



SALES AND SERVICES TERMS AND CONDITIONS

Updated January 1, 2019

1. **GENERAL:** All Purchase Orders are subject to acceptance by JANTECH SERVICES, Inc. (Jantech) These terms and conditions supersede and replace in their entirety any and all terms and conditions set forth on the face or reverse side of any Purchase Order or other document presented by Customer, except for the specific terms of the Purchase Order setting forth the price, quantity, and delivery location. All Purchase Orders placed with Jantech for Products and/or Service(s) shall be subject to availability and Customer's favorable credit status with Jantech. **THE CONTRACT FOR SALE OF PRODUCTS AND/OR SERVICES IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN WRITING BY JANTECH.**

2. **PRICES:** All prices in the quotation are firm for products and/or services ordered within thirty (30) days from the date of the quotation, delivery as specified in the quotation. If Customer requests re-confirmation of prices in a quotation, recertification must be in writing from Jantech, otherwise, prices may escalate. Prices stated in the quotation do not include either installation, freight, or handling charges unless these items are specifically listed and priced in the quotation. If Jantech is required to pay or collect any tax, excise, duty or levy, an additional charge will be made and paid by the Customer unless Jantech is furnished with a proper exemption certificate. Prices stated in the quotation are F.O.B. shipping point (unless otherwise stated) and title and risk of loss to each article sold by Jantech to Customer shall pass to Customer upon shipment from the F.O.B. shipping point. If credit card purchase is requested/required customer must add 3% to the invoice total price for transaction processing fees.

3. **PAYMENT:** Customer will be invoiced on date of shipment for all deliverable items of hardware and services. Each shipment will be considered a separate transaction and payment shall be made accordingly. Applicable taxes and/or freight and handling charges will be billed as a separate line item. Payment of these invoices is due within thirty (30) days of the invoice date. Payment to Jantech shall not be contingent on third party payments to Customer. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. If Jantech places Customer's account in the hands of an agency or a law firm for collection by legal action, Customer will pay an additional charge equal to the costs of collection including agency and attorneys' fees and court costs incurred to the extent permitted by laws governing these transactions. In case any invoice is not paid when due, Jantech shall be entitled to discontinue any services work, discontinuation of Services does not relieve the Customer of its obligation to pay for the Services previously rendered.

4. **CANCELLATION/TERMINATION/CHANGE: Products:** The Customer may not cancel or terminate a purchase order without prior written notice to Jantech and upon payment of cancellation charges which shall take into account, among other things, expenses already incurred and commitments made by

Jantech. Cancellation charges are as follows: Stock items: a 25% cancellation fee will be billed once any stock item is shipped to the customer. All freight charges to and from customer will be paid by the customer. Items returned must be in original packaging boxes, crates, container, etc. and subject to inspection for like new, damage free condition. Any damage or compromise as to the resale condition of returns will be subject to addition charges. Custom / Special Order Items: Cancellation of any order of custom or special order items which occurs more than 72 hours after placement of order shall result in a 100% cancellation fee. **Services**: Either Jantech or the Customer shall have the right to terminate a Services Agreement in whole or in part at any time and for any reason, upon 30 days prior written notice of the party's intent to terminate. Said notice will specify the date of termination. If Jantech terminates the Services Agreement, Jantech shall refund to the Customer a prorated amount of any pre-paid amounts, less any amounts owed to Jantech by Customer. If Customer terminates the Services Agreement Jantech, at its discretion, will provide Customer with a credit against any advance payments made, less any actual cost of Services completed or prorated amount, whichever is higher.

5. **SHIPMENT**: Shipment estimates are after receipt of Customers Purchase Order by Jantech. If "Customer approved drawings to release for manufacture" are required by Customer then shipment estimates are after receipt of written approval to proceed. When equipment is ready to ship from manufacturer if the Customer cannot accept delivery of equipment, the Customer will arrange for storage at the Customers expense. Title and risk of loss to each piece of equipment sold by Jantech to Customer shall pass to Customer upon shipment from the F.O.B. point; Jantech shall not be liable or responsible for any damages or loss for delay or default in delivery due to any cause beyond Jantech's reasonable control, nor shall Customer cancel or have the right to cancel Its purchase order because of delays or default in delivery due to such causes.

