

PRODUCT WARRANTY STATEMENT

The following warranty information for products sold by EP Minerals, LLC is excerpted from the document entitled *EP Minerals, LLC Terms and Conditions for Sale of Products, Revised 3/16/16* which may be found published on EP's website at <https://epminerals.com/library/terms-conditions/>.

PRODUCT WARRANTIES

EP Minerals, LLC ("Seller") expressly warrants that products it sells ("Product") will be manufactured or produced in accordance with Seller's current specifications that are available upon request unless otherwise agreed in writing by Seller and Buyer, but does not guaranty or warrant any Product for any specific application or service condition.

Seller SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. This warranty is expressly limited to a ninety (90) day period commencing as of the date the Product at issue is removed from Seller's facility for shipment to Buyer. This warranty does not cover Product which was modified, contaminated, combined with third party product or otherwise physically damaged by Buyer or a third party or which was not in the original Seller product packaging, if applicable.

REMEDIES

Under no circumstances, including, without limitation, negligence, will Seller be liable to Buyer or any other party for any direct, indirect, special, punitive, incidental, exemplary, consequential (including, without limitation, damages for business interruption, loss of business profits, or any corrective action) or any other damages arising in any way from or related to the sale, resale or use of the Products, even if Seller has been advised of the possibility of such damages.

Seller's total cumulative liability and Buyer's exclusive remedies are hereby limited:

(i) in the case of defective Product, to Seller's choice of replacement of the defective or nonconforming Product or refund of the purchase price paid therefore by Buyer to Seller; provided notice of the defective or nonconforming Product is promptly provided to Seller upon the discovery of any alleged defect or nonconformity and in no case more than 90 days from the date of shipment of said Product; and

(ii) in the case of any other breach or violation of a material term hereof by Seller, the *lesser of*: (a) refund of the purchase price paid for the applicable Product, or (b) \$50,000. Any action by Buyer for damages must be commenced within one (1) year after the cause of action has accrued. The foregoing limitations shall apply whether Buyer's claim arises from breach of contract, breach of warranty, tort, negligence, strict liability or any other legal basis.

Notwithstanding the foregoing, Buyer agrees to use commercially reasonable efforts to promptly limit or otherwise reduce the extent of potential and actual damage to its own product or product of any third party once it discovers any alleged defective or nonconforming Product, to promptly notify Seller in writing of any alleged defective or nonconforming Product and to promptly provide Seller with samples of any alleged defective or nonconforming Product for testing by Seller.

Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions, Seller's liability will be limited to the fullest extent permitted by law. Under no circumstances will Buyer be permitted or entitled to setoff or credit any amounts due and owing to Seller, unless Seller has agreed in writing to the same.

CHOICE OF LAW & VENUE

Seller and Buyer agree that any Purchase Order and Order Confirmation, including, without limitation, these Terms and Conditions, will be construed according to the laws of the State of Nevada. Buyer agrees that any action brought by Buyer to enforce any Purchase Order or Order Confirmation, including, without limitation, these Terms and Conditions, will be brought exclusively in the state court of general jurisdiction with jurisdiction over Seller's principal place of doing business, and at that such court will have exclusive venue over any such dispute, and Buyer submits to the jurisdiction of such court in any action brought by Seller.

CONTACT INFORMATION

For more information please call 1-800-366-7607 or visit <https://epminerals.com/contact-us> to send a message via e-mail.

