11.**Limitation of liability.** RIBCAGE SOLUTIONS INC. SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THESE TERMS OR PRODUCTS OR SERVICES PROVIDED HEREUNDER OR RIBCAGE SOLUTIONS INC.’S ACTS OR OMISSIONS FOR: (a) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED VALUE OF A BUSINESS OR ITS REPUTATION, OR (b) ANY DAMAGE OR LOSS IN EXCESS OF THE PRICE ACTUALLY PAID BY YOU. ANY ACTION BY YOU MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

12.

**Force Majeure.** (a) RIBCAGE SOLUTIONS INC. SHALL NOT BE LIABLE FOR DELAY IN PERFORMANCE OR FAILURE TO PERFORM ANY OF ITS OBLIGATIONS IF THE DELAY OR FAILURE RESULTS DIRECTLY OR INDIRECTLY FROM FORCE MAJEURE. (b) “Force Majeure” means any law, order, regulation, direction, request, action or failure to act of You or of any government having jurisdiction over RIBCAGE SOLUTIONS INC., its subcontractors and / or its suppliers, or of any department, agency or corporation of one or more of such governments; failure or delay of transportation; suspension or cancellation of any required license; insurrection; riots, national emergencies; war; acts of public enemies, strikes or other labor difficulties; inability to obtain necessary services, labor, manufacturing facilities, materials or components from RIBCAGE SOLUTIONS INC.’s usual sources; fires, floods, earthquakes, lightning or other catastrophes; acts of God; extreme weather conditions; or any cause of like or different kind beyond the control of RIBCAGE SOLUTIONS INC.. (c) RIBCAGE SOLUTIONS INC. shall notify You in writing if performance of any of its obligations under this Agreement is delayed by reasons of Force Majeure. In such event, RIBCAGE SOLUTIONS INC. may, at its option, (i) suspend performance of the undelivered or unperformed portions of this Agreement, pending the removal of the cause of delay or (ii) cancel the portion of this Agreement which remains undelivered or unperformed, at any time, as long as the cause of delay continues. Alternatively, You may, within thirty (30) days after receipt of RIBCAGE SOLUTIONS INC.’s notice of Force Majeure, cancel the undelivered or unperformed portion of this Agreement upon written notice to RIBCAGE SOLUTIONS INC., provided that You shall reimburse RIBCAGE SOLUTIONS INC. for any costs and expenses incurred by RIBCAGE SOLUTIONS INC., plus reasonable profit. In the event of such cancellation, You shall remain liable to RIBCAGE SOLUTIONS INC. for all obligations arising before RIBCAGE SOLUTIONS INC.'s receipt of Your notice of cancellation. If performance is suspended in accordance with clause (i), RIBCAGE SOLUTIONS INC. and You shall, before resuming performance, agree in writing with respect to any revisions applicable to the suspended portion of the Agreement. In the event of failure to agree upon the revision, either You or RIBCAGE SOLUTIONS INC. may, upon written notice to the other, terminate this Agreement without liability except that You shall reimburse RIBCAGE SOLUTIONS INC. for its costs and expenses attributable to custom-built equipment, and a reasonable profit thereon, and any administrative charges, cancellation fees, return charges and handling relative to non-custom equipment and services and you shall remain liable to RIBCAGE SOLUTIONS INC. for all obligations arising before such termination. RIBCAGE SOLUTIONS INC. shall not be liable for damages in any form resulting from cancellation or suspension of performance in accordance with this section.

13.

**Proprietary information.** RIBCAGE SOLUTIONS INC. retains title to and ownership of all engineering and production prints, drawings, technical data and other information and documents that relate to the Products and Services sold to You and any intellectual property rights embodied therein. Unless advised by RIBCAGE SOLUTIONS INC. in writing to the contrary, all such information and documents disclosed or delivered by RIBCAGE SOLUTIONS INC. to You are to be deemed proprietary to RIBCAGE SOLUTIONS INC. and shall be used by You solely for the purpose of inspection, installation and maintenance of Products purchased hereunder and not used by You for any other purpose.

