

3i Tech Works, Inc.

TERMS AND CONDITIONS OF SALE

1. Scope and definitions

1.1. This is an Agreement between 3i Tech Works, Inc (3i), having its registered offices at Fort Lauderdale, Florida, and You (The Customer). "Product" means any products and "Service" means any chargeable or other services described in the Agreement, which 3i agrees to supply to Customer.

1.2. 3i specifically rejects any different or additional terms and conditions proposed by Customer unless specifically authorized by both parties in a separate document.

2. Orders

2.1. By placing an Order, Customer makes an offer to 3i to purchase the Products and/or Services. Any Order shall be subject to acceptance by 3i and 3i may decline any Order in whole or in part, for any lawful reason whatsoever. If 3i accepts Customer's Order, 3i will notify Customer of its acceptance by sending an Order Confirmation.

2.2. While 3i will make every effort to supply Customer with the Products and/or Services listed on the Order Confirmation, there may be occasions where 3i is unable to supply these Products and/or Services, in which event 3i will cancel the Order and refund any money that Customer may have paid to 3i in respect of the Order. Repayment of such monies will be the extent of 3i's liability to Customer if 3i is unable to deliver the Products and/or Services ordered by Customer. Once 3i has sent the Order Confirmation to Customer, Customer may not cancel the Order.

3. Delivery and Shipment

3.1. Subject to these Terms and Conditions, 3i will supply to Customer (but not install) the Products and/or Services indicated on the Order Confirmation.

3.2. Delivery dates which might be specified in the Order, the Order Confirmation, or in any other communication from 3i (whether oral or in writing) are estimates only.

3.3. 3i may make partial shipments of Customer's Orders, to be separately invoiced and paid for when due. Any delay in delivery of any instalment will not relieve Customer of its obligation to

accept the remaining deliveries. 3i shall not be liable for any failure to ship complete orders or for any shipment delay.

4. Risk and Title

4.1. Unless otherwise notified by 3i in writing, title to and the right to retake possession of the Products purchased from 3i shall remain with 3i until all sums owing to it by Customer in respect of the Products shall have been paid in full.

4.2. Risk of loss or damage to all Products hereunder will pass to Customer upon 3i's delivery of the products to its carrier.

5. Acceptance

Unless otherwise agreed in writing all shipments (which for the purpose of this clause shall be deemed to include the contents of packaged Products as well as the packages themselves and the number of packages) shall be deemed correct and undamaged unless at the time of delivery Customer specifies on 3i's copy of the delivery documentation the precise shortfall or error in delivery or inform 3i of such shortfall or error in writing within fourteen (14) days after the original delivery date of the given shipment. Customer's failure to inform 3i in this way shall constitute a waiver of any such claim. All communications with 3i must include the Order Number provided in 3i's invoice, and the exact nature of the discrepancy between the order and shipment in number or type of Products shipped.

6. Price

6.1. The price for the Products and Services will be the price indicated in the Order Confirmation.

6.2. Prices do not include sales tax or other local taxes or duties (collectively "Taxes"). All Taxes, if any, due on account of purchases hereunder shall be paid by Customer.

7. Payment

All sums due shall be paid in full by Customer by the time of shipment. Service charges shall be paid in full by Customer on or before the inception date of each periodic charge, without proration for cancellation.

8. Data protection

By placing an Order, Customer agrees and understands that 3i may store, process and use data collected from Customer's Order form or phone/fax/email Order for the purposes of processing the Order. 3i shall protect Customer's information in accordance with the 3i Customer Privacy Policy.

9. Proprietary rights

Customer shall not use 3i's name, logo, trademarks, trade names, trade dress, design, look and feel or other proprietary rights (together "Proprietary Rights") in any of its advertising, communications, publications or other work without the prior written permission of 3i. Customer must not remove, obfuscate, deface, cover or alter any 3i mark or other mark nor add any 3i mark or other mark to any materials provided by 3i nor to any Product or its packaging. Neither Customer nor its agents will register or use any trademark that may cause confusion with 3i Proprietary Rights.

10. Software license

10.1. In this Agreement "Software" means any Product which is software including without limitation operating systems, bundled software, stand alone software and downloadable software.

10.2. Customer shall be responsible for ensuring that any Software or Product solution ordered by Customer is suitable for Customer's requirements and is compatible with Customer's existing systems (hardware and software) and practices.

10.3. Customer acknowledges that products often contain not only hardware but also software, including but not limited to operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and be protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Product, if any, and the applicable patent, trademark, copyright, and other intellectual property laws. Purchaser shall not separate any end-user license from a Software Product.

