

## **TEWS Technologies LLC Standard Terms and Conditions of Sale**

1. General - Unless otherwise agreed in writing between TEWS Technologies LLC and the Buyer these Standard Terms and Conditions of Sale shall apply to all goods and services supplied by TEWS Technologies LLC. No other terms and conditions shall apply unless and insofar as they shall have been expressly acknowledged in writing by TEWS Technologies LLC. The same shall apply even if Buyer refers in his order to his own general conditions of business. If individual provisions of the present General Terms and Conditions of Delivery prove impossible to apply then this shall not affect the remaining provisions hereof.

2. Purchase Prices - Unless otherwise stated by TEWS Technologies LLC in written quotations issued to Buyer, prices, terms of payment and pricing policies will be those set forth in TEWS Technologies LLC's published price lists in effect at the time of order.

3. Taxes - The amount of any present or future value added, excise or other tax applicable to the sale or use of the products sold hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide TEWS Technologies LLC with a tax exemption certificate acceptable to the taxing authorities.

4. Dispatch Dates - Any times quoted for dispatch are to be treated as estimates only. Whilst every endeavor will be made to meet these estimated times for dispatch the TEWS Technologies LLC shall not be liable in any manner whatsoever for failure to dispatch within the time quoted.

### **5. Delivery**

5.1. All scheduled or quoted delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer.

5.2. Unless otherwise agreed in writing by TEWS Technologies LLC, delivery of the products hereunder shall be made FOB Reno, NV, with transportation expenses, packing and insurance paid by Buyer according to INCOTERMS 1990. Risk of loss or damage to products in transit shall fall upon Buyer, whose responsibility it shall be to file claims with the carrier or the insurance company.

5.3. The risk of loss and/or damage to goods supplied by TEWS Technologies LLC shall pass to the Buyer when they are uplifted by the buyer or other person to whom TEWS Technologies LLC has been authorized by the Buyer to uplift the goods whether expressly or by implication by the Carrier specified by the Buyer or otherwise and TEWS Technologies LLC shall not be liable for the safety of the goods thereafter.

5.4. Any damage to goods in transit should be notified to the Carrier and TEWS Technologies LLC within two days of receipt, packing and contents to be held for inspection. If goods are not received by Buyer within six days of date of invoice the Carrier and TEWS Technologies LLC should be at once informed.

5.5. Notwithstanding the provisions of paragraph 5.3., above, the ownership of the goods shall remain with TEWS Technologies LLC, (which reserves the right to dispose of them) until payment in full for all goods and materials under this Contract and all previous Contracts between the Buyer and TEWS Technologies LLC has been received by it in accordance with the relevant terms or until such time as the Buyer sells the goods to its customers by way of bona fide sale at full market value.

5.6. If payment is overdue in whole or in part or immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved, TEWS Technologies LLC may (without prejudice to any of its other rights) recover or resell the goods or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose. If goods are incorporated in or used as material for other goods before such payment the ownership in the whole of such other goods shall be and remain with TEWS Technologies LLC until such payment has been made or the other goods have been sold as aforesaid and all TEWS Technologies LLC's rights hereunder in the matter shall extend to those other goods.

6. Force Majeure - TEWS Technologies LLC shall not be liable for delays in delivery or failure to manufacture of delivery due to causes beyond its control, including but not limited to acts of civil or military authority, priorities, fires, strikes, floods, epidemics, quarantine restrictions, war, riot, delays in transportation, inability to obtain necessary labour, materials, components or manufacturing facilities, or any other commercial impracticability. In the event of any such delay, the date of delivery shall be deferred for a period of time equal to the time lost by reason of the delay.

### **7. Payments**

7.1. Payments shall become due as shipments are made. All invoices shall be due and payable thirty (30) days from the date thereof without regard to other deliveries. TEWS Technologies LLC reserves the right at any time to revoke any credit extended by Buyer because of Buyer's failure to pay for any articles when due to for any reason deemed good and sufficient by TEWS Technologies LLC. In such event, TEWS Technologies LLC may require that all subsequent deliveries shall be paid for in advance or on delivery. TEWS Technologies LLC may suspend any further deliveries or continuance of the work to be performed by TEWS Technologies LLC until such payment has been received. If the work to be performed hereunder is delayed by the Buyer, payments shall be made based on the purchase price and the percentage of completion. Products held for the Buyer shall be at the risk and expense of the Buyer.

