

**SALE OF MATERIALS BY EXOTECH, INC.**

**TERMS AND CONDITIONS**

- 1. CONTRACT:** These Terms and Conditions (T&Cs) shall apply to the Contract to sell materials between Exotech, Inc. (Exotech) and the "Party" with which Exotech shall engage in business. T&Cs herein as outlined by Exotech shall be binding unless otherwise expressly communicated by Exotech in writing via email or written notification. Additional or conflicting terms with these T&Cs by the Party shall not prevail over these T&Cs. Exotech constitutes the final and complete agreement of the parties and may not be modified or rescinded except by express written authorization by Exotech.
- 2. PRICE:** Prices set forth in the Contract are complete and no additional charge or charge back, of any type shall be added without Exotech's prior express written acceptance, including charges for shipping, packaging, duties, taxes, storage, insurance or changes in weight or quality.
- 3. PURCHASE ORDER:** Any sale to a customer shall not be considered accepted by Exotech unless all Contract terms, conditions, and specifications have been accepted by Exotech in writing via email or written notification.
- 4. CHANGES/TERMINATION:** The Contract cannot be modified or canceled without Exotech's express written consent.
- 5. TAXES:** Any applicable federal, state, local or foreign taxes are the buyer's responsibility unless otherwise specified in the Contract. Exotech shall not be responsible for any other taxes related to the Contract unless required by law and included in the contract.
- 6. SHIPMENT/FORCE MAJEURE:** Materials shall be shipped by Exotech in accordance with the Contract. All delivery dates are approximate and Exotech shall not be responsible for any prohibition, failure, interruption, or delay that may be caused by circumstances beyond control of Exotech. This includes Force Majeure or events outside Exotech's control such as fire, explosion, riot, flood, war, terrorism, government action or orders, accident, pandemic response, or labor issues. Any claims upon receipt shall be made in a timely and good faith manner to Exotech.
- 7. PAYMENT:** The Party shall submit prompt payment in accordance with the terms of the Contract as set forth by Exotech. Exotech shall have the right to delay any future orders, or hold any materials from shipment until all outstanding debts are satisfied.
- 8. INDEMNIFICATION:** The Party shall hold harmless and shall indemnify Exotech for any loss, cost, damage, injury, claim, expense, or legal fees related to the Contract. This includes Exotech's officers, employees, agents, and representatives against all liabilities, expenses, suits, claims, actions, demands, judgments, settlements, costs, losses, fines, and penalties related to the Contract.
- 9. INSURANCE:** The Contract shall clearly state whether the Party or Exotech is responsible to procure and maintain all insurances to the extent required to cover the value of the shipment and freight.
- 10. CONFIDENTIALITY:** The Party shall not make use of Exotech's information that is not generally available to the public for purposes other than for fulfillment of the Contract. This shall include any information that predates or information obtained in order to secure the Contract. This cannot be waived without Exotech's express written consent.
- 11. TITLE:** Title of material passes upon receipt by Exotech of the Contract payment. Risk of loss or damage passes from Exotech to the Party upon delivery of the materials per agreed incoterms. Forfeiture of title by the Party or transfer of title back to Exotech, may be applicable should a party fail to make payment in full to Exotech according to Contract terms and payment dates.
- 12. ASSIGNMENT:** The Party to the Contract shall not assign the Contract or its terms to a third party without Exotech's express written authorization.

**13. CONSIGNMENT:** Consignment materials shall be held, used or distributed in accordance to the Contract terms. Consignment terms cannot be changed and unused materials cannot be returned without Exotech's express written authorization.

**14. WAIVER:** Failure by the Party to perform terms of the Contract shall not be deemed a waiver of remedies for Exotech.

**15. RIGHT TO ACCESS:** In the case of a dispute or for review of Consignment material, upon reasonable notice by Exotech, the Party shall provide access to materials related to the Contract. Access shall be granted during normal business hours and conducted at a mutually agreeable date and time.

**16. INTELLECTUAL PROPERTY:** Nothing herein shall be construed to grant the Party a right or license to use or infringe on any of Exotech's intellectual property including patents, trademarks, names, trade secrets, or copyrights.

**17. NO VIOLATION OF LAWS:** The Party agrees to comply with all federal, state, local or foreign laws, regulations, ordinances and codes of any governmental authority having jurisdiction.

**18. SAFETY:** Subsequent to the Party taking possession of the material in the contract, the Party shall provide all safeguards and precautions, and will ensure compliance with all requirements concerning safety in connection with terms of the Contract. This includes preventing the occurrence of any accident, injury, death, loss, or damage to persons or property. The Party to the Contract with Exotech shall be solely responsible for any such occurrences.

**19. HAZARDOUS MATERIALS:** Exotech will act in good faith to comply with all applicable federal, state, local, or foreign laws or regulations in transferring Hazardous Materials. If the use the material sold under this contract subsequently generates Hazardous by-products, the Party shall have full responsibility for the disposition of such by-products. The Party shall also be fully responsible for any costs associated with materials determined to be associated with the Superfund program as designated by the Environmental Protection Agency.

**20. CONFLICT MATERIALS:** Exotech will act in good faith, having done due diligence, to comply with regulations relating to Conflict Materials defined by s.1502 of Dodd-Frank Wall Street Reform & Consumer Protection Act (2010) and U.S. Securities & Exchange Commission.

**21. SANCTIONED COUNTRIES:** Exotech will act in good faith to comply with applicable federal laws, regulations, and orders governing materials received from Sanctioned Countries. The Party certifies that materials sold and received under this contract are not subsequently sold to a Sanctioned Country contrary to federal law.

**22. FOREIGN CORRUPT PRACTICES ACT:** Exotech's Foreign Corrupt Practices Act policy addresses the legal and compliance obligations set forth in the Act.

**23. APPLICABLE LAW:** These T&Cs and the Contract shall be governed by the laws of the United States and the State of Florida without application of conflicts of law principles. Any claim or dispute arising from the Contract shall be brought in federal or state court in Florida unless otherwise directed by law.