



CREDIT TERMS AND CONDITIONS

(Addendum B)

Terms are NET 30 DAYS.

Terms of payment on accepted open accounts is Net 30 days from the date of invoice. In the event that it becomes necessary for Soaring Helmet Corporation to file suit to enforce payment of past due amounts, such suit shall be brought in the appropriate court for the area where the transaction occurred. Soaring Helmet Corporation shall be entitled to collection fees, actual attorneys' fees, court costs and interest as provided by applicable state laws. All purchases are deemed and payment is due at the principal place of business of Soaring Helmet Corporation.

Finance Charge 1.5% per Month.

A charge equal to 1.5% per month shall be charged on any unpaid balance after 30 days from the date of invoice. Any invoice with an unpaid balance more than 45 days after the date of invoice will result in the loss of open account terms.

Accurate Information

Financial statements, credit information, and other information supplied by the Debtor or by others on behalf of the Debtor are part of this agreement. Any false or misleading information constitutes a fraudulent misrepresentation.

Acceptance and Terms

The acceptance of any individual order and the terms of payment on all sales and orders are subject to approval by the credit department of Soaring Helmet Corporation.

Security Agreement

The Buyer grants to and Soaring Helmet Corporation retains a security interest, pursuant to applicable Uniform Commercial Code, in the materials, and in all additions and accessions hereto. The title to all said materials shall not pass to the Buyer until all sums invoiced are fully paid. Buyer assumes all risk of loss or damage to said materials. All parties agree that this document constitutes a security agreement. This security agreement covers all materials which Buyer now and hereafter may acquire from Soaring Helmet Corporation.

Conditions Cover ALL orders

All sales are made pursuant to these conditions and all orders are received with the understanding that they are placed under these conditions.

Other Conditions

VEGA Name and Logo

Soaring Helmet Corporation requires express written permission prior to using the VEGA name, trademark, images, model names or numbers in any media including but not limited to, newspaper, magazine, internet, TV, and radio. Soaring Helmet Corporation reserves the right to revoke the purchasing privileges of any Buyer failing to observe this requirement.

Retail Price

Buyer agrees to sell VEGA products at not less than the Suggested Retail Price.

Important Dealer Information

Additional policies are detailed in the Important Dealer Information that accompanies this Dealer account application. All sales are made pursuant to these policies and all orders are received with the understanding that they are placed under these conditions. Updates to Important Dealer Information may be made and will be provided to all dealers as part of the confidential Dealer Price List.

