



PORTABLE GREENHOUSE SYSTEMS

PGS STANDARD TERM SHEET

Job Specific Terms:

Payment, Estimated Build Schedule, Upgrades and (any) additional costs, and (any) Misc. Terms Are itemized on your job specific/signed copy(ies). Any other miscellaneous or specific terms are also set forth on a customer specific/job specific/signed copy(s) of invoice and/or PGS Term Sheet.

PGS Standard Terms:

QUOTE VALID FOR THIRTY (30) DAYS FROM DATE OF ISSUE. There may be fluctuations in the costs of material(s) that may affect price within thirty (30) days of invoice date. Should the price of the material, equipment, or energy increase during the term of the contract, through no fault of the Seller, the contract sum shall be equitably adjusted by said change. Seller and Buyer recognized that prices for steel may fluctuate between ten to twenty percent (10-20%) within a short amount of time. A significant price of materials and/or gas increase means a change in price from the date of the contract to the date of performance. Any such price increase shall be documented by vendor quotes, invoices, catalogs, receipts or other documentation of commercial use. Documentation of change shall be provided to Buyer within a reasonable amount of time with an updated quote document. This quote form must be attached to, and become a part thereof, and governs the execution of the work to be performed under any contract, purchase order, or invoice. Fuel Surcharge: Items shipped under this agreement may be subject to a fuel surcharge. The fuel surcharge is updated on a weekly basis and rises or falls in alignment with fuel prices. It is calculated according to the following table: the USGC (U.S. Gulf Coast Kerosene-Type Jet Fuel Spot Price) published by the US Department of Energy (www.eia.gov). Portable Greenhouse Systems ("Company") may modify the fuel surcharge upon notice to customer.

PLANS: Developed by Company for approval. The signed, approved and attached shop drawings will dictate fabrication. By approving drawings, the Buyer is accepting full responsibility for dimensions, details, and criteria listed.

QUALIFICATIONS: In signing the invoice, buyer accepts all its components, including, but not limited to all design selections, including color, and type of materials and an order has considered having been placed. Professional engineering calculations and/or stamped seal are not included unless specifically noted. This invoice does not include any Federal, State, Municipal, Sales, Use, or any other tax that may arise or is assessed as a result of this purchase that may be applicable. Buyer agrees to be responsible for any applicable tax. Unless a tax-exempt certificate is provided, buyer will be charged sales tax on the final invoice as required by any applicable law.

CANCELLATION: An Order once placed and accepted by the Company can only be cancelled in writing. If an order is cancelled after signed purchase and before final drawing approvals, then the cancellation fee will be up to twenty five percent (25%) of the full quote price, with the amount to be determined solely at the discretion of the Company. If order is cancelled after final approvals are received, the cancellation fee will be equal to the completion of the work and labor already performed at the fair market value of the labor performed with a minimum of 25% of the quote price. The percentage completed is to be determined solely at the discretion of the Company.

ESTIMATED LEAD TIMES: Buyer acknowledges that the Company needs approximately 1-4 weeks for any custom plans or drawings and approximately 2-4 weeks after receipt of approved plans for shipment to leave the Company. Call for estimated lead times based on items ordered. All lead times are subject to material availability or situations beyond the Company's control and Seller is not liable for such occurrences. Lead Times are not guaranteed.

INTERPRETATIONS: Invoice has been prepared according the Company's interpretation of customer's requests and/or specifications. However, the Company is not liable for misinterpretations or typographical errors. The Company will always attempt to provide a product closest to the Buyer's specifications and will provide the closest available alternative

INSTALLATION: Installation may or may not be included in the bottom line pricing for this invoice and is noted on the invoice and/or Buyer/Site Specific Terms portion but is also subject to these installation terms. In installations requiring a permit, the customer is required to provide a site plan and/or building elevation drawing prior to the Company's final acceptance of proposed cost of installation. All installations are bid for and are limited to street level or ground level installations unless otherwise specified on proposal. The Company's installation bid will be considered null and void if the Company is not properly informed of site conditions. All site preparation work which prevents the Company from installing job upon arrival will result in additional hourly installation charges as well as material charges to make the site suitable to begin installation. The rate for the additional costs will be accrued at fifty dollars (\$50.00) per man per hour, plus material, food, lodging, and additional travel expenses unless otherwise specified on Invoice or Buyer/Site Specific Terms portion. Punch list items must be documented in writing and signed off on the "PGS Certification of Installation" by the Buyer or Buyer's Representative prior to the Company's departure from site. The Buyer or Buyer's Representative must be available at the time, specified by the Company's install crew, to conduct a walk through. Buyer absence from the site at the time will be considered acceptance of the job as complete as documented by the Company.

REQUIRED: The name, address, and phone number of the project owner will be required with the signed proposal for any project requiring a permit. ANY APPLICABLE LICENCES, FEES, AND/OR PERMITS ARE THE RESPONSIBILITY OF THE BUYER.

NON-CIRCUMVENT: The Buyer and Seller, ("Parties") will not in any manner, solicit, nor accept any business in any manner from sources not their Affiliates, which sources were made available through this agreement, without the express written authorization of the party who made available the source and, The parties will maintain complete confidentiality regarding each other business sources and/or their Affiliates and will disclose such business sources only to named parties pursuant to the express written permission of the party who made available the source; and, that they will not in any of the transactions the parties are desirous of entering into and do, to the best of their abilities assure the other that the transaction codes established will not be affected and; that they will not disclose names, addresses, email address, telephone and telefax or telex numbers to any contacts by either party to third parties and that they each recognize such contracts as the exclusive property of the respective parties and that they will not enter into any direct negotiations or transactions with such contracts revealed by the other party and that they further undertake not to enter into business transaction with banks, investors, sources of funds or other bodies, the names of which have been provided by one of the parties to this agreement, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this agreement, it does not matter whether information is obtained from a natural or a legal person. The parties also undertake not to make use of a third party to circumvent this clause. That in the event of circumvention of this Agreement by either party, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.

SEVERABILITY: Should any part of this contract or proposal be deemed unenforceable, the remainder shall remain in force.

CHOICE OF LAW: This Agreement shall be deemed to have been made in Washoe County,

option when necessary.

Nevada, and shall be construed, interpreted and enforced in accordance with the laws of the State of Nevada applicable to agreements executed, delivered and to be performed wholly within such State.