7.2. Failure to furnish such payment within ten (10) days of demand by TEWS Technologies LLC shall constitute a repudiation of the contract and in such event TEWS Technologies LLC shall be entitled to receive reimbursement for its cancellation charges. In the event TEWS Technologies LLC cancels Buyer's order due to nonperformance of Buyer, or if Buyer fails to purchase the total quantity specified on the order, TEWS Technologies LLC shall invoice Buyer for the price in effect at the time of the last delivery applicable to

the quantity actually purchased. Failure to pay the purchase price when due shall give TEWS Technologies LLC, in addition to any other rights of TEWS Technologies LLC, the right to repossess such equipment without liability. As a secured creditor, TEWS Technologies LLC shall have a purchase money collateral until the full purchase price has been paid by the Buyer or his agent. TEWS Technologies LLC retains all the rights and remedies of a secured party under the Uniform Commercial Code. In the event of bankruptcy or insolvency of the Buyer or in the event any proceeding is brought by or against the Buyer under bankruptcy or insolvency laws, TEWS Technologies LLC shall be entitled to cancel any order outstanding at any time during the period allowed for filing claims against the estate and shall receive reimbursement for its cancellation charges.

7.3. In the event of non-payment within the 30 day period, TEWS Technologies LLC will charge the Buyer and the Buyer will pay 1 1/2% of the outstanding balance per month in addition to the balance.

## 8. Warranties

8.1. TEWS Technologies LLC warrants that its products furnished hereunder will at the time of delivery be free from defects in material and workmanship and will conform to TEWS Technologies LLC's applicable specifications or, if appropriate, to specifications accepted by TEWS Technologies LLC therefore. TEWS Technologies LLC's obligation or liability hereunder shall be limited to, at TEWS Technologies LLC's sole discretion, either repairing, replacing or refunding the purchase price of any products for which written notice of nonconformance hereunder is received by TEWS Technologies LLC within the warranty period. For boards and modules produced by TEWS Technologies LLC the warranty period is five (5) years following the date of delivery, provided such nonconforming products are, with TEWS Technologies LLC's prior written authorization, returned to TEWS Technologies LLC's plant within thirty (30) days after such five (5) year period. This warranty shall not apply to any products which TEWS Technologies LLC determines have, by Buyer or otherwise, been subjected to operating and or environmental conditions in excess of the maximum value established therefore in the applicable specifications or otherwise have been the subject of mishandling, misuse, neglect, improper testing, repair, alteration or damage. For products of other manufacturers, which TEWS Technologies LLC is reselling, the warranty period and warranty terms of the original manufacturer are applied. THIS WARRANTY EXTENDS TO BUYER ONLY AND NOT TO BUYER'S CUSTOMERS OR USERS OF BUYER'S PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN NO EVENT SHALL TEWS Technologies LLC BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES. TEWS Technologies LLC's liability for any claim of any kind shall in no case exceed the obligation or liability specified in this Warranty clause.

8.2. TEWS Technologies LLC's warranty as hereinabove set forth shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of TEWS Technologies LLC's rendering of technical facilities or service in connection with Buyer's order of the goods furnished hereunder.

8.3. TEWS Technologies LLC ships all product in anti-static packages. TEWS Technologies LLC's warranty, as hereinabove set forth shall not cover warranty, repair, replacement or refund on product or devices damaged by static due to Buyer's failure to properly ground.

9. Cancellation - The Buyer may cancel his order only upon written notice and upon payment to TEWS Technologies LLC of cancellation charges which shall take into account, among other things, expenses incurred and commitments already made by TEWS Technologies LLC. No cancellation by Buyer for default shall be effective unless TEWS Technologies LLC shall have failed to correct such alleged default within thirty (30) days after receipt by TEWS Technologies LLC of a written notice specifying such default.

10. Consequential Loss and Damage - Save as herein expressly provided TEWS Technologies LLC shall not be liable for any loss or damage of whatsoever nature or to whomsoever caused arising out of the use of goods supplied by it. The Buyer shall indemnify TEWS Technologies LLC against all claims made against TEWS Technologies LLC by any third party in respect thereof.

11. Assigns - The contract to which this document relates shall be binding upon and inure to the benefit of the successors and assigns of the entire business and goodwill of either TEWS Technologies LLC or the Buyer or of that part of the business of either used in the performance of such contract, but shall be otherwise assignable.

12. Applicable Law - This agreement and matter connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of Nevada.

13. Acceptance - By accepting the goods, the Buyer accepts TEWS Technologies LLC's Standard Terms and Conditions of Sale. If these terms and conditions are unacceptable, please advise immediately in writing.