6. **NEW PRODUCT LIMITED WARRANTY**: New Products warranty are passed "as is" from the applicable manufacturer, and any enforcement of such warranties shall be between Customer and the manufacturer. Jantech assumes no responsibility for any damage or injury to person or property except such damages or injury that may be held to result solely and directly from or out of (a) any willful misconduct on the part of Jantech or (b) any grossly negligent performance by Jantech of its obligations under these terms and conditions.

THE FOREGOING WARRANTY IS EXCLUSIVE AND JANTECH MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE PRODUCTS AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. JANTECH SHALL HAVE NO RESPONSIBILITY FOR ANY PARTICULAR APPLICATION MADE OF ANY PRODUCT.

7. **SERVICES LIMITED WARRANTY**: Jantech shall perform all Services work in a professional and workmanlike manner, that said work shall be performed in accordance with recognized professional standards customary in the industry in which the Services are being performed.

Jantech will warranty all replacement parts sold for a period of 90 days (Unless component manufacture has conveyed longer warranty coverage). All labor performed by Jantech is warranted to be free from defects for a period of One (1) year unless otherwise stated in writing.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND JANTECH MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO SERVICES AGREEMENTS AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED.

8. **FORCE MAJEURE:** Jantech shall not be liable to Customer for any failure to perform or delay or failure of delivery due to any cause beyond Jantech's control, including, without limitation, act of God, act of Customer or any of its representative, embargo, act of governmental authority, or other government act, regulation or order, fire, accident, strike, slow down, other labor difficulty, war, riot, delay in transportation or delay in inability to obtain necessary labor, materials, fuel, or manufacturing facilities from usual sources or energy shortages. In the event of any such delay, the date of delivery shall be extended for a period reasonably necessary to overcome the effect of such delay, and, if such delay is caused by act of Customer or any of its representatives, Jantech shall be reimbursed for any additional costs arising from such delay.

9. **REGULATORY LAWS AND STANDARDS:** Jantech makes no promise or representation that the Products will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing by a duly authorized officer of Jantech. Prices do not include the cost of any inspection or permits.

10. **CHANGES AND DRAWINGS:** Jantech reserves the right to change or modify the specifications, design, drawings and construction of any products and to substitute other suitable material. If drawings are furnished, they are submitted only to show general style and arrangement of the products except as otherwise agreed to by Customer and Jantech in writing.

11. **INTELLECTUAL PROPERTY:** Subject to the conditions set forth in this section, the Product Manufacturer shall at its own expense, defend or, at its option, settle any claim, suit or proceeding brought against Customer alleging that the Products or any part thereof furnished by Jantech infringes any US patent, copyright or trademark. Manufacturer shall pay, subject to the limitations of this section, all damages and costs awarded in such claim, suit or proceeding. Manufacturer's obligations under this section shall be effective only if Customer shall have made all payments due Jantech and gives Jantech prompt notice and full authority, information and assistance for the defense of such claim, suite or proceeding. If a Product or any part thereof becomes the subject of such claim, suit or proceeding, Jantech may at any time thereafter, at its option and expense: (1) procure for Customer the right to continue use of such Product or part thereof: (2) replace such Product with a non-infringing product or part: (3) modify such Product to eliminate the alleged infringement; or (4) accept the return of such Product and give Customer a full refund of the price of the affected Products in lieu of any other obligations or responsibilities. Jantech shall have no liability for any infringement arising out of: (i) the combination of any Product with any other product whether or not furnished to customer by Jantech, (ii) the modification of any Product unless such modification was made by Jantech: or (iii) any

information, data, service or application assistance furnished to Customer by Jantech. Jantech shall not be liable for any costs or expenses incurred without Jantech's written authorization, including settlement of any such claim, proceeding or suit. The foregoing states, the entire responsibility of Jantech and the exclusive remedy of customer, with respect to any alleged intellectual property right infringement or violation by a product. No sale under these TERMS AND CONDITIONS shall convey any license by implication, estoppels or otherwise under any proprietary or patent right of Jantech.

12. **LIMITATION OF LIABILITY:** Notwithstanding anything in any Agreement between Jantech and Customer or otherwise to the contrary, in no event shall Jantech or Customer, or their respective officers, directors, employees or agents be liable to the other for any incidental, indirect, special or consequential damages, such as, but not limited to, delay damages, lost profits or revenue, lost data or lost opportunity damages, resulting from or in connection with any claim or cause of action, whether brought in contract or in tort, even if Jantech or Customer knew or should have known of the possibility of such damages. JANTECH'S MAXIMIUM LIABLITY FOR DAMAGES WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT OR SERVICES WHICH IS THE SUBJECT OF THE CLAIM.

