

Terms. Pursuant to that certain Sales or Purchase Agreement (“Sales Agreement”) by and between Sweet Home Enterprises, Inc., d.b.a. Sweet Home BioFuel Products (“Sweet Home”) and you (“Buyer”), Sweet Home has agreed to sell, and Buyer has agreed to purchase, certain biofuel processing equipment (the “Equipment”). Buyer and Sweet Home agree that the Sales Agreement shall be governed and controlled by this set of Sweet Home’s standard terms and conditions of sale (“Terms”) (the Sales Agreement and Terms together, the “Agreement”).

Payment. Generally, the entire purchase price and estimated shipping costs must be prepaid before the order is accepted and processed by Sweet Home. Any credit arrangements must be stated in writing on the Sale Agreement, and payments shall be due and payable in accordance with the payment terms set forth in this Agreement. Any amount due which is not timely paid shall incur a late charge on the unpaid balance of 1.5% per month or portion thereof (or such lesser amount as may be the maximum permitted by law). Buyer shall reimburse Sweet Home any and all attorney’s fees and other costs incurred by Sweet Home in collecting any payment due hereunder.

Cancellation/Returns. An order for equipment may be cancelled for any reason, but notice of cancellation must be provided prior to shipment of the equipment. All pre-paid deposits, however, are non-refundable. Buyer may return the equipment only within 30 days of delivery. Buyer must pre-pay all shipping charges and notify Sweet Home of the shipment. Sweet Home will refund the purchase price minus a 20% restocking fee and any costs incurred to restore the equipment to its original condition.

Delivery of Goods. Sweet Home will arrange for delivery of new or repaired goods to the Buyer via usual ground carriers. Sweet Home typically estimates delivery costs and charges the Buyer for such anticipated costs, and Sweet Home will prepay the carrier for delivery service. Nonetheless, the Buyer is ultimately responsible for paying freight charges, and Buyer may be billed, either by Sweet Home or the carrier, if additional delivery or storage charges are incurred.

Risk of Loss. The acceptance of shipments of goods by first carrier shall constitute a delivery to the Buyer. Sweet Home’s liability as to the condition of goods ceases upon making delivery of goods or products purchased to a carrier at the shipping point in good condition; the carrier is deemed to be the Buyer’s agent. This means that the Buyer is responsible for any losses or damages to goods during transit, to or from Sweet Home’s place of business, other than damages caused by Sweet Home while it maintains actual custody of Buyer’s goods. Although many carriers offer some damage protection coverage, and Sweet Home typically purchases some coverage based upon declared values, such coverage amounts may be inadequate, and in any event, the Buyer is ultimately responsible for obtaining and paying for any personal property insurance to cover risk of loss if desired. Also, should a damage claim arise, Sweet Home may assist with claims processing, but the Buyer is ultimately responsible for making and collecting on claims.

Taxes. In addition to the prices specified, the Buyer shall pay any taxes levied on the sale, delivery, storage, repair, consumption or transportation of goods sold. Buyer shall reimburse Sweet Home for all taxes, excise or other charges which Sweet Home may be required to pay to any government (national, state or local) upon the sale, production or transportation of the goods, products or services sold

Warranty. Sweet Home's Limited Express Warranty is provided on a separate Certificate provided to the Buyer with each item of Equipment.

Indemnification. Buyer agrees to indemnify and defend Sweet Home (including its subsidiaries, and related companies and its and their officers, directors, employees, agents, and consultants) from and against all losses, expenses, damages, demands, claims, suits, and other liabilities (including, without limitation, reasonable attorneys' fees) arising out of (i) any bodily injury, death, or property damage (including damage to any engine or vehicle using the biofuel) which occurs, either directly or indirectly, in connection with Buyer's possession, handling, use or misuse of the Equipment or the biofuel produced with the Equipment, and (ii) any fine or penalty for Buyer's violation of any law or regulation applicable to Buyer's possession, handling, or use of the Equipment or the biofuel produced with the Equipment.

Compliance with Law. Each party warrants and covenants that it shall do all acts necessary to comply with all federal, state, and local laws, regulations, ordinances, and codes applicable to its operations or performance under this Agreement. Buyer is responsible for identifying and complying with any applicable laws or regulations applying to the use or handling of biofuels or biofuel processing equipment.

Force Majeure. If Sweet Home is delayed in or prevented from performing any obligation hereunder due to causes or events beyond its control, including, without limitation, any act of God, fire, riot, embargo, strike, legal action, accidents, transportation delays, present or future law, or governmental order or regulation, such delay or non-performance shall be excused during the pendency of such condition and the time for performance extended or rescheduled by Sweet Home.

Proprietary Information. All of Sweet Home's confidential information and trade secrets (including, without limitation, Sweet Home's pricing and purchase terms) disclosed to or learned by Buyer shall remain the property of Sweet Home. For a period of five (5) years from the date of disclosure to Buyer (or, in the case of trade secrets, until such information no longer constitutes a trade secret), Buyer shall not disclose such proprietary information to any third party or use such information in any way other than as expressly authorized in writing by Sweet Home. Sweet Home retains all rights in and to any intellectual property disclosed to Buyer at any point in connection with the Equipment.

Dispute Resolution. Any dispute between the parties relating to this Agreement, whether or not a contract claim, shall be determined by binding and non-appealable arbitration under the rules of the American Arbitration Association. The arbitration shall

be conducted by a single arbitrator chosen by the parties, or, if the parties cannot agree upon a single arbitrator within thirty (30) days of a party giving notice to the other of a proposed choice for an arbitrator, then by a single arbitrator appointed by the Seattle, Washington office of such association. The arbitration shall be conducted through the Seattle, Washington office of such association, and shall take place at a location in Whatcom County, Washington. The arbitration costs shall be divided and borne equally by the parties.

Notices. All notices except routine service and warranty requests under this Agreement shall be in writing and shall be deemed to have been duly given and received only on the business day when personally delivered or transmitted successfully via facsimile, one (1) business day following the business day when deposited with a commercially respected overnight delivery service such as Federal Express, service fees prepaid, or three (3) business days following the day when sent by certified mail, return receipt requested, postage prepaid, to the intended recipient at the address or facsimile in the Sales Agreement.

General Provisions. No waiver by either party of any term of this Agreement shall affect such party's rights to enforce such term in a subsequent instance. No waiver shall be binding upon a party unless confirmed in writing by that party. This Agreement may not be modified or amended other than in writing executed by both parties. This Agreement is severable, in that the invalidity of any term herein will not affect the enforceability of the remaining portions of this Agreement. This Agreement shall be governed by Washington law, excluding conflict of laws principles. The headings contained in this Agreement are for the convenience of the parties only and shall not be interpreted to affect in any way the language contained herein. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that either party may assign this Agreement to a parent, subsidiary, or other affiliated party without the consent of the other party. Sweet Home shall have the right to sublicense any of its responsibilities hereunder. Unless otherwise agreed in advance in writing by Sweet Home, Buyer shall remain liable for all assigned obligations in case of any failure of performance thereof on the part of any assignee of Buyer. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Name

Date