warrants to the Customer/First End User that the Services will comply with all applicable laws and regulations in effect at the time of contracting. Further, to the extent required by applicable law, Customer/First End User or Customer's/First End User's licensed engineer, architect or contractor shall be responsible for obtaining all permits, authorizations or approvals necessary to install the Equipment.

B. Exclusive Remedy

In the event of a defect in any item of PMSI Manufactured Equipment (including a defect in any part or component of such item) that constitutes a breach of the warranty provided above, PMSI will at its option either (i) repair or replace such defective item at no charge; or (ii) in lieu of repair or replacement, refund to Customer/First End User the purchase price paid to PMSI for such defective item less the reasonable value of Customer's/First End User's use of such item. If any item of PMSI Manufactured Equipment is defective and PMSI provides Customer/First End User with a repaired or replacement item (including any part or component of such item), then Customer/First End User will be responsible for the labor associated with installing the repaired or replacement item (including any part or component) unless PMSI determines that it is necessary for PMSI to provide the installation due to its complexity. PMSI may require the return of the allegedly defective item to PMSI, freight prepaid by Customer, and proof that the allegedly defective item was not subject to misuse, abuse or other conditions that would void the warranty. If PMSI determines that the item in question is not defective, such item may be returned to Customer/First End User at Customer's/First End User's expense.

In the event PMSI provides Services constituting a breach of the warranty provided above, PMSI will at its option either (i) correct or redo the defective Services at no charge; or (ii) refund to Customer/First End User the price paid by Customer/First End User for the defective Services.

THE REMEDIES SET FORTH ABOVE SHALL BE CUSTOMER'S/FIRST END USER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY DEFECT IN THE PMSI MANUFACTURED EQUIPMENT OR THE SERVICES.

C. Additional Exclusions, Limitations and Conditions

PMSI's limited warranty is subject to the following additional exclusions, limitations and conditions:

- PMSI makes no warranty for the following: (i) any Equipment that is not PMSI Manufactured Equipment, although such non-PMSI Manufactured Equipment may be covered by separate warranties of the respective manufacturers, and upon request PMSI agrees to assign whatever rights it may have under such warranties to Customer; (ii) the design of buildings, equipment, components or systems; (iii) the security of PMSI's software, and nothing in this limited warranty should be construed as preventing the possibility of the software or the Equipment being altered or hacked by a third party; or (iv) any Equipment that is sold or otherwise transferred by Customer/First End User to a third party.
- The warranty coverage is void and does not apply if (i) PMSI did not supply all components of the system in which the Equipment is incorporated; (ii) the Equipment was not purchased from and installed by PMSI or a PMSI authorized distributor; (iii) the Equipment was not installed or operated in accordance with PMSI's specifications and instructions; (iv) any delivered or installed Equipment was not stored or located in a covered and secure facility, or if at any time such Equipment became subject to the elements for any reason; (v) there was any alteration, repair or modification of the Equipment by any person or entity other than with PMSI's prior written consent; (vi) the Equipment was subject to abuse, misuse, mishandling, accident or was damaged; (vii) Customer/First End User failed to properly repair or maintain the Equipment; (viii) the Equipment was used in connection with other non-approved equipment; (ix) after the original installation, the Equipment was moved to a new location (including a new location in a different building or a new location inside the same building); (x) Customer/First End User has breached any of the terms of this limited warranty, PMSI's standard Terms of Sale or any other agreement with PMSI; (xi) PMSI has not been paid in full for the Equipment or the Services; (xii) Customer/First End User sold or otherwise transferred the Equipment; or (xiii) Customer/First End User removed or changed any safety device, warning, operating instructions or software configuration that PMSI placed on, was included with, the Equipment.
- PMSI does not warrant that use of the software in the Equipment will be uninterrupted or error-free.
- Unless PMSI otherwise agrees in writing, PMSI does not warrant that the Equipment will conform to any laws, ordinances, regulations, codes or standards.
- The Equipment may include alerts or alarms for the purpose of identifying failures or problems in production or other processes. Customer/First End User must have multi-layers of alert/alarm redundancy for the health and safety of its animals and for protection of Customer/First End User's property. PMSI shall not be liable to Customer/First End User or any third party for any actual or alleged failure of the Equipment to provide an alert or alarm if Customer/First End User does not have multi-layers of alert/alarm redundancy.
- PMSI makes no warranty regarding production results (by way of example, PMSI does not provide a warranty as to the size or production level of the animals, how fast the animals will grow, or how productive the animals will be).

