



TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS

As used throughout this Purchase Order / Contract, the following terms shall have the meanings as set forth below:

- (a) "Articles" means the goods, products, supplies, lots of supplies; parts, assemblies, technical data, intellectual property, drawings reports, services, or other items constituting the subject matter of this Purchase Order or Contract which are furnished by the Seller as further described on the Contractual documents and includes without limitation raw materials, components, intermediate assemblies, and all services to be performed or associated with the Articles ordered.
- (b) "Buyer" means Q4 Services Inc.
- (c) "Contract" shall mean the Purchase Order or Contract, including the conditions of Purchase, and any exhibits or attachments hereto.
- (d) "Procurement Representative" means any duly authorized procurement representative of the Buyer or subcontract administrator employed by the Buyer.
- (e) "Seller" means the Individual, Partnership, Corporation, or Association contracting to provide the Articles hereunder.
- (f) "Subcontract" means all contracts placed by the Seller or lower tier contractors for the specific purpose of providing any portion of the Articles under this Purchase Order or Contract.

2. LIMITS OF CONTRACT.

This Purchase Order or Contract integrates merges and supersedes all prior commitments, offers, negotiations, or Agreements concerning the subject matter hereof and constitutes the entire Agreement between the parties.

3. TAXES AND DUTIES

- a. Taxes within the United States: The Seller will be responsible for all local, state or federal taxes.
- b. Taxes imposed by a jurisdiction outside of the United States: The amount of any import, value added, use, or other tax applicable to the sale of the items provided under the Purchase Order or Contract subject to these terms and conditions shall be paid by the Seller.



4. PAYMENTS

The Seller shall be paid upon the submission of an original copy of the invoice/s at the prices stipulated herein for the Articles delivered and accepted by the Buyer, less any deductions or setoffs. Unless otherwise specified in the Purchase Order or Contract, payment will be made on partial deliveries which are accepted by the Buyer when the Purchase Order or Contract for such deliveries so warrants, and payment shall be made net thirty (30) days after receipt of original copy of the invoice/s.

5. INVOICES

Invoice/s for payment shall be submitted electronically to accountspayable@Q4services.com or by mail to ATTN: Accounts Payable, Q4 Services, 1410 North Goldenrod Road, Suite 7, Orlando, FL, 32807 and shall contain the following information: the Purchase Order or Contract number, item number, description of the Articles, sizes, quantities, unit prices, and extended totals.

6. SHIPPING

(a) Routing Instructions: The Seller agrees to route all shipments in accordance with the instructions referenced on the Purchase Order or Contract. If there are no routing instructions stipulated, the Seller shall use an approved appropriate carrier to assure timely and safe delivery of the Articles. Any use of air freight shall have prior written approval from the Q4 Procurement Representative. All deviations from the Buyer's shipping instructions must have the Buyer's prior written approval. Any additional costs incurred resulting from unauthorized deviations will be the responsibility of the Seller.

(b) "Ship to" instructions: All Articles are to be shipped to the Buyer at its address as stated on the Purchase Order or Contract unless designated otherwise. All shipping documents, shipping labels, and packing sheets must show full and complete information. The Seller agrees not to deviate from these "ship to" provisions without the prior written authorization from the Buyer. Unless otherwise stipulated in this Purchase Order or Contract, Shipments shall be packaged to meet minimum packing requirements of surface and air carriers to afford adequate protection against damage via the method of transportation being used. Shipments shall be marked with the necessary handling instructions, Purchase Order or Contract number and the consignee's name and address.

7. TITLE AND RISK OF LOSS

(a) Unless this Purchase Order or Contract specifically provides elsewhere for earlier passage of title, title to the Articles covered by the Purchase Order or Contract shall pass to Buyer upon final acceptance. Unless specified elsewhere in this Purchase Order or Contract, final acceptance shall have deemed to have occurred after a reasonable time period after the Seller takes physical possession of the Articles if written notification of acceptance is not provided to the Seller.

(b) Risk of loss or damage to the Articles remains with the Seller until delivery of the Articles to an authorized carrier, if transportation is incoterms f.o.b. origin; or,



- (c) Final acceptance by the Buyer or receipt of the Articles by the Buyer at the destination specified in the Purchase Order or Contract, whichever is the later if transportation is incoterms f.o.b. destination.
- (d) Notwithstanding 6 (b) above, the risk of loss or damage to the Articles which fails to conform to the Terms and Conditions of the Purchase Order or Contract so as to give a right of rejection shall remain with the Seller until such non- conformity is rectified, at which time subparagraph (b) above shall apply.

8. CHANGES

The Buyer may at any time by written instruction, unilaterally make changes to any of the terms and or conditions of this Purchase Order or Contract, the resulting Purchase Order or Contract, and any amendments. If such change causes an increase or a decrease in the cost of, or the time required, for, the performance of any term or condition of said Purchase Order or Contract, an equitable adjustment shall be made to the price or delivery schedule or both and the Purchase Order or Contract shall be amended in writing accordingly. Any claim by the Seller for an equitable adjustment under this clause must be notified within thirty (30) days from the date of receipt by the Seller of the notification of the change. The Seller hereby waives any claim for equitable adjustment which is not made in the aforesaid thirty (30) day notice period. The Seller agrees to support any claim hereunder and to record such changes on account of each change thereunder. The Buyer shall not be liable for any claim pursuant to changes ordered by any person other than an authorized procurement representative of Q4 Services who must execute the written change order for it to be considered a valid change order. The Seller acknowledges that all normal and anticipated changes are included within the price of this Purchase Order or Contract and agrees that no equitable adjustments shall be claimed for such charges. This clause shall excuse the Seller from proceeding, and the Seller shall proceed, with the performance in accordance with the terms and conditions of the Purchase Order or Contract as amended pending resolution of any dispute.

9. LIMITATION OF LIABILITY

Seller's exclusive liability and Buyer's exclusive remedy for any and all claims, whether arising out of contract, warranty, negligence, Seller's failure to comply with laws and regulations, strict liability or otherwise, shall be limited to the price of the Product or Service in relation to which the claim is made or, at Seller's option, the replacement thereof.

In no event shall Seller be liable for special, incidental, punitive, indirect or consequential damages, (including without limitation loss of profits, business, revenue, goodwill or anticipated savings) whether or not caused by or resulting from the negligence or willful misconduct of such party.

10. INSPECTION

Whether or not an inspection point is provided herein, the Articles shall be subject to inspection and testing by the Buyer at all reasonable times and places, including after arrival at destination and, where practicable, during manufacture. In the case where any of the Articles are found to be defective in material or workmanship, or otherwise are not in conformity with this Purchase Order or



Contract, the Buyer has the right to reject such goods, require their rejection, or require them to be corrected or replaced. The Articles may be returned to the Seller and shall be replaced or corrected by the Seller and at the Seller's expense. If the Seller fails to promptly replace or correct the defective Articles within the contractual delivery schedule, the Buyer may have the right to (i) by contract or otherwise, replace or correct such Articles and charge costs to the Seller; (ii) upon written notice terminate this Purchase Order or Contract for default in accordance with the paragraph hereof titled "Default", or (iii) require a reduction in price which is equitable under the circumstances.

11. WARRANTIES

- (a) For a period of one year from the date of acceptance or for such longer period as the Seller normally grants to commercial customers, the Seller warrants that all the Articles (including services) furnished hereunder shall be free from defects in workmanship and material, shall strictly comply with the requirements of this Purchase Order or Contract and or any samples, drawings or specifications incorporated herein, and where the design is the Seller's responsibility, be free from defects in design and shall perform in accordance with any specifications provided by the Seller. The Articles are merchantable and are suitable for the purpose they were designed for. The foregoing warranties are in addition to all other warranties, whether expressed or implied, and shall survive any delivery to, or inspection, acceptance, or payment by the Buyer, of the Articles furnished hereunder. All warranties shall be applicable to the Buyer and or its customers.
- (b) If any of the Articles delivered hereunder do not meet the warranties specified herein or that are otherwise applicable, the Buyer may, at its election:
- Require Seller to correct, at no cost to the Buyer, any defective or nonconforming Articles by repair or replacement, or
 - Return such defective or nonconforming Articles to the Seller and recover from the Seller the Purchase Order or Contract price thereof, plus any applicable transportation costs.

12. DEFAULT

- (a) Time is of the essence for this Purchase Order or Contract.
- (b) The Buyer may, by written notice of default to the Seller, terminate the whole or any part of this Purchase Order or Contract if the Seller fails to
- (i) make delivery of any of the Articles including performance of any services or a part of the Articles within the time specified herein, or any extension thereof by change order or amendment; or
 - (ii) replace and or correct the defective Articles or re-perform services in accordance with the paragraph hereof titled "inspection;" or
 - (iii) cure any such failure within a period of ten (10) days (or such longer period as the Buyer may authorize in writing) after receipt of the notice from the Buyer specifying such failure.



- (c) In the event of termination of this Purchase Order or Contract, the Buyer may procure replacement or substitute Articles upon such terms and in such a manner as the Buyer may deem appropriate, provided that the Seller shall continue the performance of this Purchase Order or Contract to the extent not terminated under the provisions of this paragraph.
- (d) If, after notice of default under the provision of (b) above, it is determined that the failure to perform under this Purchase Order or Contract is due to unforeseeable causes beyond the control and without the fault or negligence of the Seller and of its Subcontractors, if any, or it is determined that the Seller was not in default under the provisions of this paragraph, said notice shall be deemed to have been issued pursuant to the provisions of this paragraph, hereof "Termination" and the rights and obligations of the parties hereto shall be governed by that paragraph. No such cause shall excuse the Seller unless the Seller has notified the Buyer in writing of the existence of the cause written ten (10) days from the beginning thereof.

