



TERMS & CONDITIONS OF SALE

I. Definitions:

- A. Q4 or Q4 SERVICES - Q4 SERVICES, I n c . , 1410 N. Goldenrod Rd., Suite 1, Orlando, FL 32807.
- B. Buyer - the legal entity whose order for goods is accepted by Q4 or that accepts delivery of the goods.
- C. Contract - an agreement or contract for the sale of goods by Q4 to the Buyer. A Contract or agreement shall have been made when the Buyer places an order pursuant to Q4's Quotation and Q4 has notified the Buyer of Q4's acceptance of such order.

II. Application of Terms and Conditions of Sale:

Except for contracts with respect to custom designed mirrors and related equipment, devises, and software, the following Terms and Conditions of Sale shall apply to all Contracts entered between Q4 and the Buyer.

- A. Q4 shall sell and Buyer shall purchase the goods described in the contract and in accordance with, Q4's written Quotation that is accepted by the Buyer, or any written order of the Buyer that is accepted by Q4, subject in either case to these Terms and Conditions of Sale.
- B. Q4's written Quotation may be withdrawn or revoked by Q4 without notice. An order placed with respect to a written Quotation is not binding on Q4 until the order has been accepted in writing by Q4.
- C. The quantity, quality and description of the goods shall be those set forth in Q4's written Quotation (or other documentation if expressly agreed upon by both Q4 and the Buyer). Q4 is not responsible for typographical or clerical errors made in any written Quotation. All dimensions stated in Q4's written Quotation or drawings and specifications pertaining to goods sold by Q4 are approximate and within industry standards.
- D. No different or additional terms or conditions are acceptable by Q4



unless agreed in writing and signed by Q4. Q4 does not assume any duties, obligations, or responsibilities of Buyer to third parties except as expressly agreed upon in writing and signed by Q4. These Terms and Conditions of Sale are:

- (i) exclusive, in lieu of, and override, all other terms and conditions appearing on the Buyer's purchase order or elsewhere; and
 - (ii) apply to and are incorporated in all written Quotations made by Q4, unless specifically stated to the contrary on the face of the Contract.
- E. Prices on the specified goods may be subject to federal, state and local taxes. The Buyer shall pay such taxes imposed on the goods, and all penalties and interest, if any, imposed thereon by a taxing authority. If the Buyer disagrees with such tax, interest or penalties, it shall be the Buyer's responsibility to oppose such tax, interest or penalties, with the imposing tax authority.
- F. Goods shall be produced in accordance with best commercial practices. In the event that Q4's written Quotation is requested in support of a government prime contract, Q4 shall accept only those applicable commercial terms and conditions as defined in FAR 52.212-15.
- G. Packaging and shipping will be in accordance with commercial standards. Delivery is Ex Works (EXW) with title and all risk of loss passing to the Buyer when Q4 delivers the order, or any portion thereof, to the Buyer at Q4's loading dock, at which time the goods shall be deemed delivered to the Buyer. If the Buyer does not specify a preferred method of shipment, Q4 shall exercise its sole discretion in selecting a method of shipment. Q4 uses the services of major common carriers and delivery services and, for foreign orders, freight forwarders. All risks, and costs and expenses, relating to shipment, including freight, insurance, packing, customs expenses, duties, taxes, etc. shall be the sole responsibility of the Buyer. Q4 assumes no responsibility for placing a valuation on a shipment other than the purchase price unless requested to do so by the Buyer.



- H. Buyer shall inspect the goods promptly after receipt and shall notify Q4 in writing of any claims, including claims of breach of warranty, within ten (10) days after Buyer receives the shipment of the goods. Failure of Buyer to give written notice of a claim within the inspection time period shall be deemed to be a waiver of a claim for defective goods, a waiver of the right to reject the goods, and conclusive proof that the goods were received by Buyer without defect(s).
- I. Q4 shall provide Buyer an invoice for each payment and all payments to Q4 shall be in U.S. dollars. If payment is to be made in installments, Q4 may suspend performance if payment of an installment is more than five (5) days late. In the event payment is not received on or before thirty (30) days from Buyer's receipt of invoice, then, without prejudice to any other right or remedy available to Q4, Q4 shall be entitled to:
 - (i) Cancel the contract or, at its sole option, suspend or continue to suspend any further deliveries to Buyer;
 - (ii) Charge Buyer interest retroactively on the amount unpaid from the day on which payment was due at a rate of interest of 12% per annum; and
- J. Buyer grants Q4 an immediate, first and senior purchase money security interest in the goods sold to Buyer. This agreement shall be considered a security agreement under the Uniform Commercial Code and Q4 shall have all of the rights, remedies, and privileges afforded to a secured party under the Uniform Commercial Code of the applicable governing law. Buyer, as debtor, acknowledges that Q4 will record a UCC-1 Financing Statement with the appropriate Secretary of State or UCC bureau to perfect Q4's security interest granted under this section.
- K. If Buyer fails to take delivery of the goods or fails to give Q4 adequate delivery instructions at the time stated for delivery (other than by reason of any cause beyond Buyer's reasonable control), then, without prejudice to any other right or remedy available to Q4, Q4 may:



- (i) store the goods until actual delivery and charge Buyer for the reasonable costs (including insurance) of storage; and
- (ii) invoice Buyer for all of Q4's costs additionally incurred as a result of the delay.

