

General Terms and Conditions

This offer is subject to the terms and conditions listed below which are binding upon the seller and the buyer under this offer and are hereby incorporated by reference in any subsequent agreement for purchase duly executed between JTECH Communications Inc. (Seller) and its buyer of goods proposed for sale herein:

1. Price. All prices are F.O.B. point of origin, unless otherwise agreed to in writing by the buyer and seller. Prices quoted are those in effect at the time of quotation and are valid for 30 days from the date of quotation regardless of existence of any written confirmation. Until the proposal price and subsequent purchase price are paid in full, the buyer grants seller a security interest in all of the goods described in this proposal all of the goods described in any resulting contract and buyer agrees to sign on seller's request any required documentation to complete seller's said security interest.

2. Payment Terms. Normal payment terms are C.O.D. unless otherwise set forth in this proposal. Any outstanding balances not paid by the date on which they are due to JTECH Communications Inc. shall be subject to interest of 1 1/2% per month on the unpaid balance (or the maximum allowable by law whichever is the lesser) as well as rebilling charges together with reasonable attorney's fees and paralegal fees including all such fees in any appeal together with all costs associated with efforts by JTECH Communications Inc. to enforce the terms of this proposal as well as all agreements between the parties. Any discounts offered will be calculated from the date of invoice to the date that payment is received by JTECH Communications Inc. or JTECH Communications Inc.'s agents. Any discount is void if not taken at time of payment of the invoice containing said discount within thirty (30) days of the date on which the goods for which the discount is allowed, have been received by Buyer, its agents or employees.

3. Products. Products are defined as those items listed on this proposal and a subsequent resultant purchase order to JTECH Communications Inc. containing items listed on this proposal.

4. Acceptance. Upon receipt the buyer shall immediately inspect and/or test the products. Unless stated otherwise in writing on the final agreement between the parties, products shall be deemed accepted unless the buyer notifies JTECH Communications Inc. within 5 working days after receipt of shipment of any defect or discrepancy.

5. Transportation. Unless the buyer specifies the method of transportation, JTECH Communications Inc. will use its best judgment in determining the method of transportation. All costs of standard transportation, premium transportation if required through no fault of JTECH, and other costs such as excise taxes, duty, freight forwarding or the like shall be billed to the buyer.

6. Title and Risk of Loss. Title of goods sold, shall pass to buyer at the F.O.B. point.

7. Limited Warranty for material and workmanship. JTECH (Seller) warrants to the buyer that products purchased from JTECH shall be free from defects in material and workmanship under normal use and service. JTECH's obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one (1) year from date of purchase by the original purchaser, and which our examination shall disclose to our satisfaction to be thus defective. THIS PROPOSAL AND SUBSEQUENT SALE ARE MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY NOR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE PREVIOUSLY SET FORTH HEREIN. **PURCHASER IS DIRECTED NOT TO RELY ON JTECH'S PRODUCTS TO FUNCTION AS AN INTEGRAL PART OF ITS LIFE CARE/LIFE SUPPORT PROCEDURES OR SYSTEMS. JTECH'S PRODUCTS ARE NOT DESIGNED FOR SUCH USE; PARTICULARLY WHEN AN ALLEGATION MAY BE MADE THAT PRODUCT MALFUNCTION CONTRIBUTED TO THE FAILURE TO ADMINISTER A PROPER TREATMENT, PROCEDURE, ACTION OR MEDICATION. BUYER AGREES TO FULLY PROTECT, DEFEND AND HOLD SELLER HARMLESS FROM CLAIMS OR DAMAGES RESULTING FROM THE USE OF JTECH'S PRODUCTS IN LIFE CARE/LIFE SUPPORT PROCEDURES.** Any claim by the buyer for the repair or exchange of goods proposed and of goods actually sold to buyer shall be deemed waived by the buyer unless submitted in writing to JTECH within the earlier of (a) 30 (thirty) days from the date the buyer discovered or by reasonable inspection should have discovered any claimed breach of the foregoing warranty.