13. TERMINATION

The Buyer reserves the right to terminate this Purchase Order or Contract, in whole or in part at any time for convenience and without cause. Any claim of the Seller shall be settled on the basis of actual, reasonable, and substantiated costs incurred prior to the date of termination which the Seller can demonstrate to the satisfaction of the Buyer.

14. CONFIDENTIALITY OF DATA AND INFORMATION

The use of drawings or specifications or information provided to or derived by the Seller in the performance of this Purchase Order or Contract is restricted to Seller's use of such information in the course of supplying the Articles to the Buyer. Any other use or disclosure is prohibited. The Buyer retains all rights in designs, drawings, specifications and other data or papers furnished to the Seller in performance with this Purchase Order or Contract. Upon completion of the work necessary to supply the Articles, the Seller shall promptly return to the Buyer all designs, drawings, specifications and other data or papers furnished by the Buyer together with all copies or reprints then in Seller's possession or control. In addition to the foregoing, no release of any information, or confirmation or denial of same, with respect to this Purchase Order or Contract or subject matter hereof will be made without the prior coordination and express written approval of the Buyer.

This includes but is not limited to advertisements, brochures and other promotional material furnished to the Seller.

15. INFORMATION DISCLOSED TO BUYER

Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Buyer in connection with the purchase of the Articles covered by the Purchase Order or Contract shall not, unless otherwise specifically be agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information and shall be acquired free from any restrictions as part of the consideration of the Purchase Order or Contract.



16. ETHICAL STANDARDS OF CONDUCT

The Seller shall neither receive nor give any gifts or gratuities in connection with this Purchase Order or Contract. The Seller's employees are required to conduct company business with integrity and maintain a high standard of conduct in all business-related activities. The Seller shall not participate in any unethical conduct during performance of this Purchase Order or Contract. The Seller shall not engage in any personal, business, or investment activity that may be defined as a conflict of interest, whether real or perceived.

17. DISPUTES

The provisions of this Purchase Order or Contract shall be interpreted in accordance with the laws of the State of Florida without resort to said state's Conflict of Law rule, and in accordance with its fair meaning and not strictly against either party. Pending final resolution of a dispute hereunder, the Seller shall proceed diligently with the performance of this Purchase Order or Contract and in accordance with all the Terms and Conditions contained herein and with the Buyer's direction thereof. The Buyer and the Seller shall each bear its own costs of processing any dispute hereunder. This Purchase Order or Contract excludes application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

18. GOVERNMENT CONTRACTS

For orders placed in support of and charged to a U.S. Government Prime Contract procuring an item meeting the Federal Acquisition Regulation (FAR) definition of a commercial item, the following clauses set forth in the FAR or the Defense Federal Acquisition Regulation Supplement (DFARS) in effect as of the date of the Prime Contract are incorporated herein by reference. In all clauses listed herein the terms "Government" and "Contractor" shall be revised to identify properly the contracting parties under the Purchase Order or Contract.

- (a) Utilization of Small Business Concerns
- (b) Equal Opportunity
- (c) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
- (d) Affirmative Action for Workers with Disabilities
- (e) Subcontracts for Commercial Items and Commercial Components
- (f) Subcontracts for Commercial Items and
- (g) (DoD Contracts) Commercial Components
- (h) Preference for Domestic Specialty Metals, Alternate I (DOD Contracts)

For all other Contracts placed in support of and charged to a U.S. Government Contract (i) the appendices to the Contract will include a list or lists of clauses set forth in the Federal Acquisition Regulation (FAR) or the Defense Federal Acquisition Regulation Supplement (DFARS); (ii) such appended FAR and DFARS clauses are incorporated by reference as if set forth at length herein; and, (iii) the terms "Government" and "Contractor" contained in the FAR and DFARS clauses shall be



revised to identify the Seller and the Buyer respectively.

19. SURVIVAL

All of the provisions of this Purchase Order or Contract shall survive the termination (whether for convenience or default), suspension or completion of this Purchase Order or Contract unless they are clearly intended to apply only during the term of this Purchase Order or Contract

20. COMMUNICATION WITH BUYER'S CUSTOMER

The Buyer shall be solely responsible for any and all communication with the Buyer's customer, and the Seller shall not communicate with the Buyer's customer regarding this Purchase Order or Contract or any related contract without the Buyer's express prior written consent.

21. INDEPENDENT CONTRACTOR STATUS

The Seller is, and shall remain, an independent contractor during the performance of this Purchase Order or Contract, and shall be responsible for all damages and related costs relating to such performance.