L. Any projected delivery date is Q4's reasonable estimate, based on current and anticipated circumstances. Q4 shall not be liable to Buyer or be deemed to be in breach of the Contract for any delay in performance, or any failure to perform, any of Q4's obligations in relation to the goods, if the delay or failure was due to any cause beyond Q4's reasonable control, including, but not limited to:

- (i) acts of God or natural disaster, including, but not limited to explosion, flood, hurricane, fire, inclement weather, or accident;
- (ii) actual, or threat of, war, terrorism, sabotage, insurrection, civil disturbance or governmental requisition;
- (iii) laws, restrictions, regulations, ordinances, prohibitions, or measures of any kind on the part of any government;
- (iv) import or export regulations; or
- (v) strikes, lock-outs, embargoes or other industrial actions or trade disputes (whether involving employees of Q4 or of a third party).

If the delay is caused by the delay or default of a subcontractor of Q4 and if such delay arises from causes beyond the reasonable control of either Q4 or the subcontractor, Q4 shall not be liable to Buyer in damages for delay. If Q4 is prevented from, or delayed in, performing its obligations the Contract, Q4 shall be given such an extension of time as may be reasonable having regard to the duration of the mentioned events under this section. Either Q4 or Buyer shall be entitled to terminate the Contract by notice in writing to the other party if performance is suspended due to any of the mentioned events for a period longer than six (6) months.

M. No Contract may be cancelled by Buyer except pursuant to an agreement in writing between Buyer and Q4 providing, at a minimum, that Buyer shall indemnify Q4 in full against any and all loss (including loss of profit), costs (including the cost of all labor and materials used), damages, charges, expenses, and reasonable attorneys' fees



incurred by Q4 as a result of Buyer's cancellation.

N. Q4 provides Buyer a limited repair or replacement warranty and warrants only that the goods will be fit for their intended purpose, merchantable, and without material defect in workmanship and materials for the one (1) year period following delivery to Buyer of items subject to this limited warranty. All warranty claims by the Buyer must be received by Q4 within said one (1) year warranty period. A good shall not be considered defective if it is a different color or shade than shown in Q4's drawings and no warranty is made relating to color or shade. All requests of Buyer for warranty work are subject to inspection of the good(s) at Q4's factory in Orlando, Florida. Buyer must ship the goods for inspection to Q4 at Buyer's expense. Ordinary wear and tear will not invalidate Q4's limited warranty, but misuse, improper usage, handling, improper repairs, improper maintenance and care, or accidental, abusive or negligent treatment of the good will invalidate Q4's warranty. Q4 shall not be responsible after delivery of the goods to Buyer for maintenance or support of the goods, only for warranty services. This warranty is not a guarantee that goods will not through use or handling develop wear, tear, and mechanical breakdown from time to time, the repair of which is the sole responsibility of Buyer if beyond the stated warranty period or excluded from warranty coverage for the reasons stated in this section. If a returned good is evaluated and found defective, and the warranty for such good is in force, Q4 will bear the cost of shipping the repaired or replaced good(s) to Buyer; otherwise, all shipping costs will be borne solely by Buyer. In the event return of the good(s) to Q4 for inspection is impracticable, then, at Buyer's sole expense, Q4's representative shall travel to the location where the claimed defective good is located in order to inspect the good. All travel, lodging, ground transportation and meals expenses of Q4 will be pre-approved and paid within five (5) days after the later of the completion of the inspection or the submission of an invoice for such expenses and per diem rates. Q4 shall bear such travel expenses if the good(s) is found defective and covered by Q4's warranty. No statement, remark



or representation of any employee or representative of Q4 may vary this limited warranty unless in writing and signed by Q4.

