

GENERAL PURCHASES OF GOODS, EQUIPMENT AND/OR SERVICES BY EXOTECH, INC.

TERMS AND CONDITIONS

- 1. CONTRACT:** These Terms and Conditions (T&Cs) shall apply to a Contract to purchase goods, services or equipment 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. The Contract by Exotech constitutes the final and complete agreement of the parties and may not be modified or rescinded except by express written authorization by Exotech.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:** Goods, equipment and/or services, including their prices as set forth in the Contract, are fully listed and disclosed. No additional charge, charge back, or substitution of items ordered shall be changed without Exotech's prior express written acceptance. This refers to, but is not limited to, charges for shipping, packaging, duties, taxes, storage, or insurance.
- 3. SETTLEMENT AND TITLE:** After Exotech has received and verified the functionality of the goods, equipment and/or services, payment will be made according to Contract terms at which time title shall transfer to Exotech. Warranty terms shall still apply after transfer of title.
- 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 and ship goods or equipment in good faith to ensure integrity of the shipment. Shipments shall be delivered by the carrier, date and time agreed upon in the Contract. Exotech shall not be responsible for the goods or equipment, if upon receipt and inspection, they are deemed damaged. This inspection will be done in a reasonable time after delivery. Exotech shall have the opportunity to reject damaged goods or equipment or if they fail to conform to terms of the Contract. The Party shall be responsible for return shipping costs for rejected goods or equipment.
- 7. PAYMENT:** The Party must submit an invoice(s) in order to receive payment by Exotech per Contract terms.
- 8. WARRANTIES:** The Party to the Contract shall in good faith ensure that goods, equipment and/or services conform to the description and specifications contained in the Contract and Warranty. The goods or equipment must also be free from defects and damage. If any of the goods or equipment fail to conform to the description and specifications, or the services are not performed, per the Contract and Warranty, the Party shall in good faith repair, replace, or compensate for the goods, equipment or services 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.
- 10. INSURANCE:** The Contract shall clearly state that the Party is responsible to procure and maintain all insurances to the extent required to cover the value of the shipment, freight, product and liability.
- 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. ASSIGNMENT:** The party to the Contract shall not assign the Contract or its terms without Exotech's express written consent.

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

14. 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.

15. 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.

16. SAFETY: The party shall provide all safeguards and precautions, and ensure compliance with all requirements concerning the safety in connection with the goods and equipment covered by this Contract. The party agrees to take all necessary measures to prevent the occurrence of any accidents, 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 the performance of the Contract.

17. HAZARDOUS MATERIALS: If any of the goods or equipment covered by the Contract involve Hazardous Materials, the Party shall comply with all applicable federal, state, local or foreign laws or regulations in transferring goods or equipment. At no time shall the Party ship any Hazardous Materials that Exotech has not provided express written authorization to receive. This includes any goods or equipment that have potential to cause harm to humans or the environment. At no time shall any radioactive materials be received by Exotech unless clearly noted in the Contract. The Party assumes responsibility to arrange for and pay for the safe and legal return of such hazardous or radioactive materials in a timely basis.

18. SANCTIONED COUNTRIES: The Party supplying goods or equipment to Exotech shall be in compliance with applicable federal laws, regulations, and orders governing the goods, equipment or materials there in, received from the Sanctioned Countries.

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

20. 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 of Florida unless otherwise directed by law.