22. ORDER OF PRECEDENCE:

In the event of a conflict between these Terms and Conditions and other portions of the Purchase Order or Contract, the order of precedence shall be:

(a) any typed provisions on the face of the Buyer's purchase order specifically modifying the terms of this Contract; (b) these Terms and Conditions; and, (c) any other provisions set forth in the Buyer's Purchase Orders including any terms and conditions stated or referenced therein.

23. FORCE MAJEURE

Neither party shall be liable for default or delay in the performance of any of its obligations (except for any payment obligation) due to Acts of God, fires, explosions, strikes, riots, acts of terrorism, civil or international wars, invasions, refusal by governments to grant import or export licenses or the cancellation thereof, inability to obtain raw materials, components or parts due to Force Majeure, or a contingency of a supplier of goods and services, or any other event beyond the reasonable control of either party.

In event of Force Majeure, the Seller shall make reasonable best endeavors to allocate the available Products and supply the Services to the Buyer.

24. INFRINGEMENT

Seller warrants that the Articles hereby ordered and the sale, resale and use of them will not infringe any United States or foreign patents or trademarks, and the Seller agrees to defend, protect, indemnify and hold harmless the Buyer, its successors, assignees, employees, officers, directors, customer and or users of this product/s against all suits at law or in equity, and from all loss, liability, damage, claims and demands, including costs and expenses, for actual or alleged infringement of any patent or trademark by reason of sale, resale and use of the goods sold hereunder.



25. BANKRUPTCY

Subject to the rights of any trustee in bankruptcy and to applicable law, in the event of the appointment of a trustee, receiver, or liquidator for all or a portion of Seller's property, or for any act of bankruptcy by the Seller as defined in the Bankruptcy Act, as amended, or for any voluntary petition in bankruptcy by contract without further obligation, except that the Seller shall be obliged to pay for any article or services delivered and accepted prior to any of the foregoing occurrences. In addition, if in the Buyer's reasonable opinion the Seller's financial condition is found to be or becomes unsatisfactory to the Buyer to the extent the Buyer reasonably believes that the Seller's performance under this Purchase Order or Contract is jeopardized; the Buyer may terminate this Purchase Order or Contract whether or not the Seller is otherwise in default under this Purchase Order or Contract.

26. PRICE COMPETITIVE

The Seller warrants that the price for the Articles set forth herein does not exceed that price which is charged by the Seller to any other commercial customer purchasing similar services or Articles of like grade and quality.

27. WORK ON BUYER'S PREMISES

If the furnishing of the Articles under this Purchase Order or Contract involves operations by the Seller on the Buyer's premises, the Seller shall take all necessary precautions to prevent occurrence of any injury to person or damage to property during the progress of such work.

Except to the extent that such loss is due solely to the Buyer's negligence, the Seller shall indemnify and hold harmless the Buyer, its successors, assignees, employees, officers, directors, guests and invitees against all loss, damage and claims, including costs and expenses, which may result in any way from any act or omission of the Seller, its agents, invitees, employees or subcontractors. The Seller shall maintain such comprehensive general liability insurance, including coverage for personal injury and property damage, and employer's liability and compensation, occupational safety, and occupational disease laws and regulations. The Seller shall obtain the Buyer's approval of such insurance before commencing work and shall prove to the Buyer with acceptable certificates insurance is valid.

28. APPLICABLE LAWS

This Purchase Order or Contract shall be governed by, subject to and construed according to the Laws of the State of Florida, without making reference to its conflicts of Law's provisions, except that when Federal Common Law of Government Contracts exists on substantive matters requiring construction under this Purchase Order or Contract, such Federal Common Law shall apply in lieu of State Law. The Seller shall comply with all applicable Federal, State and Local Laws. The Contractor consents to the jurisdiction of the Courts of the State of Florida with respect to any legal action commenced therein.

29. ASSIGNMENT

Any assignment or delegation of this Purchase Order or Contract or duties hereunder by the Seller shall be void, unless prior written consent thereto is given by the Buyer. Any monies due, or to



become due hereunder, may be assigned, provided that such assignment shall not be binding upon the Buyer until the assignment Agreement is accepted and acknowledged in writing and shall be subject to any proper deductions or setoffs against such monies.

30. REMEDIES

The remedies provided for in this Purchase Order or Contract shall be cumulative and in addition to any other legal or equitable remedies available to the Buyer. No waiver by the Buyer of any provision of this Purchase Order or Contract or of any right shall constitute a waiver of any breach of such provision or of any other provision or right. No failure or delay by the Buyer to exercise any right, power or privilege hereunder shall operate as a waiver thereof.

31. ACCEPTANCE

The Buyer recognizes that the Seller may desire to utilize its own form of Acknowledgement. Written Acknowledgement of this Purchase Order and or Contract shall be deemed acceptance of the Agreement, and a contract in the Terms and Conditions herein.