



LIBERTY LIFT SOLUTIONS, LLC PURCHASE TERMS AND CONDITIONS

1. **ACCEPTANCE:** Acceptance of Liberty Lift Solutions, LLC (herein: LLS) Purchase Terms and Conditions shall be deemed effective upon shipment of the goods and/or rendering of services which are the subject of a LLS Purchase Order or other purchase request by LLS (jointly: Purchase Order). The LLS Purchase Terms and Conditions along with the LLS Purchase Order (or other purchase request by LLS) are jointly referred to herein as LLS Purchase Terms. Any proposal made by Seller for additional or different terms and conditions or any attempt by Seller to vary in any degree any of the terms and conditions of LLS Purchase Terms is hereby rejected.

2. **COMPLETION:** Time is of the essence for each Purchase Order, and if delivery of the goods or rendering of the services made the subject hereof is not completed by the date required by LLS, in addition to its other rights and remedies hereunder, LLS shall have the right to terminate a Purchase Order by notice effective when received by Seller, such termination to be effective as to goods not yet received by LLS or services not yet rendered. Thereafter, LLS shall have the right to purchase substitute goods or services elsewhere. It is agreed that LLS may from time to time change the date required for delivery, and Seller shall promptly comply with any revised schedules issued by LLS.

3. **SHIPMENT & DELIVERY:** Goods shall not be delivered until LLS's authorized representative has requested delivery, and Seller shall pay all costs and expenses arising out of any unscheduled delivery. Goods shall be delivered to the site specified and unloaded at the location designated by LLS's authorized representative. The amount of the purchase price shall include all costs incurred by Seller for shipment of all goods made the subject hereof. All goods made the subject hereof are to be suitably prepared and packaged for shipment in accordance with good commercial practice so as to effect safe delivery and freedom from weather damage and meet the carrier's requirements. All damages occurring prior to delivery will be charged to Seller. No charges will be allowed for packing, crating or carriage unless stated in the Purchase Order. If, in order to comply with LLS's delivery date, it becomes necessary for Seller to ship by a more expensive way than specified in the Purchase Order, any such increased transportation costs shall be paid by Seller. Each container must be marked to show the Purchase Order number and a packing sheet showing the Purchase Order number must be included in each package of a single unit of shipment or with each truckload shipment. Each item of goods supplied shall be of a nature or be labeled with identification sufficient to enable LLS to match the item with its description on the Purchase Order and identify its specified location on the project and proper sequence of installation.

4. **WARRANTY:** Seller expressly warrants that all goods or services furnished under LLS Purchase Terms shall conform to all drawings, specifications and appropriate standards, will be new, and will be free from defects in material and workmanship. Seller further warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services and that all goods will be properly contained, packaged, marked and labeled. Seller warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods and services of that kind are normally used. Seller warrants that it knows or has reason to know the particular purpose for which LLS intends to use the goods and services furnished hereunder and warrants that all such goods or services will be fit for such particular purpose. Seller warrants that all goods and services furnished hereunder will conform in all respects to any samples furnished to LLS. Seller shall make no substitutions of goods or services furnished hereunder without the written authorization of LLS. Goods or services furnished hereunder shall be subject to inspection and acceptance by LLS and any governmental agency or authority having jurisdiction. Inspection, tests, acceptance or use of the goods or services furnished hereunder shall not affect Seller's obligations under these warranties and such warranties shall survive inspection, tests, acceptance and use of the goods or services made the subject hereof. Seller's warranties shall run to LLS, its

successors and assigns, and to all future owners of the property. Seller agrees to promptly correct any defects in any of the goods or services furnished hereunder, without expense to LLS, or, in the alternative, when such correction fails to bring such goods and/or services in conformance with the requirements hereof, to promptly replace such goods or services at Seller's sole cost. In the event of Seller's failure to promptly correct any defects in the goods or services furnished hereunder, LLS, after reasonable notice to Seller, shall have the right to make such corrections or to replace such goods or services and charge Seller for all loss, cost and damages incurred by LLS in connection with such correction or replacement.

5. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND LLS AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM OR ASSOCIATED WITH MATERIALS, PRODUCTS OR SERVICES PROVIDED BY SELLER PURSUANT TO A LLS PURCHASE ORDER, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE (A) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR TO PATENT INFRINGEMENT, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY INCLUDING LOSS OF USE RESULTING THEREFROM, AND (B) IS CAUSED IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF SELLER OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE, OR IS CAUSED BY OR ARISES OUT OF THE USE OF ANY PRODUCTS, MATERIAL, OR EQUIPMENT FURNISHED BY SELLER, REGARDLESS OF WHETHER IT IS CAUSED IN PART BY THE NEGLIGENT ACT OR OMISSION OF LLS OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, OR THE STRICT LIABILITY OF LLS OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES. CONCERNING ANY AND ALL CLAIMS AGAINST LLS OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS OR EMPLOYEES BY ANY EMPLOYEE OF SELLER, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY SELLER, OR ANYONE FOR WHOSE ACTS SELLER MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS. SELLER AGREES TO INDEMNIFY AND HOLD LLS HARMLESS FROM AND AGAINST ANY LOSSES ON ACCOUNT OF, RELATED TO OR ARISING FROM THE PRESENCE OF ANY HAZARDOUS/TOXIC WASTE OR SUBSTANCE, KNOWN OR UNKNOWN, INTRODUCED BY SELLER. SELLER AGREES AND ACKNOWLEDGES THAT LLS SHALL BEAR NO LIABILITY FOR WORK PERFORMED BY ANY SUBCONTRACTOR SECURED AT SELLER'S REQUEST OR FOR THE SELLER'S BENEFIT AND FURTHER AGREES TO INDEMNIFY AND HOLD LLS HARMLESS FROM ANY LIABILITY FOR ANY LOSSES (WHETHER CAUSED IN WHOLE OR IN PART BY LLS'S NEGLIGENCE) CAUSED DIRECTLY OR INDIRECTLY BY SUCH SUBCONTRACTOR. THE FOREGOING INDEMNITIES SET FORTH IN THIS AGREEMENT ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES HERETO IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE HEREOF NOTWITHSTANDING TEXAS' EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE OF ANY OTHER STATE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE NEGLIGENCE (WHETHER CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF LLS. IT IS AGREED WITH RESPECT TO ANY LEGAL LIMITATIONS NOW OR HEREAFTER IN EFFECT AND AFFECTING THE VALIDITY OR ENFORCEABILITY OF THE INDEMNIFICATION OBLIGATION UNDER THIS PARAGRAPH, SUCH LEGAL LIMITATIONS ARE MADE A PART OF THE INDEMNIFICATION OBLIGATION AND SHALL OPERATE TO AMEND THE INDEMNIFICATION OBLIGATION TO THE MINIMUM EXTENT NECESSARY TO BRING THE PROVISION INTO CONFORMITY WITH THE REQUIREMENTS OF SUCH LIMITATIONS, AND AS SO MODIFIED, THE INDEMNIFICATION OBLIGATION SHALL CONTINUE IN FULL FORCE AND EFFECT. SELLER AND LLS EXPRESSLY AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE INDEMNITIES CONTAINED HEREIN ARE "CONSPICUOUS."

6. **INSURANCE:** In the event that Seller's performance hereunder requires or contemplates the performance of services by Seller's employees, or other persons under contract to Seller, whether such services are to be performed at the place of delivery of such goods or services or elsewhere, Seller agrees that any such performance of services shall be done as an independent contractor and that the persons doing such work shall not be considered employees of LLS. Seller, at its sole expense, shall obtain and maintain all insurance coverages necessary to fully indemnify LLS, including workers' compensation, employers' liability, comprehensive automobile liability and contractual liability, naming LLS as an additional insured.

Seller shall maintain the following minimum insurance with reputable insurers:

TYPE OF INSURANCE	LIMITS
Workers' Compensation	Statutory limits
Employer's Liability	
Each accident or occurrence	\$1,000,000
Disease-Policy limit	\$1,000,000
Disease-Each employee	\$1,000,000
Commercial General Liability	
General aggregate	\$2,000,000
Products/completed operations aggregate	\$1,000,000
Each occurrence	\$1,000,000
Fire damage	\$50,000
Business Automobile Liability	
Combined single limit	\$1,000,000
Excess Liability	
Combined single limit	\$2,000,000

Each of the policies specified above shall be endorsed to waive any rights of subrogation against LLS, its subsidiaries, parent and affiliated companies and their agents, representatives, shareholders, officers, directors and employees. Each policy shall be written with an insurer satisfactory to LLS. Each policy shall be endorsed to name LLS as an additional insured. Seller agrees to furnish LLS with a Certificate of Insurance evidencing coverage, and Seller shall not materially change or cancel any coverage without providing thirty (30) days prior written notice to LLS. All insurance policies required herein shall be "per occurrence" policies, and not "claims made" policies. The insurance requirements herein shall be separate and distinct from the indemnity obligations set forth herein. Notwithstanding anything to the contrary herein, any extension of additional insured coverage by Seller or LLS (1) shall not apply with respect to any obligation for which the Seller or LLS has specifically agreed to indemnify the other party, (2) and shall only apply with respect to any obligation for which either the Seller or LLS has specifically agreed to indemnify the other party. LLS's indemnity of Seller shall be without regard to and without any right to contribution from any insurance maintained by Seller. Seller's indemnity of LLS shall be without regard to and without any right to contribution from any insurance maintained by LLS.

