



Terms and Conditions of Sale

The following terms and conditions of sale shall apply to all products (and related services) sold, provided or supplied, whether domestically or internationally, by "DITEK" (Diversified Technology Group, Inc. located at 1720 Starkey Road, Largo, Florida 33771). The purchasing entity, party placing an order, and/or buyer shall be referred to herein as the "Customer".

1. **ORDER ACCEPTANCE:** Order(s) issued by Customer to DITEK are not binding to DITEK unless DITEK communicates its acceptance of such order(s) in writing (or through similar communications such as via a contemporaneous email sent by DITEK). DITEK reserves the right, at its sole discretion, to refuse orders. A minimum order of \$100 is required. Acceptance of Customer order(s) shall represent DITEK's binding agreement between DITEK and Customer. DITEK rejects all terms of any purchase order issued except those relating to identification of products, price, and quantity. No changes or additions stated by Customer in its order or otherwise shall be binding upon DITEK unless expressly agreed to in writing by DITEK. By placing an order with DITEK (and independently, by accepting product from DITEK), Customer agrees that the parties will submit to and be governed by these Terms and Conditions of Sale.
2. **ITEMS PURCHASED:** Product purchased and sold to Customer, unless otherwise agreed to in writing by DITEK, shall be DITEK's standard products as specified in DITEK's quotation or acknowledgement.
3. **RETURNED GOODS:** Except as provided with DITEK's warranty returns policy, a return material authorization (RMA) must be obtained prior to returning product to DITEK. Returned product must be in the original and un-opened packaging, in saleable condition, and product must have original invoice date not older than 6 months from return request. Product must be shipped freight prepaid to DITEK, and received within 60 days from the RMA approval date. Product returned without the appropriate return material authorization will not be accepted by DITEK and will be returned to the Customer. DITEK reserves the right to inspect product prior to authorizing their return. Upon receipt of the returned product, DITEK will issue credit to Customer in an amount equal to the original billing price or current price of the product, whichever is lower, and reserves the right to charge a re-stocking fee to the Customer.
4. **SHIPMENT/DELIVERY:** Customer acknowledges that DITEK's shipping dates are estimates and are subject to change by DITEK. Unless otherwise agreed to in writing by DITEK, delivery terms shall be F.O.B. Seller's shipping point. DITEK reserves the right to make partial shipments. Risk of loss or damage and responsibility to insure product shall pass from DITEK to Customer upon delivery to a carrier for shipment to Customer. Any claims for shortages or damages suffered in transit are the responsibility of Customer and shall be submitted by Customer directly to the carrier. Shortages and/or damages must be acknowledged and signed for at the time of delivery. If products are held by DITEK for Customer at Customer's request or due to Customer's failure to supply shipping instructions, DITEK may invoice Customer for the full purchase price of the product and Customer agrees to make payment. Product held for Customer by DITEK, for whatever reason, is held at Customer's risk and Customer shall reimburse DITEK for any insurance, storage or other costs incurred by DITEK.
5. **PRICES:** Prices quoted by DITEK shall remain in effect for the period stated in DITEK's quotation or acknowledgement, or, if none stated, thirty (30) days after the date of same. If DITEK does not receive, within such time period, an unconditional authorization from Customer to ship product, DITEK shall have the option to change the price for such product to the current price at the time of shipment. Prices do not include taxes and duties imposed on the manufacture, sale, delivery, or use of the product.
6. **PAYMENT TERMS:** Payment is due in U.S. currency net thirty (30) days from the date of DITEK's invoice. Any payment not made when due shall be subject to an interest charge at the maximum rate permitted by law. Partial shipments of product will be invoiced and are payable as they occur in accordance with these terms.
7. **BUSINESS INTERRUPTION AND DELAYS:** DITEK shall not be liable or responsible for cost, expense or damage due to non-performance or a delay in performance where such non-performance or delay is due to causes beyond its reasonable control, including, but not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, labor disputes, riots, acts of war, epidemics, or material and transportation shortages. Shipping of product may be suspended for an appropriate period of time or canceled by DITEK upon notice to Customer of the foregoing, but other DITEK and Customer performance hereunder shall otherwise remain unaffected.
8. **EXCLUSIVE AND LIMITED WARRANTY:** DITEK's standard limited warranty is the only warranty applicable to the sale of DITEK's product and its terms, conditions and limitations are incorporated by reference herein. DITEK's limited warranty may be modified only by a writing signed by a duly



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authorized officer of DITEK; Customer assumes all other responsibility for use in combination with other goods whether supplied by DITEK or otherwise. Customer acknowledges that any technical advice furnished by DITEK with respect to the use of the products is given without charge and DITEK assumes no obligation or liability to Customer for the advice given or results obtained; all such advice is given by DITEK and accepted by Customer at Customer's risk.

SELLER'S LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE OF THE GOODS HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS, OR OTHERWISE AND WHETHER OR NOT THE GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.

DITEK's limited warranty obligations are conditioned upon timely receipt of all payments in accordance with the payment terms specified herein. During the period any amounts are overdue from Buyer, Seller shall have no obligations under this limited warranty and other provisions herein which are affected by such conditions shall be null and void.

9. PATENTS AND COPYRIGHTS: DITEK warrants that products manufactured by DITEK provided hereunder do not infringe upon any valid U.S. patent or copyright in existence on the date of shipment. DITEK shall have no liability to Customer with respect to any claim patent and/or copyright infringement based upon: (a) Combination or utilization of products furnished under this Agreement with equipment or devices not manufactured by DITEK (b) the modification by Customer of products furnished under this Agreement, (c) DITEK's compliance with Customer design specifications.

