

SHIN GROUP TERMS AND CONDITIONS OF SALE

CUSTOMER TERMS AND CONDITIONS – customer and supplier agree that the terms and conditions hereof shall govern, notwithstanding any term or conditions on customer's order. Any conflicting statements or terms listed on Customer's invoices, confirmation, or other Customer generated documents are negated by acceptance of this document and all different or additional terms and conditions contained in any Customer documents are hereby objected to by Supplier. Supplier's performance of any contract is expressly made conditional on Customer's agreement to Supplier's terms and conditions of sale, unless specifically agreed to in writing by Supplier. In the absence of such agreement, commencement of performance and or delivery shall be for Customer's convenience only and shall not be deemed or construed to be acceptance of Customer's terms and conditions, or any of them. If a contract is not earlier formed by mutual agreement in writing, acceptance of any items shall be deemed acceptance of terms and condition stated herein. Supplier'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.

INSPECTION; NOTICE OF DEFECTS – Customer shall have 7 (seven) days after receipt of the items to inspect and examine such items. If Customer, within such period, determines that the items are defective and/or nonconforming, Customer shall immediately notify Supplier. Notice of claims must be made by written notice to Supplier within 7 (seven) days after receipt of the items. Failure to notify of defects and/or nonconformities will be conclusively presumed that the equipment was as ordered, was received in good condition and is accepted. No returns will be accepted without a Return Merchandise Authorization given by an authorized sales manager of Supplier. Returns of items may be subject to restocking fee and/or the cost for replacing any missing or damaged items and packaging.

LIMITED WARRANTY – The items may be covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, as set out in the Supplier's sale order confirmation, which warranty is expressly in lieu of any other warranty, express or implied, of or by the supplier or the manufacturer. EXCEPT AS SPECIFICALLY STATED HEREIN, THE SUPPLIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATIONS OF LIABILITY – The liability of Supplier for claims, losses, damages and expenses from any cause whatsoever, regardless of the form of action and whether in tort, contract or otherwise, shall not exceed the lesser of (i) the direct damages proven, or (ii) the purchase price of the item that directly gave rise to the claim. In no event shall Supplier be liable for (i) special, direct, consequential or punitive damages including but not limited to labor costs incurred by Customer or (ii) any damages whatsoever resulting from loss of use or profits arising out of or in connection with items sold hereunder. THE SUPPLIER'S OBLIGATION TO REPLACE OR REFUND AS SET FORTH HEREIN IS THE CUSTOMER'S EXCLUSIVE REMEDY. Items sold by Supplier are not authorized to be used in life support equipment or for applications in which personal injury or death is likely to occur. Any such use or sale of items sold by Supplier is at the sole risk of Customer, and Customer agrees to indemnify and defend Supplier against and hold Supplier harmless from all damages, cost, and expenses, including without limitation attorney fees and costs relating to any lawsuit or threatened lawsuit arising out of such use or sale.

PRICES – Unless otherwise specified hereunder, Supplier reserves the right to increase the selling price of any and all items ordered by Customer prior to shipment from Supplier's place of business upon announcement of an increase in Supplier's cost of such items by the relevant manufacturer. The selling price quoted herein shall upon such increase in price by the relevant manufacturer be increased by a percentage equal to the percentage of increase in Supplier's cost for the items and Customer agrees to pay in such increased price in accordance with terms of hereof.

DELAY IN PAYMENT AND/OR DEROGATION TO CUSTOMER'S CREDABILITY – In any case of delay in payment of an invoice by more than five (5) business days, all other Supplier's invoices, shall immediately become due and payable upon Supplier notice; in addition, in such case, or in any other case which may, in accordance with the Supplier's sole discretion, adversely affect the Customer's creditability, the Supplier shall be entitled, upon its sole discretion, to: (i) cancel, stop and/or withhold the supply of all items and/or components ordered by the Customer from the Supplier (under the delayed invoice or otherwise), or any part thereof, without any liability to the Customer; and/or (ii) change the payment terms applicable to all Customer's existing and/or future Purchase Orders, upon its sole discretion, notwithstanding any prior agreement entered into by the parties (if any), with immediate effect, by serving a written notice to the Customer, in order to reflect *inter alia* the increase of the collection' risks attributed to such Purchase Orders and any additional costs attributed to delays in payment. The remedies set out in this Section are without derogating of any of the Supplier's rights and/or remedies in accordance with these terms and condition or otherwise.

