

RAZORBACK MINING ACKNOWLEDGEMENT AGREEMENT

If credit is extended to Vendee, then bills received in Vendee's office will be paid by no later than 20 days from the date of invoice. A finance charge of 1.5% per month, which is an Annual Percentage Rate of 18%, will be added to all past due accounts. If legal action is necessary to collect this debt, purchaser agrees to all costs of collections including reasonable attorney's fees and waives the right of exemption as to the property laws of the State of Florida. Clerical errors are subject to correction.

Vendee hereby acknowledges and agrees that: (i) It is Vendee's responsibility to comply with all applicable federal, state, and local weight restrictions for Vendee's specific vehicle, as determined by its gross vehicle weight rating (GVWR), axle configuration, permit status, and any other applicable laws and regulations. Vendee is solely responsible for knowing Vendee's vehicle's GVWR and weight limits. (ii) The Vendee is solely responsible for ensuring that the total weight of the loaded vehicle, including the dirt and any other materials, does not exceed the vehicle's rated capacity or any legal or regulatory weight limits. (iii) Vendor makes no representations or warranties regarding the suitability of the Vendee's vehicle for transporting the loaded dirt and expressly disclaims any liability for damages, fines, penalties, or injuries resulting from overloading or exceeding weight limits. (iv) The Vendee assumes all risks and liabilities associated with the loading, transport, and use of the dirt, including but not limited to, vehicle damage, road violations, and personal injury. (v) The Vendee has been given the opportunity to ask questions and obtain information regarding weight limits and vehicle capacities prior to loading.

Vendor hereby expressly disclaims any and all warranties, representations, or guarantees, whether express or implied, regarding the suitability, fitness for a particular purpose, merchantability, or quality of the dirt (soil) being sold, delivered, or otherwise provided to the Vendee in the State of Florida.

Vendee acknowledges and agrees that:

1. The dirt is being provided "AS IS," with all faults, defects, and conditions, whether known or unknown.
2. Vendor makes no representations or warranties as to the composition, contamination, compaction, drainage, fertility, or any other physical, chemical, or biological characteristics of the dirt.
3. Vendor specifically disclaims any implied warranties of merchantability and fitness for a particular purpose with respect to the dirt.
4. Vendee has been given the opportunity to inspect, test, or otherwise evaluate the dirt prior to purchase and assumes all risks associated with its use.
5. Vendor shall not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to, damages arising from the use, placement, or disposal of the dirt.

Vendee acknowledges that it is their sole responsibility to determine the suitability and acceptability of the dirt for their intended use and to comply with all applicable federal, state, and local laws, regulations, and ordinances.