EXCEPT AS EXPRESSLY STATED IN THIS LIMITED WARRANTY, PMSI DOES NOT MAKE ANY WARRANTY AS TO THE EQUIPMENT (INCLUDING THE PMSI MANUFACTURED EQUIPMENT) OR PMSI'S SERVICES. IN PARTICULAR, PMSI DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER/FIRST END USER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE EQUIPMENT AND SERVICES.

Neither Customer/First End User nor any other person may modify or expand the limited warranty provided herein, change or waive any of the exclusions or limitations, or make any different or additional warranties with respect to the Equipment or the Services. Any statements to the contrary are hereby rendered null and void unless expressly agreed to in writing by an authorized officer of PMSI.

Customer/First End User's rights and obligation under this Limited Warranty may not be assigned or delegated to a third party by Customer/First End User without the prior written permission of PMSI, which may be withheld in PMSI's sole discretion. If PMSI does provide such prior written permission, then on any resale or transfer of the Equipment, Customer/First End User shall contractually limit its buyer's or transferee's rights and remedies against PMSI to the same extent as Customer/First End User's rights and remedies are limited in this Limited Warranty and in PMSI's standard Terms of Sale. If PMSI does not provide such prior written permission, then on any resale or transfer of the Equipment, Customer/First End User shall contractually exclude any and all liability of PMSI to the buyer or transferee, whether under this Limited Warranty or otherwise.

D. Other Provisions Applicable to Customer/End User

The terms in this subparagraph (D) are general terms applicable to Customer/End User and may not be related to warranty.

i. Limitation of Liability

PMSI SHALL NOT BE LIABLE TO CUSTOMER/FIRST END USER OR ANY THIRD PARTY IN CONTRACT, TORT OR OTHERWISE FOR:

- ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT OR PUNITIVE DAMAGES, OR ANY LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST OR DAMAGED DATA, OR LOSSES RELATED TO ANIMALS, ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT; OR
- ANY ILLNESSES, INJURIES, DAMAGES, DEATHS, LOSSES OR OTHER CONDITIONS OF ANIMALS OR ANY ALLEGED LACK OF PRODUCTIVITY WITH RESPECT TO THE ANIMALS; OR
- ANY DAMAGE, LOSS OR DESTRUCTION TO REAL PROPERTY OR PERSONAL PROPERTY CAUSED OR ALLEGEDLY CAUSED BY THE EQUIPMENT OR THE SERVICES.

IN ADDITION TO THE LIMITATIONS SET FORTH ABOVE, PMSI'S LIABILITY TO CUSTOMER/FIRST END USER RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER/FIRST END USER TO PMSI FOR THE SPECIFIC ITEM(S) OF EQUIPMENT OR THE SPECIFIC SERVICES GIVING RISE TO THE CLAIM BY CUSTOMER/FIRST END USER AGAINST PMSI. THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF ANY THEORY OF RECOVERY BY CUSTOMER/FIRST END USER, INCLUDING CLAIMS BASED ON CONTRACT, TORT OR OTHERWISE.

ii. Time for Bringing Action; Other Limitation regarding Claims.

