

JSI GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS

1. Definitions

- a. In these Conditions the following words shall have the following meanings:
- b. "Buyer" means the entity, organization or person who buys the Goods
- c. "Goods" means the articles to be supplied to the Buyer by the Seller;
- d. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- e. "Seller" means JETechnology Solutions, Inc dba JSI Engineering (2152 Sprint Blvd. Apopka, FL 32703).

2. General provisions

- 2.1. These Terms constitute a binding contract between Seller and Buyer. Buyer acknowledges agreement and acceptance of these Terms by making a placing and order via phone or purchase order.
- 2.2. These Terms and Conditions shall apply to all sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Buyer, unless the Buyer and the Seller have signed a written agreement which specifically modifies, supersedes and/or replaces these terms and conditions.
- 2.3. Acceptance of all purchase orders shall be in writing and is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.
- 2.4. To the extent not printed on invoices, these Terms and Conditions are the only ones upon which the Seller conducts business.
- 2.5. Any variation to these Terms and Conditions (including any special terms and conditions agreed by the Parties) shall be inapplicable unless agreed in writing by the Seller and signed by an authorized company officer.

3. Price and payment terms

3.1. Purchase Price

The prices for Goods shall be those set forth in the Seller's price list(s), less any negotiated discounts otherwise agreed in writing between the parties.

3.2. Price Changes

The Seller reserves the right, in its sole discretion, to change prices or discounts applicable to the Products. The Seller shall give written notice to the Buyer of any price change at least thirty [30] days prior to the effective date thereof. The price in effect as of the date of the Buyer's receipt of notice of such price change shall remain applicable to all orders received by the Seller prior to that effective date.

3.3. Payment and Credit

3.3.1. The offer of credit to the Buyer will be at the sole discretion of the Seller.

3.3.2. For custom made products, payment in advance is required.

3.3.3. Where credit is offered, payments of the price and any other applicable costs shall be due within fifteen (15) days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing.

3.3.4. In cases where credit is not offered, payment will be required before the shipment of any goods by the Seller.

3.3.5. The methods of payment accepted are those listed on the invoices.

3.4. Late payments

3.4.1. All unpaid invoices shall bear interest at an amount equal to five percent (5%) of the outstanding balance per month, commencing upon the date payment is due.

3.4.2. If payment of the price or any part thereof is not made by the due date, the Seller reserves the right to reject or suspend orders, without incurring liability of any kind to the Buyer for non-delivery or any delay in delivery. The Seller shall also be entitled to require payment in advance of delivery in relation to any Goods not previously delivered;

4. Changes and Cancellation of Orders

- 4.1. All requests regarding modification or cancellation of orders shall be made by the Buyer in writing and if not initially in writing, shall be confirmed in writing. No such modification or cancellation will become effective without the written consent of an authorized representative of the Seller. Such consent will be at the Seller's sole discretion
- 4.2. If the Buyer cancels an order, which has been accepted by the Seller, the Buyer shall reimburse the Seller for any cost incident to such order incurred by the Seller prior to the time it was informed of the cancellation, including changes to price, surcharges and cancellations charges, as deemed appropriate by the Seller.
- 4.3. If the Seller imports in the United States – upon Buyer's specific demand – any particular Products that normally the Seller does not import, the Buyer is obliged to purchase and collect/retrieve such ordered quantities of products at any status the relevant order(s) might be (production, transit, stocked in Seller's warehouse or on delivery). Such Products shall be delivered and paid for on the terms and conditions agreed between the Parties.

5. Description of Goods

- 5.1. Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For avoidance of doubt, the Buyer hereby acknowledges that there was no reliance on any depiction, description or portrayal when entering into a purchase agreement with the Seller for the Goods.
- 5.2. The Seller reserves the right to make technical or production related changes to the pictures, drawings, weights and dimensions stated in its brochures and offers, provided that the Goods to be delivered are not thereby significantly altered and the change is reasonable to the Buyer.

