



AEGIS COMPONENTS INC. STANDARD TERMS & CONDITIONS OF SALE

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY AEGIS COMPONENTS INC., A NEVADA CORPORATION (HEREAFTER REFERRED TO AS "SELLER") REFLECTED ON THE CORRESPONDING AEGIS INVOICE (REFERRED TO HEREAFTER AS THE "INVOICE"), ARE SUBJECT TO THESE TERMS AND CONDITIONS (REFERRED TO HEREAFTER AS THE "AGREEMENT"), WHICH SUPERCEDES ANY PRECEDING AGREEMENT, TERMS OR CONDITIONS TO THE EXTENT IT CONFLICTS WITH THE TERMS AND CONDITIONS HEREIN, WHETHER ARISING FROM A PRECEDING PURCHASE ORDER, INVOICE, DOCUMENT, OR OTHER COMMUNICATION (COLLECTIVELY REFERENCED HEREAFTER AS AN "ORDER").

1. ACCEPTANCE AND CANCELLATION: Any contract for the sale and purchase of goods made between you (referred to hereafter as "Buyer") and Seller may be cancelled by the Buyer upon the advance written consent of the Seller (which consent Seller may withhold or condition in its sole discretion). As a condition to receiving the Seller's written consent for cancellation of an order, the Buyer shall pay all reasonable cancellation and restock charges incurred by the Seller; such charges shall be non-cancelable and non-refundable once they have been paid by Buyer. Acceptance of the Products by the Buyer or payment of the Invoice constitutes acceptance by the Buyer to the terms and conditions herein.

2. DELIVERY: Seller shall deliver the Products in final packaged form as per an accepted purchase order to the carrier selected by Buyer, at Seller's place of shipment, as agreed in advance by Seller and Buyer. Buyer shall be responsible for all freight and any custom charges, which if paid by Seller, shall be reimbursed by Buyer within ten (10) days of delivery of the relevant supporting documentation to Buyer. Title to each of the Products sold hereunder shall transfer to Buyer when the Products are delivered to the carrier designated by Buyer at Seller's designated place of shipment, and Buyer shall then bear all risk of loss with respect to loading and shipping the Products. Buyer shall be solely responsible for the proper transportation and storage of the Products in accordance with applicable specifications once the Products have been delivered to Buyer's designated carrier. Once the Products are delivered by Seller to Buyer's designated carrier, at Seller's designated place of shipment, all costs, risks of loss, and damages due to (i) improper loading, (ii) holds or enforcement actions by a governmental authority, or (iii) taxes and duties imposed upon the delivery of the product, shall be the sole responsibility of Buyer. Seller agrees that Buyer may (but is not required to) accept delivery of fewer than all of the Products ordered under the relevant purchase order(s). In the event Buyer accepts one or more partial deliveries, Seller agrees to present for payment a separate invoice for each delivery. Acceptance of Products by the Buyer shall constitute acceptance of the Buyer of the terms and conditions stated herein.

3. FORCE MAJEURE: Any delay in the performance of any of the duties or obligations of Seller pertaining to sale of the Products governed by this Agreement, caused by an event outside the Seller's reasonable control, will not be considered a breach of this Agreement and the time required for performance will be extended for a period equal to the period of such delay. Such events will include, but will not be limited to, acts of God, acts of a public enemy, acts of terrorism, war, insurrections, riots, injunctions, embargoes, fires, explosions, floods, epidemic or any other unforeseeable causes beyond the reasonable control and without the fault or negligence of Seller. Seller will give prompt written notice to Buyer of a force majeure event and will take whatever commercially reasonable steps are appropriate at the Seller's reasonable discretion to relieve the effect of such event as rapidly as possible.

4. PAYMENT TERMS:

a. Buyer shall pay for Products in full, without offset or deduction, within the time frame and in the manner set forth on the Invoice. For those sales that do not require payment in advance of or on delivery, if payment is not received by the Seller within the period set forth on the Invoice, Buyer shall pay to the Seller on demand, a late payment charge of 1.5% per month (18% per year) of the unpaid balanced or the maximum rate of interest allowed by law, whichever is less. Time is of the essence with respect to the Buyer's obligation to pay the Invoice in full in a timely manner.

b. All checks are accepted subject to collection. Seller may offset against any payment hereunder any amount owed to the Seller by the Buyer, whether under this or any other Invoice between the Buyer and the Seller. Acceptance of any partial payment shall not constitute waiver of Seller's right to payment in full of all amounts owing from the Buyer to the Seller under the applicable Invoice(s).

c. Buyer hereby grants to the Seller a security interest in the Products, including all accessions to and replacement of the goods and the proceeds thereof, to secure the due and punctual payment of the purchased price of the Products and all other amounts owing hereunder. Buyer shall execute and deliver to the Seller any additional document, instruments, financing statements, or amendments that Seller reasonably deems necessary or advisable, to maintain, continue and perfect the security interest created hereunder.

5. LIMITED WARRANTY: Subject to section 6, the Seller warrants that it has title to the Products and that the Products generally conform to the descriptions, if any, on the germane Invoice. THE FOREGOING WARRANTIES ARE SELLER'S EXCLUSIVE WARRANTIES, AND THE PRODUCTS SOLD UNDER THIS AGREEMENT ARE SOLD "AS IS" AND "WITH ALL FAULTS", AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER RELATING TO THE PRODUCTS INCLUDING, WITHOUT LIMITATION, THE DESIGN, CONDITION OR PROVENANCE OF THE PRODUCTS, OR THEIR QUALITY, CAPACITY, SUITABILITY, CONSTRUCTION, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. Buyer acknowledges that the Seller is acting solely as the third-party distributor of the Products and that the licensee or the manufacturer of the Products shall be solely responsible to the Buyer and third-parties for liability, claims, damages, obligations, costs and expenses related to the Products distributed by the Seller. The Seller makes no representation, covenant, or warranty with respect to the extent or enforceability of the manufacturer's warranty. No repair or replacement of Products by the Seller shall extend the warranty period of the manufacturer. To the fullest extent permitted by applicable law, Seller neither assumes nor authorizes the Buyer or any other person to assume on behalf of the Seller, any liability or expense in connection with the use, sale or resale of the Products.



6. LIMITATION OF LIABILITY:

a. Within seven (7) days of the Invoice date, the Buyer shall have the right to examine the Products to determine if there is any error, defect, shortage or damage. Except for claims of hidden error, defect or damage, claims for any errors, shortages, defects or damages, or for any causes other whatsoever, whether the claim is based in contract, negligence, strict liability, tort, or otherwise, shall be deemed waived unless made in writing and received by the Seller within thirty (30) days of the date on the germane Invoice. Claims of hidden error, defect or damage, discoverable only in processing, further manufacture, other use, or resale of the Products, shall be deemed waived unless made in writing and received by the Seller within forty-five (45) days of the date on the germane Invoice. Failure of the Seller to receive written notice of any such claim within the applicable time period shall be deemed a dispositive, absolute and unconditional waiver by the Buyer of the claim(s).

b. BUYER'S EXCLUSIVE REMEDY SHALL BE FOR DAMAGES, AND SELLER'S AGGREGATE LIABILITY FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CLAIM WHATSOEVER, WHETHER THE CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN AND TO THE FULLEST EXTENT PERMITTED BY LAW, NOT EXCEED THE PURCHASE PRICE OF THE GOODS OR REPLACEMENT OF THE GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO ANY CLAIM (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS LOSSES, DAMAGES TO PROPERTY, OR ANY LIABILITY OF BUYER TO ITS CUSTOMER OR THIRD PARTIES), REGARDLESS OF WHETHER THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. BUYER ASSUMES SOLE AND FULL LIABILITY FOR PERSONAL INJURY AND PROPERTY DAMAGE CONNECTED WITH THE HANDLING, TRANSPORTATION, POSSESSION, PROCESSING, REPACKAGING, FURTHER MANUFACTURE, OR OTHER USE OR RESALE OF THE PRODUCTS, WHETHER THE PRODUCTS ARE USED ALONE OR IN COMBINATION WITH ANY OTHER MATERIAL.

c. None of the Products are authorized for use in life support equipment or for an application in which the failure or malfunction of goods would create a situation in which a personal injury or death could occur. Any such use or sale of Products is at the sole risk of the Buyer, and the Buyer agrees to indemnify, defend and hold the Seller and its directors, officers, employees, agents and representatives harmless from and against any claim, liability, expense, harm, damage or cost arising out of such use or sale.

d. BUYER ACKNOWLEDGES THAT SELLER HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

7. RETURNS: Buyer may return to Seller any Products that are damaged or defective by timely obtaining a Return Materials Authorization (RMA) from the Seller within the permitted time period of the Invoice date, as described in Paragraph 6(a). Buyer must return to the Seller the damaged or defective Products within a period set forth in the RMA. The RMA number must be listed on all packaging containing Products returned to the Seller. If the Buyer does not timely request from the Seller an RMA within the time periods permitted under Paragraph 6(a), or requests an RMA for Products that are not damaged or defective, the Seller may, at its sole discretion, refuse to issue an RMA for return of the Products, or may require that the Buyer pay to the Seller a reasonable restocking fee as a condition of issuing to the Buyer the RMA.

8. SELLER'S RIGHT TO INCREASE PRICES: The Seller reserves the right to increase the price of the Products covered by this Agreement and the germane Invoice, to reflect any increase in Seller's cost for those Products, caused by an increase in the price charged by the Seller's supplier, and upon reasonable documentation of the same, the Buyer agrees to promptly pay the Seller any such increased price, as reflected in an amended Invoice.

9. TAXES: Seller's prices on the Invoice do not include sales, use, excise, customs, VAT or other taxes. The Buyer shall pay, in addition to the prices specified by the Seller on the applicable Invoice, all local, state, federal, customs and other applicable taxes, duties or fees, or provide the Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

10. INTELLECTUAL PROPERTY: Seller disclaims any warranty against the infringement of intellectual property with respect to the Products and the packaging relating to the Products. Seller is not liable with respect to any actual or alleged infringement of any United States or foreign patent, trademark, copyright, mask work right, trade dress, trade secret, or similar property rights.

11. INSTALLATION: Buyer is solely responsible for the installation and operation of Products, including without limitation, obtaining all permits, licenses, or certificates required for the installation or use of the Products.

12. TECHNICAL ADVICE AND DATA: Buyer may not rely upon any technical advice offered or given by Seller in connection with the use of any Products. Seller may offer opinion or provide informal accommodation to the Buyer without charge, but Seller is not liable or responsible for the accuracy or completeness of such opinion or accommodation. Without the Seller's prior written consent, the Buyer shall not use, duplicate, or disclose any technical data delivered or disclosed by the Seller to the Buyer.

13. BREACH AND REMEDIES: In the event of a breach by the Buyer of this Agreement, the Seller shall have all the remedies provided under the laws of the United States and the laws of the State of Florida, which shall be cumulative with one another and with any other remedies that the Seller may have at law, in equity, under any other applicable agreement, or otherwise, without limitation. The waiver by the Seller of any breach hereof or default in any payment shall not constitute a waiver of any succeeding breach or default. The exercise of failure to exercise any remedy shall not preclude the exercise of the remedy at another time or any other remedy at any other time. The Buyer shall pay to the Seller, on demand, all reasonable costs incurred by the Seller in enforcing the terms of this Agreement, including collection costs incurred in collecting amounts owed under the applicable Invoice(s). Such costs shall include fees, court costs, and expenses of experts, attorneys, witnesses, arbitrators, collection agencies, and supersedes bonds, whether incurred before or after demand or commencement of legal proceeding, and whether incurred to trail, appellate, mediation, bankruptcy, arbitration, administrative, or judgement execution proceedings.

14. INTEGRATION AND ASSIGNMENT: This Agreement memorializes the final, complete and exclusive agreement between parties regarding the sale of the Products and supersedes any and all prior or contemporaneous oral or written agreements between them regarding the



same. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this Agreement is not relevant to determining the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of performance and opportunity for objection. Any amendment, interpretation or waiver of any of the provisions of this Agreement shall only be effective in a writing which makes specific reference to this Agreement and is signed (electronic signature shall suffice) by both parties.

15. COMPLIANCE. The parties represent, warrant and covenant compliance with applicable law, including all U.S. export control law and the regulations promulgated pursuant thereto. The parties are expressly prohibited from importing from, or exporting or re-exporting Products to, countries embargoed by the U.S. Treasury Office of Foreign Asset Control (OFAC). Buyer represents, warrants and covenants that it shall not sell, export or re-export the Products to any individual or organization identified by the U.S. Treasury as Specially Designated Nationals and Blocked Persons, or to prohibited individuals or organizations identified by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), pursuant to the Export Administration Regulations (EAR). Buyer represents and warrants that it is experienced and familiar with the EAR and other applicable BIS and OFAC regulations governing the use, import, export and re-export of the Products, and acknowledges its responsibility to obtain any license to export, re-export or import the Products as may be required.

16. LEGAL PROCEEDINGS: The validity, enforcement, instruction and interpretation of this Agreement are governed by the laws of the State of Florida, as applied to agreements performed wholly within the State of Florida. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods. Seller and Buyer (a) consent to the personal jurisdiction of the state and federal courts located in Palm Beach County, Florida, (b) stipulate that the proper, exclusive, and convenient venues for all legal proceedings arising out of this Agreement are in Palm Beach County, FL and (c) waive any defense, whether asserted by motion or pleading, that Palm Beach County, Florida is an improper or inconvenient venue.

17. GENERAL: All agreements, covenants, conditions, and provisions contained herein shall apply to and bind the assignees and successors in interest of the Buyer. If any provisions of this Agreement are held to be invalid, illegal, unconscionable, or unenforceable, that provision of this Agreement will be reformed and enforced to the extent that is it valid and lawful, and will not affect the validity, legality, or enforceability of any other provisions of this Agreement. The captions used herein are for the convenience of the parties only and shall not affect the constructions of interpretation hereof. Nothing in this Agreement, whether expressed or implied, is intended or should be construed to confer upon, or grant to, any person, except the Buyer and the Seller, any claim, right, or remedy under it. This Agreement supersedes the terms and conditions negotiated under any preceding Order for the Products.