In the event Seller fails to carry the insurance specified hereunder, LLS may obtain such insurance and charge the cost thereof, including a mark-up of fifteen percent (15%), to Seller, and LLS, at its option, may

withhold from any payment due, or to become due, Seller the amount of such charges. Seller agrees that the provisions set forth in this paragraph shall be imposed upon, assumed, and performed by each of its subcontractors.

7. **TERMINATION:** LLS reserves the right to terminate a Purchase Order, or any part hereof, solely for its convenience. In the event of such termination, Seller shall immediately stop all work hereunder and shall immediately cause all of its suppliers and subcontractors to cease such work. Seller shall not be paid for any work done after receipt of notice of termination, nor for any costs incurred by Seller, suppliers or subcontractors which Seller could have avoided. Further, LLS may also terminate a Purchase Order, or any part hereof, for cause in the event of any default by Seller or if Seller fails to comply with any of the terms and conditions of the LLS Purchase Terms. Late deliveries, deliveries of products which are defective or which do not conform to the requirements of the LLS Purchase Terms and/or a Purchase Order, and failure to provide LLS, upon request, reasonable assurances of future performance shall all be causes for termination of the Purchase Order. In the event of termination for cause, LLS shall have the right to withhold all payments which have become due to Seller and all payments which may thereafter become due and to take possession of all drawings, materials and goods belonging to Seller relating to performance, and for such purpose, the Purchase Order shall be construed as an assignment by the Seller to LLS of said drawings, materials and goods. Further, in the event of such termination for cause, Seller shall be liable to LLS for any and all damages, including, but not limited to, attorneys' fees, incurred by LLS by reason of Seller's default and termination.

8. **PATENTS, COPYRIGHTS AND TRADEMARKS:** SELLER AGREES UPON RECEIPT OF NOTIFICATION FROM LLS TO PROMPTLY ASSUME FULL RESPONSIBILITY FOR DEFENSE OF ANY SUIT OR PROCEEDING WHICH MAY BE BROUGHT AGAINST LLS OR ITS AGENTS FOR ALLEGED PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT, AS WELL AS FOR ANY ALLEGED UNFAIR COMPETITION RESULTING FROM SIMILARITY IN DESIGN, TRADEMARK OR APPEARANCE OF GOODS OR SERVICES FURNISHED HEREUNDER. SELLER FURTHER AGREES TO INDEMNIFY LLS, ITS AGENTS AND ASSIGNS FROM AND AGAINST ANY AND ALL LOSS, COST, ROYALTIES, PROFITS OR DAMAGES OF WHATSOEVER NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURTS COSTS, RESULTING FROM ANY SUCH SUIT OR PROCEEDING CLAIMING A VIOLATION OR INFRINGEMENT OF A PATENT, COPYRIGHT OR TRADEMARK, INCLUDING ANY SETTLEMENT THEREOF.

9. **TITLE AND RISK OF LOSS OR DAMAGE:** Except as specifically otherwise provided herein Seller shall: (1) be responsible and bear the risk of loss or damage for the goods or services furnished under the Purchase Order until such time as goods or services are delivered at the designated delivery point, regardless of the point of inspection or transfer of title, and (2) bear all risks and expenses for all returns, including but not limited to freight, insurance, packaging, materials and/or labor resulting from rejection or correction of the goods furnished hereunder.

10. **TAXES:** Unless otherwise specifically provided for herein, Seller shall be liable for all federal, state, or local taxes assessed by any governmental entity of any jurisdiction in connection with the goods or services furnished hereunder.

11. **WAIVER:** LLS's failure to insist on performance of any of the terms and conditions or to exercise any of the rights or privileges contained herein, or LLS's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions or privileges contained herein or future breaches.

12. **SET-OFF:** All of Seller's claims for money due or to become due from LLS under the Purchase Order shall be subject to deduction or set-off by LLS by reason of any counterclaim arising out of this or any other transaction with Seller.

13. **NO ASSIGNMENT:** Seller shall not assign the Purchase Order or any of its rights or obligations hereunder, in whole or in part, without LLS's written consent.