6. Delivery

- 6.1. Unless otherwise agreed, all deliveries of the Goods sold by the Seller to the Buyer pursuant to these Conditions shall be made FBO Origin Seller's premises: 2152 Sprint Blvd. Apopka, FL 32703, when the order is placed and this even when agreed that the Seller will take care, in whole or in part, of the shipment. It is expressly agreed that delivery will therefore occur at all effect at the above-mentioned Seller's premises when the Goods are placed at the disposal of the Buyer.

- 6.2. Any damages, shortages over deliveries and duplicated orders should be reported to the Seller within eight (5) days of signed receipt to enable correction, pursuant to the provisions of Section 8 hereunder.
- 6.3. Time for delivery indicated in the confirmation of the order or otherwise accepted by the Seller shall not be of essence of the Contract unless stated in writing by both parties. Any dates quoted for delivery of the Goods are approximate only and shall not bind the Seller. Therefore, the seller will be obliged to fulfill within a time which, although not accordant with the term, is considered according to rules of fairness and good faith and respecting the objective expectations of performance that the parties have reached concluding the contract.
- 6.4. The Seller shall also not be liable for delay in delivery if the Buyer fails to fulfill all the preliminary conditions required by the Seller and which are necessary to the execution of the Contract, including –but not limited to-: consignment of all technical documents or drawings, getting the authorizations by the competent authorities, performing the necessary formalities to grant the exact payment of the price, giving incidental bank or credit guarantee, leaving a sum as a deposit etc.
- 6.5. If the delay persists for a time that the Seller in its own discretion considers unreasonable, it may, without, liability, terminate the order.

7. Risk

- 7.1. The risk of loss of the Goods, regardless of the nature of the cause, shall be incurred by the Buyer.
- 7.2. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

8. Inspection, Acceptance, Claims

- 8.1. Promptly upon the receipt of a shipment of Goods, the Buyer shall examine the shipment to determine whether any item or items included in the shipment are in short supply, defective or damaged. Within five(5) days of receipt of the shipment, the Buyer shall notify the Seller in writing, via e-mail to design@jsiengineering.com, of any claim such as shortages, defects or damage on account of condition and quality of the Goods.

- 8.2. The Buyer shall specify the basis of the claim in detail. The Buyer shall preserve the label indicating lot and box number and shall include such detail in the claim.
- 8.3. Failure of the Buyer to comply with these conditions will constitute irrevocable acceptance of the Goods.
- 8.4. Within thirty (30) days after the receipt of such notice, the Seller will investigate the claim of shortages, defects or damage, inform the Buyer of its findings, and upon acceptance of a claim the Seller will pay shipping expenses for the return of the damaged or non-conforming Goods.

9. Return of unused Goods

- 9.1. All Goods are sold on a non-return basis.

10. Technical standards and liability and terms of guaranty

- 10.1. In the event that, in the State of destination of the Goods, are in force particular regulations and obligations regarding the conformity requirements of the Goods themselves, the Buyer shall provide all the relative information in advance and in writing to the Seller, so that the latter can proceed promptly with the correct preparation and shipment of the order.
- 10.2. Seller guarantees the performance of the Goods of its manufacture only and exclusively when the Goods are used in suitable environment and for suitable applications in compliance with technical specification forwarded by the Seller.
- 10.3. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OF ANY KIND, AND SELLER DISCLAIMS ALL OTHER WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitations of liability

UNLESS UNDER GARANTIES GRANTED IN SECTION 8 OR IN CASES OF WILLFULL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE ON THE SELLER'S PART, BUYER SHALL NOT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OR REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF BUYERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHERIN CONTRACT, TORT, WARRANTY, OR OTHERWISE.

12. Intellectual property rights

The Buyer specifically acknowledges that gains no rights to any intellectual property held by the Seller and those rights that may arise as a result of the sale and purchase of the Goods, so far as not already vested in the Seller, shall become the absolute property of the Seller. The Buyer is not authorized, licensed or permitted to alter any trademarks, trade dress or copyright contained on the purchased Goods either by it or through making agreements with third parties. 11.2. When goods are produced according to the Buyer's specifications, the Buyer must ensure that no intellectual property rights or other rights of third parties are infringed. The Buyer shall indemnify the Seller and hold it harmless against any third party rights arising out of such infringements to the extent the Buyer is answerable therefore.