13. **INSURANCE:** Jantech at its own expense shall maintain in full force and effect policies of Commercial Liability Insurance (including contractual liability, bodily injury, property damage and products/completed operations liability), Automobile Liability Insurance for all owned vehicles and 'rented for work' vehicles, Workers Compensation Insurance, Professional Liability, Pollution, E + O and Fiduciary Insurance in accordance with the Law's Requirements of the State where the Services work is performed.

14. **GOVERNING LAW:** The sale of Products and/or Services by Jantech to Customer and these Terms and Conditions shall be governed by and interpreted in accordance with the law of the State of Florida without regard to the principles of conflicts of law, provided that any questions regarding copyright, trademark, patent or intellectual property or trade secret matters shall be determined in accordance with federal law. Any litigation arising in connections with the Order shall be brought exclusively in a court of competent jurisdiction in the State of Florida.

15. **EXPORT CONTROLS:** Jantech is selling the Products to Customer for either resale or use within the United States. If Customer chooses to export any Product (or any technology related thereto), Customer shall be responsible for complying with all applicable US export laws and regulations and all amendments., modifications or additions thereto, including the United States Export Administration Act as amended, the Export Administration Regulations, as amended and all laws and regulations related to re-export. Customer shall indemnify and hold Jantech harmless from all liabilities, damages, costs and expenses arising from or connected with any breach of Customer's obligations under this section.

16. **NO-WAIVER:** No waiver of, or the failure of Jantech to require strict compliance with or enforce any provision of these terms and conditions shall be deemed to be a waiver of Jantech's right to insist upon strict compliance or to enforce any or all provisions of these terms and conditions.

17. **NOTICES:** All notices and other written communications in connection with these terms and conditions or any order shall be in writing and shall be sent by certified or registered mail, return receipt

requested, with all postage prepaid in the case of Jantech Services, Inc., 11315 Challenger Ave, Odessa, FL 33556 to the attention of Jay A Nizborski and in the case of Customer, to the address set forth on its order, or to such other address as may be specified by such party by notice in accordance with this section. If Jantech and Customer mutually agree, business communication between the parties, including, but not limited to, Purchase Orders, invoices, and payment may be submitted electronically. In such case the parties will agree, in writing upon supplemental terms and conditions, including technical standards, for the exchange of such items.

18. **ASSIGNMENT:** Customer may not assign any of its rights or interest under these terms and conditions without the prior written consent of Jantech.

19. **CONFIDENTIALITY:** “Confidential Information” shall mean any information or materials which Customer received from Jantech in connection with these terms and conditions and which is marked “Confidential” or “Proprietary” or is of such a nature as should reasonably be expected to be confidential or proprietary Customer shall have a duty of confidentiality with respect to the Confidential Information. Except as expressly provided in these terms and conditions, Customer shall not disclose and shall take all necessary or appropriate efforts to prevent the inadvertent disclosure of the Confidential Information to any third party. Customer shall use the Confidential Information only in connection with the purchase of the Products under these terms and conditions. Customer shall have no duty of confidentiality with respect to any information Customer receives in connection with these terms and conditions and which (1) at the time of its disclosure, is in the public domain, (2) Is independently developed by Customer, (3) Is expressly approved for release by Jantech, or (4) is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided Customer promptly notifies Jantech before disclosing such information so as to permit Jantech a reasonable opportunity to secure a protective order. Customer’s duty of confidentiality under this Section shall continue for a period of three years after any termination or cancellation of the order to which these terms and conditions relate.

20. **ENTIRE AGREEMENT:** These terms and conditions contain all of the terms and conditions governing the sale of the Products as set forth in these terms and conditions and may not be modified or amended except by an agreement duly executed by the parties.

22. **SEVERABILITY:** If any provision of these terms and conditions shall be adjudged by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of this agreement but the effect shall be confined to the provision as to which such adjudication is made.

Accepted By

Jantech Services Inc.
Name and Title

Date

Printed Name

Customer
Name and Title

Date

Project Name

Associated Customer PO Number