8. Damages Based Upon Negligence or Strict Liability. JTECH's obligation based upon any claim of negligence or of strict liability as a result of its delivery of products ordered by Buyer, shall be limited to, at JTECH's option, repairing or replacing the products that are found by JTECH to be defective, or refunding the purchase price of such products. **In no event shall JTECH's liability exceed the purchase price of the products** that are subject matter of any such claim. JTECH shall not be obligated to make any such refund or replacement until at least thirty(30) days after JTECH has received from Buyer the subject alleged defective product, which will be shipped to JTECH at the buyer's expense.

9. Disclaimer of Consequential Damages. In no event shall JTECH be liable for incidental or consequential damages arising out of or in connection with the purchase by Buyer of goods from JTECH including, without limitation, such damages that may be caused by a breach of any obligation or warranty imposed on JTECH under such purchase. Consequential damages shall include without limitation, loss of use, income or profit, or loss sustained as the result of injury to any person, or loss or damage to any property, or loss or damages sustained as the result of work stoppage. Buyer shall indemnify JTECH against all liability, cost or expense that may be sustained by JTECH due to loss, damage or injury. IN NO EVENT, SHALL JTECH'S LIABILITY EXCEED THE PURCHASE PRICE OF GOODS.

10. Taxes. Unless specifically provided herein, the price for goods purchased as a result of this proposal does not include sales, use, excise or similar taxes, whether Federal, State or local. Buyer is responsible for all applicable taxes for any goods after title passes to the Buyer at the F.O.B. point. If Buyer is exempt from paying sales taxes, a certificate evidencing such shall be provided to JTECH upon request.

11. Export. Buyer agrees not to directly or indirectly export any Goods purchased from JTECH (whether or not modified by subsequent services) including, but not limited to parts, equipment, software or technical data/documentation without first obtaining the required U.S. Government export license(s). If Buyer intends to export Goods outside the U.S., Buyer shall determine whether an export license is required; and, if so, obtain that license from the U.S. Government. Buyer shall protect, defend and indemnify JTECH from any loss or liability due to Buyer's failure to comply with export regulations. Buyer further warrants that the Goods sold to Buyer from JTECH will not be resold, transferred, exported or reused in any way by Buyer in violation of any laws, regulations or export control imposed by the U. S. Government.

12. Delays. Unless specified in writing by JTECH to the contrary, goods in stock shall be shipped immediately upon the signing of a binding purchase agreement. Goods not in stock will be shipped as soon as possible. JTECH will not be liable for any nonperformance of the Agreement resulting from this proposal caused by strikes, fires, disasters, riots, acts of God or other causes or conditions beyond JTECH's reasonable control. In the event of such delay or nonperformance, JTECH may, at its sole option, and without liability, cancel any portion of the Agreement resulting from this proposal and/or extend any date upon which any performance is due.

13. Termination. If Buyer (a) fails to pay any amount owed when due, or (b) assigns or transfers the Agreement subsequently resulting from this proposal without JTECH's prior written consent, or (c) makes an assignment for benefit of creditors, or (d) files or has filed against it, petition for relief under federal or state bankruptcy laws, or (e) breaches any other term or condition of this proposal or resultant contract, JTECH may terminate any portion of the agreement resulting from this proposal in addition to JTECH's other available remedies. If JTECH fails to perform any obligation when due, and if such failure is not remedied within thirty (30) days after receipt of written notice from Buyer, Buyer may terminate any portion of such Agreement. In all other cases, the Agreement resulting from this proposal may be terminated by either party by giving sixty (60) days written notice. Termination of the Agreement, for any reason, shall in no way interfere with the obligation of Buyer to pay all monies payable as of the effective date of termination or which become payable for Goods ordered and delivered after such termination. If such Agreement is terminated by Buyer for any reason other than default by JTECH, Buyer shall be liable immediately thereupon, to pay to JTECH the full contract price for all goods completed by JTECH pursuant to the Agreement and for all work in process at the time of termination.

14. Returns and Cancellations. Buyer may not cancel any order or return any Goods that have been special or custom ordered, custom manufactured or configured, unless specifically agreed to in writing to seller in this proposal and in the subsequent agreement. Returns are subject to a restocking fee that will be due to seller when the goods are received by seller.

