

TERMS AND CONDITIONS FOR SALE AND DELIVERY OF GOODS

THE BARE BOARD GROUP, INC.

1. Applicability.

(a) These terms and conditions of sale (these “**Terms**”) are the only terms which govern the sale of the goods (“**Goods**”) by The Bare Board Group, Inc. (“**BBG**”) to a customer purchasing Goods from BBG (“**Customer**”), whether pursuant to a request for quote from Customer, sales quotation from BBG (a “**Quote**”), purchase order from Customer (a “**PO**”) or invoice from BBG (an “**Invoice**,” and, the foregoing collectively shall be referred to as the “**Order**”). Notwithstanding anything herein to the contrary, the terms and conditions of an Invoice shall prevail to the extent they are inconsistent with these Terms.

(b) The Order and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Customer’s general terms and conditions of purchase regardless of whether or when Customer has submitted its PO or such terms. Fulfillment of Customer’s PO does not constitute acceptance of any of Customer’s terms and conditions and does not serve to modify or amend these Terms.

2. Fulfillment and Delivery of Order.

(a) Customer may not cancel a PO without BBG’s prior written consent, which it may withhold in its sole discretion. If Customer cancels or attempts to cancel a PO, and BBG permits such cancellation, BBG will charge Customer and the Customer agrees to pay to BBG a cancellation fee as well as any third-party fees to which BBG may be subject as a result of such cancellation.

(b) The goods will be delivered within a reasonable time after the receipt of Customer’s PO, subject to availability of finished Goods. BBG shall not be liable for any delays, loss or damage in transit.

(c) Unless otherwise agreed in writing by the parties, BBG shall deliver the Goods to 8565 Somerset Drive,

Suite B, Largo, Florida 33773 (the “**Delivery Point**”) using BBG’s standard methods for packaging and shipping such Goods. Customer shall take delivery of the Goods within 10 days of BBG’s written notice that the Goods have been delivered to the Delivery Point. Customer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.

(d) BBG may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s PO.

(e) If for any reason Customer fails to accept delivery of any of the Goods on the date fixed pursuant to BBG’s notice that the Goods have been delivered at the Delivery Point, or if BBG is unable to deliver the Goods at the Delivery Point on such date because Customer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Goods shall pass to Customer; (ii) the Goods shall be deemed to have been delivered; and (iii) BBG, at its option, may store the Goods until Customer picks them up, whereupon Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance). OR In the absence of specific instructions, BBG will select the carrier and ship prepaid (with Customer invoiced for the shipping cost), but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier be construed to be the agent of Customer

3. Quantity. If BBG delivers to Customer a quantity of Goods of up to 5% more or less than the quantity set forth in the Invoice, Customer shall not be entitled to object to or reject the Goods or any portion of them by reason of the surplus or shortfall and shall pay for such Goods the price set forth in the Invoice adjusted pro rata.

4. Shipping Terms. Delivery shall be made FOB 8565 Somerset Drive, Suite B, Largo, Florida 33773, unless the terms on the face of the Customer Purchase Order provide different terms.

5. Title and Risk of Loss. Title and risk of loss passes to Customer upon delivery of the Goods at the Delivery Point. Any Customer claims for loss, damage or misdelivery thereafter shall be filed with the carrier. As collateral security for the payment of the purchase price of the Goods, Customer hereby grants to BBG a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds), profits or products of the foregoing and hereby authorizes BBG to file any UCC financing statements and continuation statements necessary to perfect or continue such security interest. The security interest granted under this provision constitutes a purchase money security interest under the Florida Uniform Commercial Code. Customer hereby confirms that its grant of the security interest is authorized and does not violate or cause a default under another agreement and that it will not grant a security interest to any other party in the Goods. If BBG takes possession of any of the Goods pursuant to this Section 5, Customer shall pay BBG the cost of any freight charges incurred by BBG and any attorney's fees and costs incurred by BBG to enforce the Order and the security interest.

6. Amendment and Modification. BBG reserves the right to amend these Terms from time to time. Customer is responsible for checking the BBG's website at www.bareboard.com for the then current Terms when placing a PO.

7. Inspection and Rejection of Nonconforming Goods.

(a) Customer shall inspect the Goods within 30 calendar days from the date of receipt ("**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies BBG in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by BBG. "**Nonconforming Goods**" means only the following: product shipped is different than identified in Customer's PO. Acceptance of Goods shall constitute Customer's acknowledgment of full performance by BBG of all obligations under the Order, except as stated in Section 10.

(b) If Customer timely notifies BBG of any Nonconforming Goods, BBG shall, in its sole discretion, (i) replace such Nonconforming Goods with conforming Goods, or

(ii) credit or refund the Price paid for such Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by Customer in connection therewith. Customer shall ship, at its expense and risk of loss, the Nonconforming Goods to BBG's facility located at 8565 Somerset Drive, Suite B, Largo, Florida 33773. If BBG exercises its option to replace Nonconforming Goods, BBG shall, after receiving Customer's shipment of Nonconforming Goods, ship to Customer, at Customer's expense and risk of loss, the replaced Goods to the Delivery Point.

(c) Customer acknowledges and agrees that the remedies set forth in Section 7(b) are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided under Section 7(b), all sales of Goods to Customer are made on a one-way basis and Customer has no right to return Goods purchased under this Agreement to BBG.

