

Customer Bill of Rights Agreement

This Customer Bill of Rights Agreement ("agreement") is between us, Cubed Nano LLC, and you, the other party signing below. It applies to all goods you order or we provide ("products") and any information, recommendations, or services that we, or any of our employees or independent contractors, may provide to you ("advice").

1. **Orders and Products.** We strive to process orders promptly and precisely. Therefore, we accept your orders for product by an email or fax confirmation containing all terms of shipment and sale not already stated below. Unless you timely notify us of any error in a confirmation, its terms are binding. We stand behind our products. All product is shipped F.O.B. our facility, unless otherwise stated in our confirmation.

2. **Payment.** In exchange for us providing you products, you agree to pay: (1) The price for products in effect when your order is confirmed (unless otherwise stated in our confirmation, full payment for each invoice is due on the date of the invoice), (2) All invoices timely and 3% per month interest on all invoices for which payment has not been received by us within 30-days of the invoice date, (3) All transportation, insurance, shipping cost and taxes relating to products, and (4) Our collection costs and expenses, including actual attorneys' fees and arbitration fees, incurred by us or on our behalf if we commence collection proceedings on any of our invoices.

3. **Disclaimer.** We strive to partner with suppliers that are committed to quality in all aspects of their products' manufacture. Some products carry warranties from their third-party manufacturers that may be transferable to you.

4. **LIMITATION OF LIABILITY.** We are committed to our customers. As such, there may be times when we may be liable to you. **IN SUCH CASES, WE BOTH AGREE THAT: (1) OUR LIABILITY SHALL NOT EXCEED THE AMOUNT OF ANY ACTUAL LOSS OR DAMAGE, UP TO THE AGGREGATE AMOUNT YOU HAVE ACTUALLY PAID US FOR THE PRODUCT OR ADVICE THAT IS THE SUBJECT OF THE CLAIM, REGARDLESS OF THE FORM OF ACTION, INCLUDING NEGLIGENCE, STRICT LIABILITY, TORT, PRODUCT LIABILITY OR OTHERWISE AND (2) WE SHALL NOT BE LIABLE FOR (A) THIRD PARTY CLAIMS AGAINST YOU FOR LOSSES OR DAMAGES OR (B) ANY LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER, REGARDLESS OF THE FORM OF ACTION.** The limits of liability set forth in this paragraph do not apply to the bodily injury to or the death of any person or our damage to property on your premises caused by us. **NEITHER OF US MAY BRING ANY CLAIM AGAINST THE OTHER MORE THAN ONE (1) YEAR AFTER THE DATE SUCH CAUSE OF ACTION ACCRUES.** You may have additional rights under certain laws (such as consumer laws) that do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. If these laws apply, our exclusions or limitations may not apply to you.

5. **Advice.** On occasion, you may ask for and receive advice from us relating to products, mixtures, formulas, packaging or other topics. Though we strive to be helpful, we do not warrant advice. In consideration for our providing you advice, you agree (1) To be solely responsible for such advice and any use you make of it and (2) To release and hold us harmless from and against any and all claims relating to such advice.

6. **Disputes.** We strive to avoid disputes and litigation. However, sometimes they arise. This paragraph governs their settlement. Before commencing any action or arbitration, each of us shall refer the dispute to their respective chief executive officer who shall attempt to resolve the dispute in direct discussions with the other CEO. Each of us consents to the personal jurisdiction of courts located in the State of Texas, which shall have exclusive jurisdiction over any legal action arising from or relating to this agreement or otherwise between the parties including, but not limited to, any product or advice. Venue for any action arising under this agreement shall lie exclusively in the state courts of Dallas County Texas and the United States District Courts. Each of us waives and agrees not to assert any defenses or claims to the contrary. Each of us waives any right to a jury in any action involving the other. With respect to any controversy relating to monies due to us under this agreement, you agree that, if we so elect, we may submit such controversy to binding arbitration in Dallas County Texas to be held in accordance with the current Expedited Commercial Rules of the American Arbitration Association in a proceeding with a single arbitrator and without any discovery; judgment on any arbitration award may be enforced by any court of competent jurisdiction. Each of us, as indemnitor, agrees to indemnify and hold the other, as indemnitee, harmless from and against any claims, costs, damages, expenses (including actual attorney's fees, arbitration and court costs) or liability incurred by indemnitee resulting from the indemnitor's breach of this agreement.

7. **General.** In the event any term of this agreement is declared invalid or void by any court or tribunal of competent jurisdiction, such term shall be null and void and shall be deemed severed from this agreement and all remaining terms shall remain in full force and effect. **The laws of the state of Texas will govern this agreement** (without regard to its conflict of laws provisions) and The United States Convention on the International Sale of Goods and the United Nations Convention on the Formation of Contracts for the International Sales of Goods will not be applied to this agreement. Any delay or nonperformance by us of any provision of this agreement caused by conditions beyond our control shall not constitute a breach of this agreement by us. This agreement and our confirmations, constitute the entire agreement and understanding of the parties with respect to the subject matter hereof and any products and are intended as the final expression in complete and exclusive statement of the terms thereof and regarding all products, superseding all prior and contemporaneous orders, other contracts, representations, promises, terms and understandings, whether written or oral. This agreement may only be amended or modified only by a written document signed by both parties. You may not add to, delete from, or alter the terms of this agreement without our express written consent and, absent such consent, any additional or different terms (or deletions of terms) proposed by you will be of no force and effect.

By signing this agreement, we both acknowledge and agree to its terms.

Cubed Nano LLC

Name of Customer: _____

By: _____

By: _____

Name: Michael Cutruzzola

Name:

Title: COO

Title:

Date:

Date: