

General Terms and Conditions of Sale

1. Scope of Applicability

- 1.1 These General Terms and Conditions of Sale ("GTCS") apply to all sales of goods by Florida Group, Inc (herein referred to as "Seller"), notwithstanding any conflicting, contrary or additional terms and conditions in any Purchase Order, other communication, or website from Buyer. Any proposal by Buyer of such contrary or additional terms shall not operate as a rejection of this GTCS. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by Seller unless and until an authorized representative of Seller expressly confirms acceptance in writing signed by Seller.
- 1.2 In the event of a conflict, the following order of precedence will apply: (i) terms agreed to in writing and executed by an authorized representative of Seller; (ii) Seller Document terms; (iii) these Terms.
- 1.3 Seller reserves the right to change these GTCS at any time. Seller will provide thirty (30) calendar days' notice of any changes by posting notice on Seller's website.

2. Offers, Purchase Orders and Order Confirmations

- 2.1 Price quotations made by Seller are open for acceptance within fifteen calendar days from the date of issue, unless otherwise specifically stated therein, and are subject to the availability of the goods offered.
- 2.2 All Purchase Orders issued by Buyer shall specify as a minimum the type and quantity of goods requested, applicable unit prices, delivery place and requested delivery dates. No Purchase Order shall be binding on Seller unless and until confirmed by Seller in writing.
- 2.3 For any order held or delayed at the request of the Buyer, Seller may, at its sole option, (i) require payment to be based on any reasonable basis, including but not limited to the quoted price, and any additional expenses, or costs resulting from such a delay; (ii) store goods at the sole cost and risk of loss to the Buyer.
- 2.4 If Seller agrees to Buyer's request for any increase in quantity or for delivery sooner than quoted terms, Seller may charge, and Buyer agrees to pay, reasonable additional expenses or costs.
- 2.5 Buyer's submission of a Purchase Order in response to any price quotation shall be deemed acceptance of these terms and conditions.

3. Prices and Terms of Payment

- 3.1 The prices for goods shall be those set forth in our quotation. All prices are exclusive of taxes, fees, licenses, duties impositions and other charges and or levies, including, but not limited to, sales, use, excise, customs, countervailing, antidumping, value added and similar taxes or charges imposed by any government or regulating authority. If the prices of raw material, production, and or other costs increase significantly, Seller shall have the right and Buyer shall have the obligation to renegotiate prices.
- 3.2 Unless expressly stated otherwise in our quotation, payment for goods shall be made pay in advance without offset or deduction.
- 3.3 Buyer must submit such financial information from time to time as may be reasonably requested by Seller for the establishment or continuation of payment terms. Seller may in its sole discretion at any time change agreed payment terms without notice by requiring payment cash in advance or cash on delivery, bank guarantee, letter of credit or otherwise.
- 3.4 If Buyer fails to pay any invoice within seven (7) calendar days of the due date of payment, Seller may suspend delivery of any Purchase Order or any remaining balance thereof until payment is made, or terminate delivery of any Purchase Order or any remaining balance thereof by providing written notice of termination to Buyer within seven (7) calendar days of the expiration of the grace period. Further, Seller may charge Buyer interest from the due date to the date of payment at the rate of 1 ½ % per month. This shall be in addition to, and not in limitation of, any other rights or remedies to which Seller may be entitled at law or in equity.

- 3.5 Title to goods delivered shall remain vested in Seller and shall not pass to Buyer until the goods have been paid for in full. If Buyer fails to pay any invoice within fourteen (14) calendar days of the due date of payment, Seller may retake the goods covered by the invoice. Buyer must insure all goods delivered to their full replacement value until title to the goods has passed to Buyer.

4. Terms of Delivery and Late Delivery

- 4.1 Unless expressly stated otherwise in our quotation, all deliveries of goods shall be EXW in accordance with Incoterms 2010. The risk of loss of or damage to goods shall pass to Buyer in accordance with the agreed delivery term.
- 4.2 The delivery dates of goods shall be those set forth in Seller's order confirmation via fax or email. If Seller fails to deliver goods within thirty (30) calendar days of the agreed delivery date, Buyer may terminate the applicable Purchase Order in whole or in part (as to those goods affected by the delay) by providing written notice of termination to Seller within thirty (30) calendar days of the expiration of the grace period.
- 4.3 Seller reserves the right to make delivery in installments.

5. Acceptance of Goods

- 5.1 Buyer must inspect goods delivered upon receipt. Buyer is deemed to have accepted goods delivered unless written notice of rejection specifying the reasons for rejection is received by Seller within five (5) calendar days after delivery of the goods.

6. Warranty

- 6.1 Seller represents and warrants hereby that the all goods delivered hereunder shall comply with the Applicable Specifications and shall be free from any defect in material and workmanship under normal use and service. Applicable Specifications shall be defined as follows; If Buyer has not provided specifications that have been accepted by Seller in writing, Seller warrants that the goods will meet Seller's then applicable design specifications and inspection quality levels for goods of the type sold. If Buyer has provided specifications that have been accepted by Seller in writing, Seller warrants that the goods will conform to the specifications.
- 6.2 With respect to goods which do not conform to the warranty, liability is limited, at Seller's election, to (i) refund of the purchase price for such goods less a reasonable amount for usage, (ii) repair of such goods, or (iii) replacement of such goods; provided, however, that such goods must be returned to Seller within fourteen (14) calendar days after discovering the lack of conformity or ought to have discovered it, and provided the defect is notified to Seller in writing within twelve (12) months after the date of shipment.
- 6.3 These warranties shall be practiced under the conditions: (i) Seller is promptly notified in writing upon discovery by Buyer that the Products that fail to conform with a detailed explanation of any alleged deficiencies; (ii) A Return Authorization Number is issued by Seller and notified to the Buyer; (iii) Products are returned to Seller, transport cost at Buyer's account with Seller's Return Authorization Number clearly visible on the outside of the package; (iv) Seller's examination of the Products shall disclose that such alleged deficiencies actually exist and were not caused by accident, misuse, neglect, negligent handling, alteration, improper installation, lack of reasonable maintenance and care, unauthorized repair or improper testing, accident or abuse by anyone other than Seller.
- 6.4 If Seller elects to repair or replace any of the Products, Seller shall have a reasonable time to make the repair or replacement. Transport cost from Seller to Buyer of the Products repaired or replaced by Seller shall be at Seller's account if the Products are within the scope of warranty. If the Products are out of warranty, cost of repair or replacement and transport cost from Seller to Buyer of the Products repaired or replaced by Seller shall be borne by Buyer.

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- 6.5 Seller's warranty will not extend to any goods that have been subjected to: (i) operating conditions or applications outside of the rated capacity of the goods; (ii) improper installation, transit or storage; (iii) accident, damage, misuse or abuse; (iv) unusual or abnormal operating conditions or applications; (v) operating conditions or applications not made known to Seller in writing prior to the date of Seller's order confirmation via fax or email; or (vi) a purpose or application in any way different from that for which they were designed. Any description of the goods made by Seller does not create an express warranty different from that provided in this paragraph 6.
- 6.6 Seller makes no other warranty, express or implied, whether based in contract, tort, indemnity, and statutory provision or otherwise, with respect to goods delivered hereunder, and the warranty constitutes Seller's sole obligation in respect of any lack of conformity of goods delivered hereunder (except title). In particular, Seller makes no warranty with respect to the merchantability of goods delivered or their suitability or fitness for any particular purpose.
- 7. Change for Improvement**
- 7.1 Unless otherwise agreed in writing, Seller reserves the right to make design changes of the goods at its sole discretion and judgment which Seller believes will improve its goods.
- 8. Compliance with radio spectrum, EMC, products safety and hazardous substances control regulations**
- 8.1 Buyer shall agree that it is sole responsibility of Buyer to define and take necessary action for compliance with radio spectrum control, EMC, products safety and hazardous substances control regulations and any other legal requirement to put the goods and/or use the goods in the country where the goods are used. Buyer shall hold Seller harmless from any responsibility resulting from Buyer's failure to comply with such regulations of the country goods are used.
- 9. Intellectual Property Rights Infringement**
- 9.1 If any goods delivered hereunder are held to infringe a third party's patent, design, trademark, copyright or any other intellectual property right in connection with sale of the goods in any country of the world. and Buyer is enjoined from using same, Buyer shall indemnify, defend and hold Seller harmless against any expenses, damages, costs, or losses resulting from any suit or proceeding brought for infringement of patents, trademarks or copyrights arising from compliance with Buyer's designs, specifications or instructions. Seller shall not be liable for any costs or damages incurred by Buyer as a result of any suit or proceeding brought against the Buyer and Buyer shall indemnify, defend and hold Seller harmless against any expenses, damages or losses resulting from any suit or proceeding brought against Seller.
- 10. Limitation of Liability**
- 10.1 Neither Buyer or Seller shall be entitled to, and neither Buyer or Seller shall be liable for, indirect, special, incidental, consequential or punitive damages of any nature, including, but not limited to, business interruption costs, loss of profit, removal and/or reinstallation costs, reprourement costs, loss of data, injury to reputation or loss of customers. Buyer's recovery from Seller for any claim shall not exceed the purchase price for the goods giving rise to such claim irrespective of the nature of the claim, whether in contract, tort, warranty or otherwise.
- 10.2 In no event shall Seller be liable for any claims based on compliance with Buyer's designs, specifications, instructions or repair, modification or alteration of any goods by parties other than Seller, or use in combination with other goods.
- 11. Force Majeure**
- 11.1 Either party shall be excused from any delay or failure in performance if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) calendar days, either party shall have the right to terminate the applicable Purchase Order(s) without liability, upon (30) thirty calendar days' prior written notice to the other party.
- 12. Miscellaneous**
- 12.1 The United Nations Convention for the International Sale of Goods shall not apply to these GTCS or to any contracts of sale entered into by Seller.
- 12.2 No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.
- 12.3 Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.
- 12.4 These GTCS and all contracts of sale entered into shall be governed by and construed in accordance with the laws of Nevada, USA, without giving effect to any choice of law or conflict of law provisions. Any suits, actions or proceedings that may be instituted by either Buyer or Seller against the other shall be instituted exclusively before the competent courts in Nevada, USA, however, without prejudice to our right to bring suits, actions or proceedings in any other court which would have jurisdiction if this provision had not been incorporated into these GTCS.
- 12.5 Buyer shall not assign its rights or its obligations under these GTCS without prior written consent of Seller.
- 13. Termination**
- 13.1 In the event of the Buyer committing any breach of any the terms and conditions stated herein or provision of the Order, going into liquidation, having a receiver, examiner or other similar officer appointed over the whole or any part of its assets, becoming bankrupt or apparently insolvent or granting any trust deed or entering into any composition or similar arrangement with its creditors, or if any circumstances arise which, in the sole opinion of the Seller render any of the foregoing likely to occur, then the Seller shall be entitled, without notice and without any liability whatsoever, to terminate the Order forthwith. Seller shall also be entitled to cancel all Orders or any part thereof remaining unfilled between the Seller and the Buyer. Termination of the Order shall not discharge any pre-existing liability of the Buyer to Seller and on such termination Seller shall be entitled to recover from the Buyer such loss or damage as Seller has suffered by reason of such termination.
- 14. Entire Agreement**
- 14.1 This Agreement constitutes the entire agreement between Seller and Buyer with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.