Any claim that Customer/First End User brings against PMSI for breach of the Agreement (which includes these Terms of Sale) or for any other claim that arises out of or relates to the Equipment, the Services or the Agreement must be filed within the court specified below on or before the earlier of (A) twelve (12) months after the claim accrues; or (B) twenty-four (24) months after the delivery (or the providing of) the particular item of Equipment or Services giving rise to the claim. Any claim that is not filed in compliance with the preceding sentence is deemed waived and shall be forever barred.

Customer/First End User acknowledges that PMSI is the supplier of the Equipment and Services. Customer/First End User waives and releases any and all existing and future claims that Customer/First End User has or may in the future have against PMSI's related companies (parent companies, subsidiaries and affiliates) and/or against the employees, agents, representatives or contractors of PMSI or such related companies.

iii. Governing Law and Venue.

This Limited Warranty, the Terms of Sale and the Agreement shall be governed by and interpreted according to Michigan law, excluding conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute that arises out of or relates to the Equipment, the Services, the Terms of Sale or the Agreement shall be brought exclusively in any federal or state court located in, or whose jurisdiction includes, Kent County or Ottawa County, Michigan that has jurisdiction of the subject matter. Customer/First End User irrevocably consent and agree that any such court shall have personal jurisdiction and venue over Customer/First End User and waives any objection that such court is an inconvenient forum.

iv. Waiver of Jury Trial.

CUSTOMER/FIRST END USER AND PMSI WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL ARISING OUT OF OR RELATED TO THE EQUIPMENT, THE SERVICES OR THIS AGREEMENT. THIS WAIVER OF A JURY TRIAL IS IRREVOCABLE.

EXHIBIT A

ADDITIONAL TERMS REGARDING COMMISSIONING SERVICES

1. Scope of Commissioning Services. Unless otherwise agreed by PMSI, all commissioning services provided by PMSI shall be charged at PMSI's standard hourly rates for the appropriate personnel, plus transportation costs, lodging and food. The scope of PMSI's commissioning services are limited to the supervision of or connection of low voltage cabling to the Equipment, and the configuration, startup and testing of the Equipment. PMSI is not responsible for the physical installation of the Equipment including mounting, wiring, or interconnection with any device not included in the Equipment. Prior to PMSI technicians arriving at the job site, Customer shall prepare the installation area to comply with the specifications and drawings supplied by PMSI. Customer shall ensure that all physical mounting of the Equipment, cables, wires, tubing, piping, sensors, motors and other interconnecting material or peripheral devices supplied by others shall be in place and comply with industry standards. Customer further agrees to the following:
 - 1.1. Customer shall be responsible for installation of all utilities and required services, such as wires, scales, water meters, thermostats, electricity, water, light and all sensing controlling equipment in accordance with industry accepted means.
 - 1.2. All wiring runs shall be completed by licensed electricians and contractors. PMSI requires that all wiring have adequate labeling, shielding and cable length. PMSI is not responsible for replacing or waiting for replacement of any wiring or cable that does not meet standard industry requirements or requirements specified by PMSI. Any variations from the cabling specified in the cable pull list must be approved by PMSI engineering prior to commissioning.
 - 1.3. All control voltage extensions must be pre-terminated with labels on the PMSI terminal strips.
 - 1.4. All shields must be preserved and correctly isolated from others until the point of termination.
 - 1.5. All "strip backs" for cabling must be kept to industry standard minimums necessary for splicing.
 - 1.6. Any equipment (including devices) supplied by others that cannot be placed in the location specified or agreed to by PMSI must have appropriate extensions between the actual location and the PMSI design location and those extensions must be labeled on each end.
 - 1.7. All wiring connections must be made according to code and industry acceptable means.
 - 1.8. All labeling and numbering must be completed corresponding with PMSI's drawings.
2. Equipment Supplied by Others. PMSI is not responsible for other vendors or existing equipment functionality or fit for purpose. All equipment that is supplied by others or being reused must be properly operational prior to PMSI commissioning. PMSI will not transfer any existing functions onto PMSI systems if any of the equipment supplied by others is not operable. Any delays arising from a lack of operability, the need for repair, or repeated testing will require a change order and result in additional cost and time.
3. Onsite Support. Customer must provide adequate support to PMSI technicians while they are at the job site to ensure they have meaningful work to accomplish during the entire duration of the commissioning period. Any downtime waiting for Customer or any of its other contractors or subcontractors to complete necessary work will require a change order and result in additional cost and time. Adequate support includes but is not limited to:
 - 3.1. A decision level maintenance or technical person from Customer and/or the owner must be available for consult during working hours.
 - 3.2. Customer must provide adequately skilled labor to support any work requiring multiple people in separate locations such as placing sensors, testing wire connections or troubleshooting device operation, etc.
 - 3.3. Customer must provide operable communications method (such as radios) to facilitate remote communication for work specified in Paragraph 3.2 above.
 - 3.4. In the event that animals are already in the barn during PMSI commissioning, Customer and/or the owner must make provisions to keep the animals safe during the commissioning.
4. Customer Acceptance Commissioning Release. Upon acceptable completion of the commissioning, an authorized representative of Customer and, if different, the owner of the project ("**Owner**") shall sign PMSI's Certificate of Completion signifying their acceptance of the services provided and that the PMSI technician(s) have performed the commissioning of the Equipment acceptably and in accordance with PMSI specifications and drawings and Customer and Owner expectations and requirements. Any items not completed satisfactorily will be noted on the Certificate of Completion and a subsequent visit scheduled as necessary.

