

JB INDUSTRIES, INC.

TERMS AND CONDITIONS OF SALE

THESE TERMS AND CONDITIONS CONSTITUTE AN OFFER TO CUSTOMER FOR THE SALE OF ALL PRODUCTS AND/ OR SERVICES ("PRODUCTS") BY JB INDUSTRIES, INC. dba JB SYSTEMS ("SELLER"). CUSTOMER'S ACCEPTANCE OF THIS OFFER IS EXPRESSLY LIMITED TO AND CONDITIONAL UPON THESE TERMS AND CONDITIONS. ANY DIFFERENT OR ADDITIONAL TERMS PROPOSED BY CUSTOMER, WHETHER IN CUSTOMER'S PURCHASE ORDER, CONFIRMATION OR OTHERWISE, ARE UNACCEPTABLE TO SELLER, ARE EXPRESSLY REJECTED BY SELLER, AND WILL NOT BECOME PART OF THESE TERMS AND CONDITIONS. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY DOCUMENT ISSUED BY CUSTOMER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

1. ORDERS. All Orders are subject to acceptance by Seller. Orders for special, custom, value-added and Products specifically identified by Seller as non-standard are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule Orders for standard Products without Seller's consent, which shall not be unreasonably withheld.

2. PRICES. Seller's quoted prices apply for 30 days or as otherwise stated in its quote. Seller may increase prices if Seller's costs increase or other circumstances beyond Seller's reasonable control. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

3. TERMS OF PAYMENT. Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date. On any past due invoice, Seller may charge interest from the payment due date to the date of payment (at 1 1/2% per month), plus reasonable attorney fees.

4. DELIVERY AND TITLE. Delivery of Products shall be F.O.B. origin which shall be either Seller's facility in LaGrange, Georgia or the manufacturer's facility. Customer is responsible for all shipping costs. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. Seller shall use reasonable efforts to schedule delivery as close as possible to Customer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Delivery of a quantity which varies from the quantity specified shall not relieve Customer of the obligation to accept delivery and pay for the Products delivered.

5. SECURITY INTEREST. Seller reserves and Customer grants to Seller a security interest in all Products sold (and all proceeds thereof) to secure the full payment by Customer to Seller. Customer agrees to execute, on request, and hereby authorizes Seller to file financing statements deemed necessary by Seller to perfect its security interest in the Products.

6. ACCEPTANCE OF PRODUCT AND PRODUCT RETURNS. Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within ten (10) days after delivery of the Products. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be

defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

7. SELLER'S LIMITED WARRANTY. Seller will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. Seller warrants the Products will conform to the manufacturer's specifications. Seller further warrants that value-added work performed by Seller on Products will conform to Customer's specifications. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. SELLER MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT.** If Products do not meet manufacturer's specifications the Products or if value-added work by Seller does not meet Customer's specifications will be, at Seller's choice: (1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price. Customer must return Products to Seller, along with acceptable proof of purchase, within the warranty period specified by the manufacturer freight charges prepaid.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION, OR LOSS OF CUSTOMERS. CUSTOMER'S RECOVERY FROM SELLER FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.

9. FORCES BEYOND SELLER'S CONTROL. Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

10. EXPORT CONTROL. The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer agrees to comply with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

11. STATEMENTS AND ADVICE. If statements or advice, technical or otherwise, are offered or given to Customer, such statements or advice shall be deemed to be given as an accommodation to Customer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

12. USE OF PRODUCTS. Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold Seller and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

13. GENERAL.

- a. The laws of the State of Georgia will exclusively govern any dispute between Seller and Customer excluding any law or principle which would apply the law of any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.
- b. This Agreement can only be modified in writing signed by authorized representatives of both Seller and Customer.
- c. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other.
- d. Seller's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- e. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
- f. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
- g. This Agreement contains the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements, whether oral or written, between them relating to the subject matter.