15. Patents and Copyrights. In no event shall JTECH be liable for damages arising from infringement of patents or copyrights. In the event that Buyer should be enjoined in any such suit alleging infringement of patent(s) or copyright(s) or proceeding from using any of the Goods purchased pursuant to this proposal and subsequent Agreement, JTECH, at its option, shall either (a) secure termination of the injunction and procure for Buyer the right to use such goods without obligation or liability or (b) replace or modify said Goods with non infringing materials at JTECH's expense and refund the purchase price of the infringing goods to Buyer; provided, however, that in no event shall JTECH be liable for or have any obligations under this paragraph if the alleged infringement is by reason of the specifications provided by Buyer to JTECH under this agreement. The foregoing shall be Buyer's exclusive remedy against JTECH with respect to any alleged patent or Copyright infringement. The sale of goods does not convey any license of copyright under any proprietary or patent rights of any manufacturer. JTECH shall not have any liability if the alleged infringement is based upon the use or application of the Goods in combination with other Goods and Buyer shall protect, defend, and indemnify JTECH therefrom. JTECH disclaims all other liability for infringement of intellectual property rights and further disclaims any liability for incidental or consequential damages arising in connection with such infringement.

16. Manufacturer Liability. In addition to JTECH's limited warranty for materials and workmanship as per section 7 herein, and unless specifically agreed to in writing by the manufacturer, JTECH and Buyer, Buyer represents to JTECH and the manufacturer that the Goods sold pursuant to this proposal and the subsequent resultant Agreement incorporating such of the terms of this proposal agreed to by JTECH and buyer do not constitute standard components intended for use by Buyer or JTECH in life support systems, surgical implantation, nuclear facilities, or for any other application in which the failure of the Goods or the product in which the Goods are to be used could create a situation where personal injury or death may occur.

17. Credit Terms. All orders and shipments shall at all times be subject to the approval of JTECH's credit department. JTECH reserves the right of declining to make any shipment called for by the contract between seller and buyer whenever, for any reason, there is doubt in JTECH's sole judgment, as to buyer's willingness or ability to pay for the goods ordered on Buyer's solvency and JTECH shall not, in such event, be liable for breach or nonperformance of this Agreement in whole or in part.

18. Packaging. Packaging will be standard commercial package and acceptable to commercial carriers. Special customer packaging will be furnished only when specified and so stated herein and the cost thereof shall have been agreed to by both the Buyer and JTECH in writing.

19. Substituted or Repaired Goods. If substitute additional or repaired goods are purchased by Buyer from JTECH, the terms and conditions of this proposal and resultant Agreement shall be applicable thereto, the same as if such substituted, additional or repaired Goods had been originally purchased hereunder unless specifically stated to the contrary in this proposal or subsequent resultant Agreement.

20. General Conditions. No agent, salesman or other party is authorized to bind JTECH to any agreement, warranty, statement, promise or understanding not expressed herein. The sale of Goods pursuant to this proposal and any subsequent resultant Agreement shall be governed by the laws of the State of Florida. Any notice that is required under the terms of a resultant Agreement shall be in writing and delivered to the address of the party set forth in the Agreement and shall be effective when actually received. The remedies reserved by the parties shall be cumulative and in addition to other remedies provided by law. JTECH shall not be required to proceed with the performance of any obligation under a resultant Agreement so long as Buyer is in default or in breach of any of Buyer's obligations or agreements herein. Any clerical errors are subject to correction. No delay or omission by JTECH in exercising any right or remedy under that agreement shall constitute a waiver of such right or remedy. The waiver, invalidity or unenforceability of any provision in a resultant Agreement shall not affect the validity of the agreement as a whole or any other provisions herein. An Agreement resulting from this proposal shall be binding upon and shall inure to the benefit of the successors and assigns of Buyer and JTECH. Buyer may not assign or transfer such Agreement in whole or in part without the prior written consent of JTECH. For the purposes of such agreement, the Buyer and JTECH agree, notwithstanding any of the items sold not constituting "goods" as defined in Article 2 of the Uniform Commercial Code as enacted and amended from time to time in the state of Florida, for the purpose of interpreting this proposal or a resultant Agreement all items shall be deemed to be such "goods." **Buyer agrees that acceptance of this proposal and receipt of shipment from JTECH pursuant to any resultant Agreement shall constitute acceptance in total of the preceding General Terms and Conditions except as otherwise agree to in writing by the parties thereto.**