

# TEKNIK TRADING, LLC

## GENERAL TERMS AND CONDITIONS OF SALE

The items described in this document and other documents and descriptions provided by Teknik Trading, LLC, its subsidiaries and its authorized distributors ("Seller") are hereby offered for sale at prices to be established by Seller. All sales, purchase orders, quotations and invoices accepted by any customer ("Buyer") shall be governed by all the following Terms and Conditions. Buyer's order for any item described in its document, when communicated to Seller verbally, or in writing, shall constitute acceptance of this offer. All goods described will be referred to as "Products".

**1. Terms and Conditions.** Seller's willingness to offer Products, or accept an order for Products, to or from Buyer is expressly conditioned on Buyer's assent to these Terms and Conditions. Seller objects to any contrary or additional term or condition of Buyer's order or any other document issued by Buyer unless specifically agreed to by Seller in writing.

**2. Price Adjustments; Payments.** Prices stated on the quotation or on the reverse side or preceding pages of this document are valid for 30 days. After 30 days, Seller may change prices at its discretion or to reflect any increase in its costs resulting from state, federal or local legislation, price increases from suppliers and/or manufacturers, or any change in the rate, charge, or classification of any carrier. The prices stated on the reverse or preceding pages of this document do not include any sales, use, or other taxes unless so stated specifically. All prices are F.O.B. Seller's facility, and, except as otherwise specified by Seller in the quotation for the Product, payment is due 30 days from the date of invoice. After 30 days, Buyer shall pay interest on any unpaid invoices at the rate of 1.5% per month or the maximum allowable rate under applicable law, whichever is greater.

**3. Delivery Dates; Title and Risk; Shipment.** All delivery dates are approximate and Seller shall not be responsible for any damages resulting from any delays outside the reasonable control of Seller. Regardless of the manner of shipment, title to any products and risk of loss or damage shall pass to Buyer upon tender to the carrier at Seller's facility. No deferral of shipment at Buyer's request beyond the respective dates indicated will be made except on terms that will indemnify, defend and hold Seller harmless against all loss and additional expense. Buyer shall be responsible for any additional shipping charges incurred by Seller due to Buyer's changes in product specifications or as otherwise provided for herein.

**4. Warranty.** Buyer acknowledges that Buyer was solely responsible for selection of the supplier for any Products. Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller. However, Seller agrees to assign to Buyer hereunder any warranty rights in such Products that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier, and as otherwise permitted by law. Seller will have no obligation to any Buyer or to any third party unless otherwise agreed in writing by Seller. Seller warrant (and gives no other warranty of any nature) to the Buyer only that the Products will conform to Buyer's descriptions and quantities as specified in the purchase order. **DISCLAIMER OF WARRANTY: EXCEPT AS EXPLICITLY STATED AND TO THE EXTENT ALLOWED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS.**

**5. Claims; Commencement of Actions.** Buyer shall promptly inspect all Products for damages to the Products as caused by Seller and/or for shortages from the quantities and types specified by Buyer in its respective purchase order to Seller and shall immediately inform Seller of such shortages and/or damages upon delivery. Except as explicitly stated, no other claims against Seller shall be allowed. Any action based upon breach of this agreement or upon any other claim arising out of this sale (other than an action by Seller for any amount due to Seller from Buyer) must be commenced within 6 months from the date of tender of delivery by Seller.

**6. LIMITATION OF LIABILITY.** UPON PROPER NOTIFICATION, SELLER WILL, AT ITS OPTION, REPAIR OR REPLACE A DEFECTIVE PRODUCT, OR REFUND THE PURCHASE PRICE. **IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR AS THE RESULT OF, THE SALE, DELIVERY, NON-DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCTS OR ANY PART THEREOF, OR FOR ANY CHARGES OR EXPENSES OF ANY NATURE INCURRED WITHOUT SELLER'S WRITTEN CONSENT, EVEN IF SELLER HAS BEEN NEGLIGENT, WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY. IN NO EVENT SHALL SELLER'S LIABILITY UNDER ANY CLAIM MADE BY BUYER EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCTS GIVING RISE TO SUCH LIABILITY.**

**7. Contingencies.** Seller shall not be liable for any default or delay in performance if caused by circumstances beyond the reasonable control of Seller.

**8. Buyer Responsibility.** The Buyer, through its own analysis, is solely responsible for making the final selection of the Products and its respective manufacturer and assuring that all performance, endurance, maintenance, safety and warning requirements of the Products are met. The Buyer must analyze all aspects of the Products and follow applicable industry standards and Product information.

**9. Buyer's Obligation; Rights of Seller.** To secure payment of all sums due or otherwise, Seller shall retain a security interest in the goods delivered and this agreement shall be deemed a Security Agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect its security interest. Seller shall have a security interest in, and lien upon, any property of Buyer in Seller's possession as security for the payment of any amounts owed to Seller by Buyer.

**10. Improper use and Indemnity.** Buyer shall indemnify, defend, and hold Seller harmless from any claim, liability, damages, lawsuits, and costs (including attorney fees), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (a) improper selection, improper application or other misuse of Products purchased by Buyer from Seller; (b) any act or omission, negligent or otherwise, of Buyer; or (c) Buyer's failure to comply with these terms and conditions. Seller shall not indemnify Buyer under any circumstance except as otherwise provided herein.

**11. Cancellations and Changes.** Orders shall not be subject to cancellation or change by Buyer for any reason, except with Seller's written consent and upon terms that will indemnify, defend and hold Seller harmless against all direct, incidental and consequential loss or damage.

**12. Entire Agreement; Assignment.** This agreement contains the entire understanding between Buyer and Seller and constitutes the final, complete and exclusive expression of the terms of this agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to the subject matter are herein merged. Buyer may not assign its rights or obligations under this agreement, in whole or in part, without the prior written consent of Seller.

**13. Waiver and Severability.** Failure to enforce any provision of this agreement will not waive that provision nor will any such failure prejudice Seller's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.

**14. Termination.** This agreement may be terminated by Seller for any reason and at any time by giving Buyer 15 days written notice of termination. In addition, upon notice, Seller may immediately terminate this agreement for the following: (a) Buyer commits a breach of any provision of this agreement (b) the appointment of a trustee, receiver or custodian for all or any part of Buyer's property (c) the filing of a petition for relief in bankruptcy by Buyer on its own behalf or by a third party (d) an assignment for the benefit of creditors of Buyer, or (e) the dissolution or liquidation of Buyer.

**15. Governing Law.** This agreement and the sale and delivery of all Products hereunder shall be deemed to have taken place in and shall be governed and construed in accordance with the laws of the State of Florida, as applicable to contracts executed and wholly performed therein and without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Miami-Dade County, Florida with respect to any dispute, controversy or claim arising out of or relating to this agreement. Disputes between the parties shall not be settled by arbitration unless, after a dispute has arisen, both parties expressly agree in writing to arbitrate the dispute.

**16. Intellectual Property Rights.** Products designed by Seller for an application are and shall remain proprietary to Seller and all designs and performance characteristics thereof shall be kept strictly confidential by Buyer.

**18. Taxes.** Unless otherwise indicated, all prices and charges are exclusive of excise, sales, use, property, occupational or like taxes which may be imposed by any taxing authority upon the manufacture, sale or delivery of Products.