13. Force majeure

The Seller shall not be liable for any delay or failure to perform its obligations –even if the time of delivery is of the essence of the Contract- due to any cause beyond its reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's control, such as: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions and measures of any kind on the part of any governmental, parliamentary or local or foreign authority; import or export regulations or embargoes; strikes, lock-outs, or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party); difficulties in obtaining raw materials, labor, fuel, parts of machinery; power failure or breakdown in machinery; acts or omissions of the Buyer; any other event beyond the Seller's reasonable control.

14. Relationship of the Parties

Nothing in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to authorize or appoint either party as the agent of the other.

15. Assignment

Neither Party shall assign its rights and/or obligations under these Terms and Conditions, without the prior written consent of the other Party hereto.

16. Waiver

The failure by either party to enforce for any time or any period of time any, all or certain of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce and require compliance with the Terms and Conditions.

17. Confidentiality

17.1. The Buyer and the Seller both acknowledge that, as a result of the Sale of Goods, each Party may be provided with and obtain access to confidential information belonging to the other Party.

17.2. Any Confidential Information shall be kept strictly secret and confidential and the Parties shall undertake the following obligations with respect thereto: (a) to use the Confidential Information only for the purposes of fulfilling their obligations under the Sales Agreement; (b) not to disclose the Confidential Information or to make it available to others without the prior written permission of the other party and (c) to limit dissemination of the Confidential Information only to those of the parties' employees who have a need to know the Confidential Information in order that the parties may perform their obligations under the Sales Agreement. 19.3. For purposes of the Sale of the Goods, the term "Confidential Information" shall mean and refer to all reports, drawings, documents, technical, scientific and commercial data and any other information marked "confidential" related to negotiations, to the Sale and to the Goods supplied by one party to the other.

18. Attorney's fees

Upon the occurrence of any breach of these terms and conditions by the Buyer, or if an invoice is not paid by the Buyer when due, or when it is necessary to enforce or defend these Terms and Conditions, the Buyer agrees to pay all costs of the collection, replevin, enforcement or defense, including without limitation attorney's fees, whether incurred in or out of court, in one or more actions or proceedings, on appeal, in arbitration, in Bankruptcy Court, or in any insolvency proceedings or otherwise.

19. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

20. Governing law and jurisdiction

20.1. Enforcement and interpretation of the provisions hereof shall be governed by and construed in accordance with the laws of the State of Florida, without resort to its conflict of law rules.

20.2. The Parties shall make reasonable efforts to settle in an amicable way through good faith discussions any dispute that might arise between or among them in connection with the Sale or the present Terms and Conditions.

20.3. If an amicable resolution cannot be reached within a reasonable period of time, which in any case cannot exceed ninety (90) days, all disputes, differences, controversies or claims arising in connection with, or questions occurring under, this present Agreement, the Goods or any dealings between the Buyer and the Seller, shall be subject to the exclusive jurisdiction of the courts in Orange County, Florida.

21. Waiver of jury trial

THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, THE GOODS, OR ANY DEALINGS BETWEEN THE PARTIES, ARISING FROM OR RELATED TO ANY OF THE FOREGOING.

22. Headings

The headings in these Terms and Conditions are included for convenience of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of the provisions herein.

23. Notices

All notices, requests, consents, approvals, waivers and other communications hereunder shall be deemed to have been duly given and made if in writing, in English or Italian, and (i) if served by personal delivery upon the party for whom it is intended, (ii) if delivered by registered or certified mail, return receipt requested, or by a courier service, or (iii) if sent by e-mail or fac-simile to the address set forth below, or such other address as may be designated in writing hereafter, in the same manner and shall be effective upon receipt: