

TERMS AND CONDITIONS

Surge Suppression, LLC, a Florida limited liability company, is hereinafter referred to as "SSI". The person or entity purchasing products from SSI pursuant to the terms and conditions of this proposal is hereinafter referred to as "Purchaser".

SSI'S SALE OF THE PRODUCTS TO THE PURCHASER IS CONDITIONED UPON THE PURCHASER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN. SSI'S TERMS & CONDITIONS SHALL PREVAIL OVER THE PURCHASERS TERMS & CONDITIONS.

PAYMENT – Purchaser agrees to pay SSI all sums set forth on the reverse side or on accompanying invoice, together with all sums due for future orders by Purchaser, regardless of whether a new packing slip is enclosed with the subsequent shipments. Payment is due in full, COD, upon receipt of the product. If SSI has accepted and approved a completed credit application from the Purchaser, then credit purchases are due according to the terms listed on the invoice. If payment is delinquent for 30 days, SSI shall be entitled to interest at the maximum rate allowed by law until payment in full is received by SSI.

DELIVERY – SSI shall endeavor to deliver the orders of the Purchaser by the dates agreed to; however, the delivery date may change subject to delays caused by transportation, labor, fuel or; power issues or; shortages of suitable materials or; strikes, fires or any other cause beyond SSI control. Additionally, any change in the order(s) may affect delivery dates. All shipments of the Product shall be F.O.B. SSI's warehouse. Title, possession and risk of loss shall pass to the Purchaser at SSI's warehouse. The Purchaser must give notice to SSI of any defects in the products or shortage in products shipped within two (2) business days after receipt of products by the Purchaser. SSI is not responsible for delays or damage in delivery of product after it leaves SSI's warehouse. All claims for damages in transit should be made, by the Purchaser directly to the applicable common carrier. Failure to so notify SSI shall be deemed acceptance of the products.

TAXES AND FEES – Purchaser agrees to be responsible for any and all sales or use tax, or any other governmental fee, levied against any product distributed by SSI under this Agreement. Purchaser is responsible for any and all export licenses or approvals.

RETURNS – All returns will require an RA number to be issued by SSI. Units returned for restock are subject to a 30% restock fee upon the approved inspection of the unit by SSI. Unit must be in "like new" condition as determined at the sole discretion of SSI, and not previously installed. All returns will be inspected at SSI's factory. Items designated on the invoice as "special order" are not returnable.

EXPEDITED ORDERS – Customer has the option of requesting an expedited order if the order is needed earlier than the expected lead time. Any expedited orders will receive priority scheduling and will be placed in the next available time slot. The expedite fee is a minimum of \$100.00 or 20 percent of the total order, whichever is greater.

CANCELLATION/DEFAULT – If Purchaser cancels this order prior to shipment of standard products, SSI may retain all payments that have been paid up to 30% of the cost of the order and may recover any shortfall. If Purchaser cancels the order for "special order" products or defaults on any order, SSI at its option, may retain all payments that have been paid and shall have the right to recover all payments due with respect to any and all product delivered or materials ordered; to take possession of and remove any and all product from the Purchaser without demand or notice, wherever the same may be located without any court order or other process of law, or to pursue any other remedy at law and at equity. Purchaser waives all rights to damages, injunction or replevin based upon the removal, taking, and retention of product by SSI. Purchaser agrees that any forbearance by SSI shall not constitute a waiver of any of the terms or conditions of this agreement.

LAW OF AGREEMENT – This agreement shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A., without resort to its conflict of law principles.

ASSIGNMENT – This agreement cannot be assigned, transferred or pledged by Purchaser without written consent of SSI.

DISCLAIMER – ***NO PROMISES, PRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY SSI OR ARE TO BE RELIED UPON BY PURCHASER, INCLUDING NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS OTHERWISE SPECIFICALLY DESCRIBED IN A WRITTEN WARRANTY BY SSI. SSI AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES ARE NOT LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, ACTUAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR COSTS OR ATTORNEY'S FEES ARISING OUT OF OR OCCURRING AS A RESULT OF PURCHASER'S ORDER, DELIVERY OR USE OF SSI PRODUCTS.***

PARTIES BOUND – This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legatees, personal representatives and assigns. Any modification of this agreement must be written and signed by the parties hereto.

PRODUCT APPLICATION - SSI exercises no control over the Purchaser's methods of application, use, directions for use or other aspects of the Purchaser's business, and the Purchaser assumes all risks and liabilities associated with the use of products, whether used singularly or in combination with other products.

LIMITED LIABILITY – All technical advice or assistance rendered by SSI is solely intended for use by persons having technical skills and know-how regarding the use of the products. The Purchaser hereby acknowledges and agrees that (a) SSI assumes, and shall have, no obligation or liabilities with respect of such technical advice or assistance; (b) such technical advice or assistance shall be used by the Purchaser solely at its own discretion and risk and without reliance upon SSI's skill or judgment, and (c) SSI assumes no responsibility for results obtained or damages resulting from such use.

PROPRIETARY RIGHTS - SSI expressly disclaims any warranty against U.S. Patent infringement by reason of the use of the product in combination with the use of any other product or technology. Unless otherwise specifically provided for in a written agreement, SSI shall be deemed the author of any and all documents prepared by SSI in connection with the design, manufacture or sale of the products to the Purchaser and SSI shall be deemed the owner of any and all rights and interests in and to such documents and the specifications, designs, drawings, data and information contained therein or used in the manufacture or sale of the products. The sale of the products to the Purchaser is not intended, and shall not be deemed, the sale, transfer or assignment of any rights or interests in or to such documents or the specifications, designs, drawings, data and information contained therein or used by the Purchaser in connection with the design, manufacture or sale of the products. SSI hereby reserves any and all common law, statutory and other rights or interests in and to such documents and such specifications, designs, drawings, data and information. The Purchaser shall maintain in confidence and shall not disclose or use for any purpose whatsoever, such documents or such specifications, designs, drawings, data and information. Upon request by SSI, the Purchaser will return all such documents, and copies thereof to SSI.

LIMITED WARRANTY – SSI will repair or replace any non-working unit of the same type and voltage within the warranty period of the returned unit without charge. SSI will inspect and, at SSI's sole discretion, either repair or replace the non-working unit. No refunds will be issued for warranty returns. SSI's limited warranty is available at our website at www.surgesuppression.com. No other warranties apply.