8. Price.

(a) Customer shall purchase the Goods from BBG at the prices (the "**Prices**") set forth in BBG's Quote. If the Prices should be increased by BBG before delivery of the Goods to a carrier for shipment to Customer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Customer shall be billed by BBG on the basis of such increased prices.

(b) All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, BBG's income, revenues, gross receipts, personnel or real or personal property or other assets

9. Payment Terms.

(a) Customer shall pay all invoiced amounts due to BBG net thirty (30) days from the date of the Invoice, unless otherwise stated on the Invoice. BBG may determine at any time in its sole discretion that Customer's financial condition requires payment in advance, and, if such requirement is not met, may cancel the Order or any part thereof and receive reasonable cancellation charges. Customer shall make all payments hereunder in US dollars by wire transfer, check or Visa, MasterCard, Discover or American Express.

(b) Customer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse BBG for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees and costs. In addition to all other remedies available under these Terms or at law (which BBG does not waive by the exercise of any rights hereunder), BBG shall be entitled to suspend the delivery of any Goods if Customer fails to pay any amounts when due hereunder and such failure continues for five (5) calendar days following written notice thereof.

(c) Customer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with BBG, whether relating to BBG's breach, bankruptcy or otherwise.

10. Limited Warranty.

(a) BBG warrants to Customer that for a period of 6 months from the date of shipment of the Goods ("**Warranty Period**"), that such Goods will materially conform to the specifications set forth in the Quote

(b) EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 10(A), COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(c) Products manufactured by a third party ("**Third Party Product**") may constitute, contain, be contained in, incorporated into, attached to or packaged together with, the Goods. Third Party Products are not covered by the warranty in Section 10(a). For the avoidance of doubt, **COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY THIRD PARTY PRODUCT, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY OF TITLE; OR (d) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD**

PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

(d) The BBG shall not be liable for a breach of the warranty set forth in Section 10(a) unless: (i) Customer gives written notice of the defect, reasonably described, to BBG within five (5) business days of the time when Customer discovers or ought to have discovered the defect, including a photograph of the defect; (ii) BBG is given a reasonable opportunity after receiving the notice to examine such Goods and Customer (if requested to do so by BBG) returns such Goods to BBG's place of business at BBG's cost for the examination to take place there; and (iii) BBG reasonably verifies Customer's claim that the Goods are defective. Customer shall not return Goods to BBG without first obtaining a return authorization code from BBG. Goods returned to BBG must be packed by Customer as received from BBG. BBG reserves the right to make destructive analysis of assembled board returned for investigation.

(e) The BBG shall not be liable for a breach of the warranty set forth in Section 10(a) if: (i) Customer makes any further use of such Goods after giving such notice; (ii) the defect arises because Customer failed to follow BBG's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; (iii) Customer alters or repairs such Goods without the prior written consent of BBG; (iv) improper or inadequate maintenance or calibration by Customer; (v) improper use or operation; or (vi) abuse, negligence, accident, loss or damage in transit. Complaints due to errors or lack of information in production files/documentation or design defects in the construction shall not be covered by warranty set forth in Section 10(a).

(f) Subject to Section 10(d) and Section 10(e) above, with respect to any such Goods during the Warranty Period, BBG shall, in its sole discretion, either: (i) repair or replace such Goods (or the defective part) or (ii) credit or refund the price of such Goods at the pro rata contract rate provided that, if BBG so requests, Customer shall, at BBG's expense, return such Goods to BBG.

(g) THE REMEDIES SET FORTH IN SECTION 10(F) SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 10(A).

11. Limitation of Liability.

(a) **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY CUSTOMER OR COULD HAVE BEEN REASONABLY FORESEEN BY CUSTOMER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

(b) **IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO COMPANY FOR THE GOODS SOLD HEREUNDER.**

(c) The limitation of liability set forth in Section 11(b) above shall not apply to (i) liability resulting from BBG's gross negligence or willful misconduct and (ii) death or bodily injury resulting from BBG's acts or omissions.

12. Compliance with Law. Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Goods under this Agreement or any resale of the Goods by Customer. Customer assumes all responsibility for shipments of Goods requiring any government import clearance. BBG may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Goods.

13. Termination. In addition to any remedies that may be provided under these Terms, BBG may terminate this Agreement with immediate effect upon written notice to Customer, if Customer: (i) fails to pay any amount when due

under this Agreement; (ii) has not otherwise performed or complied with any of these Terms, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

14. Waiver. No waiver by BBG of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by BBG. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15. Confidential Information. All non-public, confidential or proprietary information of BBG, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by BBG to Customer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by BBG in writing. Upon BBG's request, Customer shall promptly return all documents and other materials received from BBG. BBG shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Customer at the time of disclosure; or (c) rightfully obtained by Customer on a non-confidential basis from a third party.

16. Technical Documents and Technical Information. All drawings and other technical documents regarding the Goods or their manufacture submitted by one party to the other party, prior or subsequent to the sale of the Goods, shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than for which they were submitted. They may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party. BBG, however, without consent from Customer is entitled to submit documents to, BBG-selected, production partners

17. Force Majeure. The BBG shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of BBG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

18. Assignment. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of BBG. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

19. Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

21. Governing Law. All matters arising out of or relating to this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

22. Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Florida in each case located in Pinellas County, Florida, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

23. Notices. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Order or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

24. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Order including, but not limited to, the following provisions: Limitation of Liability, Compliance with Laws, Waiver, Confidential Information, Relationship of the Parties, No Third-Party Beneficiaries, Governing Law, Submission to Jurisdiction, Notices and Survival.