EXHIBIT B

ADDITIONAL TERMS REGARDING ThERM™

These additional terms apply to the ThERM™ product, service and system (collectively, “ThERM Product”) offered by PMSI.

Assumption of Risk

Customer acknowledges and agrees that using the ThERM Product involves risk to Customer and its business operations and Customer agrees to assume all such risk. For example:

- Even when the ThERM Product is performing properly, there could be the loss of some or all of Customer's flock because the ThERM Product is designed to shut down ventilation (which may kill the flock but may preserve buildings and equipment).
- It is possible there could be a false reading, in which case the ThERM Product may shut down ventilation when it should not be shut down, resulting in a potential loss of some or all of Customer's flock.
- It is possible that the ThERM Product may not detect a potential fire in time to save the flock, the buildings and/or the equipment.

Customer acknowledges and assumes all of the risks associated with the ThERM Product, including those risks set forth above. Customer acknowledges and agrees that use of the ThERM Product is at Customer's sole risk. Customer also acknowledges and agrees that there is no guarantee that the ThERM Product will perform properly in every circumstance and that Customer must maintain adequate insurance and be diligent in utilizing other ways in protecting Customer's investment in its flock, buildings and equipment.

PMSI does not warrant that the ThERM Product will be uninterrupted or that defects in the ThERM Product will be corrected. No oral or written information or advice given by PMSI or its authorized representative shall create any warranty.

Further Limitation of Liability

IN ADDITION TO THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN PMSI'S STANDARD TERMS OF SALE, THE FOLLOWING TERMS APPLY:

- IN NO EVENT SHALL PMSI BE LIABLE (A) FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OR DESTRUCTION OF FLOCKS, ANIMALS, BUILDINGS OR EQUIPMENT; OR (B) FOR LOST PROFITS OR LOST REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO CUSTOMER'S USE OR INABILITY TO USE THE ThERM PRODUCT. THIS LIMITATION APPLIES REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF PMSI HAS BEEN ADVISED OF THE POSSIBILITY OF THE DAMAGES OR LOSSES.
- IN NO EVENT SHALL PMSI'S AGGREGATE LIABILITY TO CUSTOMER FOR ALL DAMAGES AND LOSSES RELATING TO THE ThERM PRODUCT EXCEED THE AMOUNT PAID BY CUSTOMER TO PMSI FOR SIX (6) MONTHS OF THE ThERM PRODUCT.