- O. Buyer is solely responsible for the manner of use of the goods sold by Q4. In addition, Buyer is solely responsible for all signage, labels, and warnings to consumers or users of the goods, and for any and all other acts necessary, including user safety warnings and limitations (e.g., weight, height, age, medical condition limitations), to ensure the safety of the users. Buyer agrees to indemnify, hold harmless, and defend Q4 from actions, claims, losses, liabilities, and judgments of third parties, including customers and suppliers of Buyer and users of the goods sold to Buyer, arising out of or in connection with the use of the goods or resulting from the breach of the provisions in these Terms and Conditions of Sale by Buyer, unless Q4 is the sole cause of the claim. In the event Q4 is required to commence an action to enforce this provision, Buyer shall pay all of Q4's legal costs and expenses, including reasonable attorneys' fees.
- P. UNDER NO CIRCUMSTANCES SHALL Q4 BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, ECONOMIC, RELIANCE, DELAY, OR SPECIAL DAMAGES, LOSSES, LIABILITIES, OR EXPENSES ARISING FROM OR CONNECTED TO THE PURCHASE OF GOODS OR ANY ACTS OR OMISSIONS OF Q4, OR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE GOODS FOR ANY PURPOSE WHATSOEVER. IN ANY AND ALL EVENTS, IF Q4 IS FOUND LIABLE FOR DAMAGES, NOTWITHSTANDING THE LIMITATIONS AND EXCLUSIONS OF THESE TERMS AND CONDITIONS OF SALE, Q4 SHALL NOT BE RESPONSIBLE OR LIABLE FOR DAMAGES TO ANY CLAIMANT, INCLUDING BUT NOT LIMITED TO BUYER AND BUYER'S CONTRACTORS OR CUSTOMERS, FOR CLAIMS IN THE AGGREGATE EXCEEDING THE AMOUNT ACTUALLY PAID BY BUYER FOR THE DEFECTIVE GOODS.
- Q. No rights in intellectual or industrial property (which without prejudice to the generality of the foregoing shall include patents, registered designs, trade marks and copyrights) are hereby granted or licensed



by Q4 to Buyer. Buyer shall keep confidential all software, drawings, technical information, data, diagrams and documents provided by Q4, whether of a commercial or technical nature, and Buyer shall use the same only for the purpose of the Contract and the operation calibration and maintenance of the goods in respect of which they were supplied, and shall not disclose or permit disclosure of the foregoing to any third party without the prior written consent of Q4. Buyer shall not, without the prior written consent of Q4, copy or permit any third party to copy the aforementioned supplied for uses with the goods or any part or parts thereof. Buyer may disclose the intellectual or industrial property of Q4 to its subcontractors and customers as required for the performance of the relevant order, provided that each first agrees in writing to the same obligations imposed upon Buyer under this section relating to intellectual or industrial property. Buyer shall be liable to Q4 for any breach of such obligation by any subcontractor or customer. The provisions of this section are effective in lieu of any restrictive legends or notices applied to intellectual and industrial property. In addition, the provisions of this section shall survive the performance, completion, termination, or cancellation of the Contract. Information disclosed hereunder shall be considered "Proprietary Information" and subject to the terms and conditions of this contract if:

- (i) with respect to information that is in written form, the information is conspicuously marked with a stamp or legend identifying it as "Proprietary," "Confidential," or with a substantially equivalent designation, or subsequently confirmed as being Proprietary Information in a written communication to Buyer; or
- (ii) with respect to information which is in non-written form, the information is orally or otherwise identified to Buyer as being Proprietary Information at the time it is disclosed and subsequently confirmed as being Proprietary Information in a written communication to Buyer.

R. The foregoing restrictions imposed by Section Q upon the use and disclosure of Proprietary Information shall not apply with respect to information that:



- (i) is or becomes available to Buyer without restriction from another source that does not violate any obligation to Q4;
- (ii) which at the time of disclosure is readily available to the trade or the public;
- (iii) which Buyer can establish, by documented and competent evidence, was in its possession prior to the date of disclosure of such Proprietary Information by Q4;
- (iv) is developed by Buyer completely independently of the access provided by Q4 to the Proprietary Information; or
- (v) is disclosed or produced in accordance with an order of a court or governmental agency of competent jurisdiction, provided that Q4 is first given every available opportunity to challenge, appeal or seek modification to such order.

S. Due to the valuable and proprietary nature of the Proprietary Information received from Q4, the obligations assumed by Buyer hereunder shall:

- (i) be unlimited in time or territory; or
- (ii) if it is held by a court of competent jurisdiction that this provision is invalid or unenforceable, shall apply only within those territories within which Q4 then carries on business and only up to 10 years after disclosure of such Proprietary Information. When requested by Q4, Buyer will promptly provide a list containing the full name and address of any person having access to or copies of the Proprietary Information and the reason such access is necessary.



- T. A Contract may not be assigned by Buyer without the prior written consent of Q4.
- U. In the event of an absence of agreement or applicability of these Terms and Conditions of Sale, the rights and liabilities arising out of the Contract shall be determined under the Uniform Commercial Code as enacted in Florida, without application of choice of law rules or the United Nations Convention on Contracts for the Sale of Goods (as to foreign shipments). English shall be the sole language of the Contract and these Terms and Conditions of Sale and all interpretations of words, clauses, and provisions of the Contract and these Terms and Conditions of Sale shall be made by reference to the English language.
- V. If any provision of these Terms or Conditions of Sale or any provision of a Contract is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and remaining part of such provision and all other provisions hereof shall continue in full force and effect.
- W. These Terms and Conditions of Sale and any Contract shall be governed by and interpreted in accordance with law of Florida. Any suit or action between Buyer and Q4 in connection with or arising out of the existence, validity, performance, or termination of these Terms and Conditions of Sale or any Contract (or any terms thereof), which Buyer and Q4 are unable to resolve between themselves, shall be filed exclusively in the courts of competent jurisdiction located in Orange County, Florida.