NCNR – All items identified in order are "NCNR Products". By accepting hereby conditions, customer acknowledges that the items in the hereby order may not be (1) cancelled, (2) rescheduled without Supplier's prior written approval, (3) may not be returned, except for items failure under an applicable manufacturer warranty (if any).

TECHNICAL ADVICE AND DATA – Any technical advice offered or given in connection with the use of any items in an accommodation to Customer without charge, and Supplier shall have no responsibility or liability whatsoever for the content or use of such advice. Without Supplier's prior written consent Customer shall not use duplicate or disclose any technical data delivered or disclosed by Supplier to Customer for any purpose other than for installation, operation or maintenance of items purchased by Customer.

TAXES – Supplier's price does not include sales, use, excise or similar taxes. Accordingly, Customer shall in addition to prices specified by Supplier, pay any sales, use excise tax attributable to the sale of items covered hereby, or in lieu thereof, provide Supplier with tax exemption certificate acceptable to the taxing authorities. Customer shall indemnify and hold Supplier harmless from any and all sales or use taxes upon items sold by the Supplier to the Customer.

RISK OF LOSS – Delivery shall occur and risk of loss shall pass to Customer upon delivery of the items by Supplier to a common carrier at the point of shipment. Transportation shall be at Customer's sold risk and expense and any claim for loss or damage in transit shall be against carrier only.

TERMS – A finance charge of 1.5 % per month plus reasonable attorney fees and collection costs will be added to all invoices not paid within specified terms. Acceptance of any partial payment shall not constitute waiver of Supplier's right to payment in full of all amounts owing from Customer to Supplier.

DELIVERY – If an estimate of time of shipment or delivery has been made in a proposal, Customer understands that it is approximate only and will begin to run on the date of Supplier's acceptance of Customer's purchase order and receipt of all specifications; except that in the case of special terms considered nonstandard by Supplier, the time for delivery will begin to run on the date on which Supplier receives complete information necessary. All estimated shipping dates are subject to delay caused by manufacturer's lead times, Customer, provided testing materials, civic insurrection, war, fire, strike, labor stoppage, acts of God, shortage of fuel, energy or materials, the establishment of any priority systems by the USA or any of its agencies, market unavailability, or any other factor or cause beyond Supplier's control, none of which factors or cause shall give rise to any liability on Supplier's part whatsoever, including loss of use for any indirect or consequential damages. The supplier reserves the right to cancel without liability any Purchase Order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. Supplier reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any item which is in short supply.

The Customer acknowledges that SHIN may bear material costs in cases of delay in release and/or pick up of the items at SHIN's Warehouse. Accordingly, and without prejudice of SHIN Group's right to claim additional damages, the Customer shall pay SHIN Group liquidation damages at the amount of 10% of the full purchase price of the Items, per each calendar week of delay in release and/or pick up of the items at SHIN's Warehouse.

INSURANCE – Customer shall at all times maintain general liability, product liability and property damage insurance coverage, including, without limitation, with respect to the delivery of the items to the customer at the named place of destination as set out in the applicable Purchase Order or Sale Order Confirmation, under policies issued by an insurance carrier properly licensed to do business in the jurisdictions where Customer conducts its business, in such amounts as are necessary to protect both Supplier and Customer from such risks and from any claims under applicable laws, rules and regulations. At Supplier's request, Customer shall furnish

Supplier with an insurance carrier's certificate evidencing all of such insurance described herein