3. **Permits and licenses.** You are responsible for obtaining all permits, licenses or certificates required by any regulatory body (such as, but not limited to, FAA and FCC permits and local construction permits) prior to the start of any work. If You do not secure a construction permit after commercially reasonable efforts to do so, or involuntarily lose a construction permit, You may terminate this Agreement by written notice to RIBCAGE SOLUTIONS INC., and You shall pay (a) for all Products and equipment items that have been shipped prior to such termination and (b) all RIBCAGE SOLUTIONS INC. costs and expenses attributable to contract work in progress, and a reasonable profit thereon. YOU SHALL REMAIN LIABLE TO RIBCAGE SOLUTIONS INC. FOR ALL COSTS AND OBLIGATIONS ARISING BECAUSE OF SUCH TERMINATION. RIBCAGE SOLUTIONS INC. SHALL NOT BE LIABLE FOR DAMAGES IN ANY FORM RESULTING FROM CANCELATION OR SUSPENSION OF PERFORMANCE IN ACCORDANCE WITH THIS SECTION. Any costs incurred by RIBCAGE SOLUTIONS INC. in paying any local service charges, or in complying with safety regulations above RIBCAGE SOLUTIONS INC.'s standard costs of performance hereunder, shall be reimbursed by You to RIBCAGE SOLUTIONS INC..

9. **Patent liability.** You agree that RIBCAGE SOLUTIONS INC. has the right to defend or, at its option, to settle, and RIBCAGE SOLUTIONS INC. agrees, at its own expense, to defend or, at its option, to settle, any claim, suit or proceeding brought against You on the issue of infringement of any United States patent by any Product, or any part thereof, supplied by RIBCAGE SOLUTIONS INC. to You under this Agreement. RIBCAGE SOLUTIONS INC. agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against You on such issue in any such suit or proceeding defended by RIBCAGE SOLUTIONS INC.. You agree that RIBCAGE SOLUTIONS INC., at its sole option, shall be relieved of the foregoing obligations unless You notify RIBCAGE SOLUTIONS INC. promptly in writing of any such claim, suit or proceeding, and at RIBCAGE SOLUTIONS INC.’s expense, give RIBCAGE SOLUTIONS INC. proper and full information and assistance to settle and / or defend any such claim, suit or proceeding. If the Product, or any part thereof furnished by RIBCAGE SOLUTIONS INC. to You hereunder, becomes, or in the opinion of RIBCAGE SOLUTIONS INC. may become, the subject of any claim, suit or proceeding for the infringement of any United States patent, or in the event of any adjudication that such Product or part infringes any United States patent, or if the use, lease or sale of such Product or part is enjoined, RIBCAGE SOLUTIONS INC. may, at its option and its expense,: (a) procure for You the right under such patent to use, lease or sell, as appropriate, such Product or part; (b) replace such Product or part; (c) modify such Product or part; or (d) remove such Product or part and refund the aggregate payments and transportation costs paid therefore by You, less a reasonable sum for use, damage and obsolescence. RIBCAGE SOLUTIONS INC. shall not be liable for any costs or expenses incurred without RIBCAGE SOLUTIONS INC.’s written authorization. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF RIBCAGE SOLUTIONS INC. AND YOUR SOLE AND EXCLUSIVE REMEDY FOR INTELLECTUAL PROPERTY INFRINGEMENT RELATED TO THE PRODUCTS, AND ALL OTHER REMEDIES ARE HEREBY WAIVED BY YOU. NOTWITHSTANDING THE FOREGOING, THE REMEDY DESCRIBED IN THIS PARAGRAPH SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO RIBCAGE SOLUTIONS INC.’S COMPLIANCE WITH YOUR SPECIFICATIONS OR DESIGN OR THE USE OF PRODUCTS IN COMBINATION WITH OTHER GOODS OR MATERIALS. IN NO EVENT SHALL RIBCAGE SOLUTIONS INC.’S TOTAL LIABILITY TO YOU UNDER, OR AS A RESULT OF COMPLIANCE WITH, THE PROVISIONS OF THIS SECTION EXCEED THE AGGREGATE SUM PAID TO RIBCAGE SOLUTIONS INC. BY YOU FOR THE ALLEGEDLY INFRINGING PRODUCT OR PART.

DISCLAIMER

RIBCAGE SOLUTIONS INC. does not claim that these products are 100% effective in preventing lightning strikes. At the present collective level of understanding of the lightning phenomenon, the behavior of lightning events is to some degree unpredictable. These products, however, do influence the course of lightning strikes and thereby are believed to reduce the incidence of direct strikes.

Proper grounding of the PLP family and all lightning protective devices is very important. RIBCAGE SOLUTIONS INC. grounding notes and accessories are offered for user convenience only. It is the user’s sole responsibility to determine and apply installation and grounding practices appropriate to their application. The standards of the Underwriter’s Laboratories (UL), National Fire Prevention Association (NFPA), and appropriate other standards groups should be carefully followed.