14. ATTORNEYS' FEES AND EXPENSES: In the event LLS prevails in the prosecution or defense of any claims in litigation or arbitration between the parties hereto, Seller agrees to pay all attorneys' fees, expert and consultant costs, and all other reasonable and necessary expenses incurred by LLS in such litigation or arbitration.

15. FORCE MAJEURE: Except for the payment of any monies which may become due hereunder and the obligations of indemnity, confidentiality and nonuse by Seller contained herein, each party shall be absolved from the obligations under the LLS Purchase Terms when and to the extent that performance is delayed or prevented by reason of acts of God, flood, fire, explosion, war, riots, strikes, labor disputes, embargo, or governmental laws, order or regulations, or other conditions beyond the reasonable control of the affected party. The affected party shall, however, exhibit its best efforts to avoid or remove the cause or causes of its nonperformance as expeditiously as possible.

16. CONFIDENTIALITY: Seller acknowledges the highly secret and valuable nature of all proprietary inventions, methods, processes, designs, know-how, and trade secrets embodied in LLS's equipment, products and services and its components (hereinafter referred to as "Confidential Data"). Accordingly, Seller agrees not to disclose or use any Confidential Data. Seller further agrees to take any and all necessary precautions to prevent disclosure of the Confidential Data associated with LLS's equipment, products and services and components thereof to persons other than those employees of Seller for whom such disclosure is necessary for performance of the work hereunder.

17. COMPLIANCE WITH LAWS: Seller expressly agrees to comply with and abide by all of the laws of the United States and of the State of Texas or other applicable state law, including, but not limited to, OSHA, EPA and all rules and regulations now existing or that may be hereafter promulgated under and in accordance with any such law or laws, and hereby agrees to indemnify and hold LLS harmless from any and all claims, demands, or damages incurred by LLS arising from Seller's failure to comply with all laws and governmental regulations. The indemnities in this paragraph shall be in addition to any other indemnity obligations between LLS and Seller, including any other indemnity obligations contained herein. Seller warrants and represents that neither the Seller nor the Seller's parent or subsidiary companies, Affiliates or any of their shareholders, subcontractors, members, managers, directors, officers, employees, independent contractors, subcontractors or agents: (a) has made or authorized or will make or authorize any offer, payment, promise to pay, any money, including kick-backs, or a gift, promise to give, or the giving of anything of value to any third party including, but not limited to, a government official, political party, party official, family member or representative of a state-owned enterprise, for the purpose of wrongfully influencing the recipient; obtaining or retaining business; or for securing or obtaining an improper business advantage; or (b) has taken or permitted or will take or permit any action to be taken, including an action in connection with the conduct of their business and the transactions contemplated under this Agreement, which would cause the Seller, LLS be in violation of any applicable Anti-Bribery or Anti-Corruption Laws, including, where applicable, but not limited to the United States Foreign Corrupt Practices Act of 1977, as amended; the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and related implementing legislation and all local equivalent laws in the countries in which business is conducted.

18. ENVIRONMENTAL COMPLIANCE: Seller further agrees that it shall be totally responsible for any and all waste and/or hazardous substances introduced by Seller and shall perform all clean-up and removal of such substances. In the event Seller does not perform such clean-up and/or removal, LLS may perform clean-up and removal of such substances and Seller shall reimburse LLS for all costs and expenses thereof, including attorney's fees. **SELLER SHALL INDEMNIFY LLS FOR ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, CHARGES, AND OTHER EXPENSES, INCLUDING ATTORNEYS' FEES, AS WELL AS EXPERTS AND CONSULTANT FEES, INCURRED BY LLS RELATED TO SUCH CLEAN-UP AND/OR REMOVAL, EVEN IF THE LOSSES, DAMAGES, CLAIMS, DEMANDS, COSTS, FEES, AND EXPENSES ARE CAUSED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF LLS.** The indemnities in this paragraph shall be in addition to any other indemnity obligations between LLS and Seller, including any other indemnity obligations contained herein.

19. USE OF PREMISES: Seller agrees to follow all safety or other rules and regulations that may be required by LLS. Seller agrees to remove from LLS's property or premises any employee, agent, contractor, and the like immediately upon LLS's request. LLS shall have and expressly reserves the right to refuse the admission of any substance, material or equipment on LLS's property. Seller shall perform all work in such a manner as to cause a minimum of interference with LLS's operations or the operations of other contractors on the premises, shall take all safety precautions (including those required by LLS's safety policies and procedures) to protect the premises and all persons and property thereon from damage or injury, and shall assume responsibility for the taking of such precautions relating to Seller's and any subcontractor's employees, agents, licensees and invitees. Upon completion of the work, Seller shall leave the premises clean and free of all equipment, waste, debris, trash and rubbish.

20. PAYMENT OF BILLS AND LIENS: Seller shall pay promptly all indebtedness for all materials and equipment used in the performance under the Purchase Order. Seller shall not permit any lien or charge incurred in the performance of the work pursuant to the Purchase Order or furnished by Seller in the performance of the work pursuant to the Purchase Order to be filed or asserted against any property of LLS. Seller shall promptly release and indemnify LLS for all charges, claims, liability, liens or expenses associated with materials, products or services provided by Seller in connection with the work pursuant to the Purchase Order. Any invoice to LLS shall include prepaid freight charges and original freight bills associated with such invoice.

21. CHANGES IN WORK: Seller shall make no changes in the work called for by the Purchase Order without LLS's written agreement thereto. LLS may order changes in the work called for by the Purchase Order or require additions to the Purchase Order at any time and Seller shall promptly comply with each such change order or addition. Any changes in compensation due pursuant to any change order or addition to the Purchase Order are effective only if agreed to by LLS's authorized representative in writing.

22. PERMITS: Seller shall procure and keep in effect at all times all permits and licenses required by any federal, state or local governmental or regulatory agency in connection with the work performed by Seller pursuant to the Purchase Order and shall promptly produce evidence of same to LLS upon demand.

23. NOTICES: The addresses of the Parties hereto for notice purposes are as follows, but either Party may change its address for the purpose of the Purchase Order by giving notice in writing to the other Party of such change:

LIBERTY LIFT SOLUTIONS, LLC

SELLER

NAME: David Jones
TITLE: Chief Financial Officer
ADDRESS: 16420 Park Ten Place, Suite 300
Houston, TX 77084

NAME: _____
TITLE: _____
ADDRESS: _____

All approvals, consents, notices, requests, demands, and other communications shall be in writing and shall be deemed to have been given upon facsimile with confirmation or upon delivery, if delivered in person or by any expedited delivery service that provides proof of delivery or on the third business day after mailing, if mailed by certified mail, postage prepaid, return receipt requested.

24. JURISDICTION AND VENUE: LLS PURCHASE TERMS AND THE ASSOCIATED PURCHASE ORDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND SHALL BE PERFORMABLE IN HARRIS COUNTY, TEXAS. EACH PARTY HERETO SUBMITS TO THE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS IN HARRIS COUNTY, TEXAS AND THE FEDERAL COURTS IN AND FOR THE SOUTHERN DISTRICT OF TEXAS SITTING IN HOUSTON, TEXAS IN CONNECTION WITH ANY DISPUTE

ARISING UNDER THE LLS PURCHASE TERMS AND/OR THE ASSOCIATED PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT ENTERED INTO IN CONNECTION HEREWITH.

25. CONSTRUCTION: Whenever required by the context of the LLS Purchase Terms, the singular includes the plural, and the masculine includes the feminine or the neuter.

26. SEVERABILITY: The LLS Purchase Terms and associated Purchase Order are intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of the LLS Purchase Terms and associated Purchase Order, or the application thereof to any person or circumstance, is for any reason or to any extent invalid or unenforceable, the remainder of the LLS Purchase Terms and associated Purchase Order and the application of such provision to the other persons or circumstances shall not be affected thereby, but rather is to be enforced to the greatest extent permitted by law.

27. INTEGRATION: The terms and covenants herein stated are a part of the consideration hereof. It is expressly understood that these terms and conditions shall apply to any goods or services provided under the Purchase Order and take precedence regardless of any prior or subsequent agreements (including but not limited to purchase orders, work orders or other similar documents) unless such subsequent written agreement is executed by duly authorized representatives of the parties hereto and specifically by reference cancels the LLS Purchase Terms or any terms hereof. The LLS Purchase Terms constitutes the entire agreement between the parties regarding the goods delivered and services performed pursuant to the Purchase Order. All prior agreements relating to the subject matter hereof are superseded hereby and no amendment or modification of the LLS Purchase Terms shall be effective unless it is in writing and signed by the authorized representative of LLS.

28. AUTHORITY: Seller warrants and represents that the individual signing the LLS Purchase Terms on behalf of Seller has the authority to enter into the LLS Purchase Terms on behalf of Seller, and that upon execution, the LLS Purchase Terms shall be binding upon Seller.