

PURCHASE OF MATERIALS BY EXOTECH, INC.

TERMS AND CONDITIONS

- 1. CONTRACT:** These Terms and Conditions (T&Cs) shall apply to a Contract to purchase materials between Exotech, Inc. (Exotech) and the "Party" with which Exotech shall engage in business. The contract and the 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. The contract by Exotech constitutes the final and complete agreement of the parties and may not be modified or rescinded except by express written authorization by Exotech.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. SETTLEMENT:** After Exotech has received materials, and the quality and the weights have been verified, final Settlement shall be sent to the Party. Exotech thereafter shall make every effort to receive approval from the Party to final Settlement. In the event no response is received within ten (10) business days, Exotech shall proceed with payment according to Contract terms at which time title of material transfers to Exotech.
- 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 to be included 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. DELIVERY/INSPECTIONS:** All deliveries to Exotech shall be sent in accordance with the Contract. The Party shall package, weigh and ship materials in good faith to ensure integrity of materials. Shipments shall be delivered by a date and time agreed upon in the Contract. Exotech shall not be responsible for or take title of materials before inspection in a reasonable time after delivery. Exotech shall have reasonable opportunity to reject materials if they fail to conform to terms of the Contract. The Party shall be responsible for return shipping costs for rejected materials.
- 7. PAYMENT:** The Party shall submit prompt invoices in order to receive payment by Exotech in timely fashion per contract terms or as modified by the Settlement.
- 8. WARRANTIES:** The Party to the Contract shall in good faith ensure that materials conform to the description and specifications contained in the Contract. The materials shall also be free from defects and damage outside the scope of the contract. If any materials fail to conform to the Contract, the Party shall in good faith replace or compensate for the materials in question.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. TITLE:** Title shall pass upon receipt, inspection and acceptance of materials by Exotech according to the Contract. Until Title passes, Exotech or the Party shall hold materials on each other's behalf. Materials received by Exotech shall be free and clear from all liens or encumbrances unless otherwise noted in the Contract.

13. ASSIGNMENT: The party to the Contract shall not assign any terms of the Contract without Exotech's express written consent.

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

15. 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.

16. 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.

17. SAFETY: The Party shall provide all safeguards and precautions, and ensure compliance with all requirements concerning safety in connection with terms of the Contract. The Party agrees to take all necessary measures to prevent 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 related to performance of Contract.

18. HAZARDOUS MATERIALS: If any materials related to the Contract are Hazardous Materials, the Party shall comply with all applicable federal, state, local, or foreign laws or regulations in transferring materials. At no time shall the Party ship any Hazardous Materials that Exotech has not provided express written authorization to receive. This includes any materials that have potential to cause harm to humans or environment. At no time will any radioactive materials be received by Exotech. The Party assumes responsibility even if that Party did not have knowledge that the materials were hazardous or radioactive. Furthermore, the Party will have the sole responsibility to arrange for and pay for the safe and legal return of such hazardous or radioactive materials in a timely basis. 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.

19. CONFLICT MATERIALS: The Party supplying materials to Exotech agrees to be in compliance with regulations relating to conflict materials as defined by s.1502 of Dodd-Frank Wall Street Reform & Consumer Protection Act (2010) U.S. Securities & Exchange Commission. This includes sources unknown to the Party after due inquiry, to directly or indirectly finance or benefit armed groups or those engaged in conflict including in the Democratic Republic of Congo or any adjoining country. The Party will have the sole responsibility to arrange for and pay for the legal return of such Conflict Materials in a timely basis, even if the Party had no knowledge that the materials were Conflict Materials.

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

21. SANCTIONED COUNTRIES: The Party supplying materials to Exotech shall be in compliance with applicable federal laws, regulations, and orders governing materials received from Sanctioned Countries.

22. APPLICABLE LAW: These T&Cs and the related 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.