The foregoing states the entire liability of Seller with respect to infringement of patents or copyrights.

10. **LIMITATION OF LIABILITY, AND OF CONSEQUENTIAL AND OTHER DAMAGES:** IN NO EVENT SHALL DITEK ASSUME ANY LIABILITY FOR (A) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCTS AND/OR (B) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR ECONOMIC CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER INCLUDING WITHOUT LIMITATION, LOSS OF USE, DATA, PROFIT, OR REVENUE, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR OTHER ECONOMIC LOSS INCURRED BY BUYER AS A RESULT OF SELLER'S PERFORMANCE OR CANCELLATION OF THIS AGREEMENT, WHETHER ANY CLAIM IS BASED UPON THEORIES OF INFRINGEMENT, WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EVEN IF SELLER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. MODIFICATIONS: DITEK reserves the right to modify the model, design and specifications of its products without obligation to previously sold products sold. Customer may, in writing, within the scope of an accepted order, request changes in the established specifications. If DITEK agrees to such changes and these changes alter the amount due under the purchase order or the time required for performance thereunder, the price of the products ordered, any license fees and/or the time for performance shall be equitably adjusted.

12. CANCELLATION: This Agreement or any part of it is subject to cancellation by DITEK if the conditions specified herein are not met by Customer or if Customer becomes insolvent or bankrupt. In the event of cancellation for this reason DITEK is under no obligation to pay Customer for any expenses, costs, claims, or liabilities incurred, and DITEK may retain any portion of the purchase price pre-paid by Customer as liquidated damages. DITEK retains all rights to any other legal remedies it may have against Customer. Customer may cancel orders only upon reasonable advance written notice to DITEK and upon payment to DITEK of DITEK's cancellation charges, which will include all costs and expenses incurred by DITEK in the course



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of performance herein and amounts adequate to cover any commitments made by DITEK and DITEK's anticipated profit on the sale of the products.

13. **DRAWINGS/DOCUMENTATION/Written SPECIFICATIONS:** DITEK's prints, drawings or written specification (and the technology depicted) which are furnished to Customer in connection with this Agreement are the property of DITEK and DITEK retains all patent, copyright and other rights, including, without limitation, exclusive rights of use, license, or sale. Customer's possession of such prints, drawings or specifications does not grant Customer any rights or license, express or implied therein and Customer shall, upon DITEK's request, return immediately all copies of such prints or drawings to DITEK.

14. **EXPORT:** Each party hereby agrees to comply with all export laws and restrictions and regulations of the Department of Commerce, Department of Homeland Security or other United States or foreign agency or authority, and not export or allow the export or re-export of any products to be supplied hereunder in violation of any such restrictions, laws or regulations, and without all required licenses and authorizations. Customer acknowledges that DITEK's quote on product ordered hereunder is subject to Customer obtaining any required license or authorization at time of shipment and Customer agrees that DITEK shall incur no liability to Customer if such license or authorization is unavailable.

15. **NUCLEAR/MEDICAL AND DENTAL:** PRODUCTS AND SERVICES SOLD HEREUNDER ARE NOT FOR USE IN ANY NUCLEAR AND RELATED APPLICATIONS. PRODUCT AND SERVICES SOLD HEREUNDER ARE ALSO NOT FOR USE IN ANY LIFE SUPPORT, PATIENT-CONNECTED, OR APPLIED MEDICAL AND DENTAL APPLICATIONS. Customer accepts products and services with the foregoing understanding, agrees to communicate the same in writing to any subsequent purchasers of user and to defend, indemnify and hold harmless DITEK from any claims, losses, suites, judgments and damages, including incidental consequential damages, arising from such use, whether the cause of action be based in tort, contract or otherwise, including allegations that the DITEK's liability is based on negligence or strict liability.

16. **APPLICABLE LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by and performance construed in accordance with the domestic laws and Uniform Commercial Code as adopted in the State of Florida, without reference to its choice or conflict of laws principles. For international sales, the parties mutually agree that the rights and obligations of the parties herein shall be determined without reference to the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods, as amended and subsequent acts thereto. The Parties also agree that as to any litigation concerning these transactions and/or these products, then the Courts of the State of Florida (in Pinellas County, Florida) and/or the U.S. District Court for the Middle District of Florida (Tampa Division) shall have the exclusive jurisdiction and that the venue shall only be proper at those Courts.

17. **SEVERABILITY:** If any section or part of this Agreement is or becomes illegal, unenforceable or invalid then the aforementioned part or section shall be struck from this Agreement and shall not affect the remaining parts or sections except to the extent necessary to prevent a clearly inequitable result.

18. **ASSIGNMENT/DELEGATION:** Customer shall not assign any rights or delegate any duties hereunder without the prior written permission of DITEK. Any assignment or delegation without such permission shall be void.

19. **MODIFICATIONS:** Except as may be specifically provided for herein, any agreement which modifies, changes, or supplements this Agreement or the documents referenced herein shall only be valid if in writing and signed by a duly authorized officer of DITEK. No other DITEK associate or representative is authorized to alter the terms of this Agreement.

20. **FINAL AND COMPLETE AGREEMENT:** These terms and conditions, and other documents referenced herein, and any DITEK quotation or acknowledgement and documents specifically referenced therein, represent the final and complete Agreement between the parties with respect to the sale of Products and supersede all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject matter.