10.4. All Software is licensed to Customer on the terms and conditions of the applicable license agreements accompanying the Software. In addition to any obligations or restrictions set forth in the accompanying license agreement, Customer shall not copy a Software except for back up or for archival purposes, and Customer shall promptly affix to any such copy the same proprietary and copyright notices as were affixed to the original. Except to the extent permitted by law, Customer shall not duplicate, disassemble, de-compile, reverse engineer, modify, create derivative works, or otherwise change a Software or its form. Customer may use Software that are incorporated in or packaged with an hardware Product solely in connection with the authorized use of such hardware Product, and shall have no other rights with respect to the Software.

11. Export control

3i's products and services are offered for sale and usage solely within the United States of America.

12. Warranty

12.1. One (1) year limited warranty on 3i-branded hardware Products – All new 3i-branded Hardware products carry a one-year limited warranty against defects in materials and workmanship.

Such warranty terms and conditions are also contained in the 3i hardware box. The 3i limited warranty covers 3i-branded hardware products only. It does not cover Software, Services or third parties' products and/or services. Purchaser shall not be entitled to make any claim against 3i in respect of the breach of the 3i limited warranty unless the claim is made within one (1) month of discovering or learning of the defect. 3i shall not accept any liability for loss of data caused by warranty service.

12.2. 3i Software is offered as-is without warranty.

12.3. Third-party products, specifically including availability of cellular data connections, are available "as is" and without warranty from 3i.

12.4. 3I MAKES NO OTHER WARRANTY TO CUSTOMER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS AND SERVICES, TO THE FULLEST EXTENT PERMITTED BY LAW, 3I SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AS WELL AS ANY STATUTORY WARRANTY ON HIDDEN DEFECTS.

13. Telephone Support / Contacting 3i – For more information please call xxx/xxx-xxxx or contact us at support@3itechworks.com.

14. Limitation of Liability

14.1. These terms and conditions set out the full extent of our obligations and liabilities in respect of the supply of the Products (and performance of telephone support and warranty services) and the performance of any Services.

14.2. There are no warranties, conditions or other terms that are binding on us except as expressly stated in the Contract.

14.3. Subject to clause 14.5, the maximum aggregate liability of either party to the other on all claims of any kind under or related to this Agreement, whether in contract, warranty, condition, tort, strict liability, statute, or otherwise, SHALL BE LIMITED TO THE SUM PAID TO 3I FOR THE PRODUCT OR SERVICE IN QUESTION. IN NO EVENT SHALL ALL RECOVERIES, WHETHER BASED ON A SINGLE CLAIM OR ON SEVERAL CLAIMS, EXCEED ONE THOUSAND DOLLARS (\$1,000).

14.4. Subject to clause 14.5, IN NO EVENT WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, CONDITION, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING LOST BUSINESS PROFITS OR REVENUE, LOSS OF CONTRACTS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. The limitations set forth in clauses 14.3 and 14.4 shall not apply to (i) any claim by 3i against Customer for violation of intellectual property rights, or (ii) for payment of the amount due to 3i by Customer for Products

and Services purchased under the Agreement. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM AGAINST 3i UNDER OR RELATED TO THIS AGREEMENT. Customer waives and relinquishes any right or claim that might arise out of 3i's refusal to accept Customer's Order.

14.5. Nothing contained in this Agreement shall exclude or restrict Customer's rights in relation to the Products and Services to be supplied under the Agreement where to do so is unlawful pursuant to Mandatory Consumer Law.

15. Governing law / Jurisdiction

This Agreement shall in all respects be governed by and interpreted under the laws of the State of Florida and the parties submit to the exclusive jurisdiction of the courts of the State of Florida. Notwithstanding the foregoing, 3i reserves the right to institute proceedings against Customer in the courts having jurisdiction in the place where Customer has its seat or in any jurisdiction where a harm to 3i is occurring.

16. General Terms

16.1. Force Majeure – Other than for the requirements to make payment when due, neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to unforeseen circumstances or to causes beyond such party's control. In the event of any such delay, performance of the affected obligation shall be suspended for a period equal to the time of such delay except that in the event that the delay continues for more than two (2) months, 3i may elect to terminate this Agreement with immediate effect without incurring any liability.

16.2. No waiver – The waiver by either party of any default by the other party shall not waive subsequent defaults by such other party of the same or different kind.

16.2. Severability – If any of the provisions, either in part or in full, of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable or invalid, such provision shall be enforced to the maximum extent possible or permissible and this Agreement will be adjusted, if possible, so as to give maximum effect to the original intent and economic effect of the parties with respect to the unenforceable provision and the remaining portions of this Agreement shall remain in full force and effect.

16.3. No assignment – Customer may not assign this Agreement nor any Order related thereto and Customer may not delegate its duties under the Agreement without 3i's prior written consent which shall not be unreasonably withheld. 3i may assign the Agreement without Customer's consent provided that such assignment is to an affiliated company forming part of the 3i group of companies.

16.4. Modification – No modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party.