RETENTION OF TITLE

Ownership of all goods delivered by SHIN Group ("the Seller") to the Buyer shall remain vested in the Seller until the Buyer has made full payment of all amounts due under the relevant sales agreement, including the purchase price, applicable taxes, and any additional costs. Until full payment is received: (1) The Buyer shall store the goods separately from other items, label them as the property of the Seller, and maintain them in good condition. (2) The Buyer shall not pledge, transfer as security, or otherwise encumber the goods in any way. (3) If the Buyer resells the goods in the ordinary course of business, the Buyer assigns to the Seller, as security, all claims arising from such resale, up to the amount due to the Seller. The Seller hereby accepts such assignment. In the event of non-payment, insolvency, or breach of contract, the Seller retains the right to reclaim the goods. Such reclamation shall not constitute a termination of the sales agreement unless explicitly stated by the Seller. Risk of loss or damage to the goods shall pass to the Buyer upon delivery, notwithstanding the Seller's retention of title.

CONFIDENTIALITY – Customer and any third party on its behalf shall maintain all oral or written information delivered to it with respect to a Quotation, Purchase Order and/or Sale Order Confirmation in full confidentiality. This obligation shall remain in force until the confidential information shall become public knowledge or upon receiving Supplier's written approval for its release. Upon Supplier's request, Customer's employees, consultants and subcontractors shall sign a specific non-disclosure agreement.

SEVERABILITY – The parties agree that each provision contained in these Terms and Conditions of Sale shall be treated as a separate and independent clause and the unenforceability of any one clause shall in no way impair enforceability of any other clause hereof. Moreover, if on or more of the provision contained in these Terms and Conditions of sale shall for any reason be held to the unenforceable, the remaining provisions shall be construed by the appropriate judicial body by limiting and reducing such unenforceable provisions, so as to be enforceable to the extent compatible with the applicable law.

NO THIRD-PARTY BENEFICIARIES - This terms and conditions of sale are intended solely for the benefit of the parties. In no event will any third party have any rights in relation to this terms and conditions of sale or any right to enforce the terms hereof.

ASSIGNMENT- Neither this terms and conditions nor any right and/or remedy granted hereunder, or otherwise, including by statute of law, with respect to any of the items supplied by the Supplier, are assignable by Customer to any third party, including, without limitations any of the Customer's customers and/or end users, without the prior written consent of the Supplier; any attempt to do so shall be void.

INTEGRATION – The terms and conditions of sale set forth herein; including all exhibits hereto, represent the entire agreement between the parties with respect to the subject matter hereof and will supersede all prior understandings, written or oral. Modifications hereto shall be binding only if in writing and signed by the Supplier and Customer.

CHOICE OF LAW; VENUE – This Agreement shall be governed by the laws of the State of Florida. Venue for any litigation instituted hereunder shall be in state courts located in Broward County, Florida, or Miami-Dade, County, Florida or in the federal district court for the South-East District of Florida.

ATTORNEY'S FEES – In the event of any litigation hereunder, Supplier shall be entitled to recover all fees, legal fees, attorney fees, collection fees, court costs, or any other associated costs incurred by Supplier as a result of any dispute with Customer.

JURY TRIAL WAIVER – Customer and Supplier hereby waive the right to trial by jury of any cause arising from the agreement or relating to any items sold hereunder.

EXPORT CONTROL; USE OF ITEMS – By accepting invoiced items, Customer is agreeing and does hereby represent and certify that no items purchased through Supplier will be used for or in the design, development or production of items, or for any end use prohibited by the U.S. Export Administration Regulations (Part 744). In addition, Customer certifies that no items purchased from Supplier will be exported or re-exported, directly/indirectly, diverted, or transshipped to or via any embargoed country supporting terrorist activities, nor to any other country subject to embargo or special export controls under the Export Administration Regulations, nor in the future, without assuring compliance with such special export control as required by the U.S. Department of Commerce, Bureau of Export Administration and/or the Office of Foreign Asset Controls.