

Transworld Services, Inc. Terms and Conditions

The Terms and Conditions Applicable to Invoices and Quotes (the "Terms and Conditions") are hereby specifically incorporated herein by reference into each and every invoice, quote, purchase order or other document pertaining to same (the "Order") and shall be applicable to every sale of goods and/or services (the "Products") by Transworld Services, Inc. ("TRANSWORLD") to PURCHASER. In the event of any conflict between these Terms and Conditions and any other document and/or representation relating to TRANSWORLD's sale of Products to PURCHASER, the terms and conditions set forth herein shall govern and control. By signing the Quote, accepting the Products and/or paying for the Products, PURCHASER expressly agrees to be bound by, and otherwise accepts, the Terms and Conditions. The Terms and Conditions may not be modified, changed, or otherwise altered, except by written instrument signed by an authorized representative of TRANSWORLD and PURCHASER.

1. PAYMENTS: PURCHASER accepts all financial responsibility and guarantees payment in full to TRANSWORLD of the amount set forth in the Order for the Products. A convenience fee equal to three percent (3%) will be charged for any credit card payments. Any unpaid balance due to TRANSWORLD for the purchase of the Products shall accrue interest at the highest rate permitted by Florida law, currently eighteen percent (18%) per annum.

2. ADJUSTMENTS: TRANSWORLD reserves the absolute right to make adjustments to the products, services and prices identified in the Order as a result of changed market conditions, product discontinuation, product unavailability, manufacturer price changes, and/or supplier price changes. In the event of a pricing adjustment, TRANSWORLD shall notify PURCHASER in writing. PURCHASER shall have five (5) calendar days from receipt of TRANSWORLD's written notice to either accept or reject the pricing adjustment for the Products. If the pricing adjustment is accepted, TRANSWORLD will issue a new Quote or Invoice reflecting the pricing adjustment for the Products. If the pricing adjustment is rejected, the rejection shall be treated as a Force Majeure, providing TRANSWORLD the option to terminate the Order without penalty and return any monies previously paid by PURCHASER to TRANSWORLD for the Products.

3. DELIVERY OF PRODUCTS: Delivery dates in the Purchaser Order are approximate and are not a guaranty of a particular date of delivery. Inside delivery or lift gate, if requested at the time of delivery, will be billed to the Purchaser. All pricing is F.O.B. TRANSWORLD's warehouse. PURCHASER assumes all risks of loss associated with the shipment of the Products. PURCHASER shall hold TRANSWORLD harmless from any and all claims arising from, or otherwise relating to, damage to, or the loss of, the Products during shipment. PURCHASER's sole recourse in the event of such damage, or loss, shall be against the freight company responsible for the shipment of the Products to PURCHASER's designated location.

4. ACCEPTANCE OF PRODUCTS: PURCHASER shall inspect all Products immediately upon delivery. If there is physical damage to the packaging of a Product, PURCHASER must notate said damage at the point of delivery with the freight company and provide written notice of same to TRANSWORLD within twenty-four (24) hours of delivery of the Products. Any damage to the Products themselves must be reported to TRANSWORLD within five (5) calendar days of delivery. If PURCHASER fails to notify TRANSWORLD in writing regarding any damage to the Products and/or packaging within the time periods specified herein, PURCHASER shall have waived all rights to reject the Products, the Products shall be deemed accepted by the PURCHASER, and payment for the Products shall be due and owing TRANSWORLD. TRANSWORLD shall not be responsible, and PURCHASER hereby waives and releases any and all claims against TRANSWORLD, arising from, or otherwise relating to, damage to a Product and/or packaging that is not reported to TRANSWORLD within said time. In order for any claim of damage to be processed, the returned Product must be new, unused, and in its original packaging, with all packing materials and with all original accessories.

5. RETURNS/EXCHANGES: PURCHASER may request to return a Product to TRANSWORLD in exchange for a credit up to the amount set forth in the Purchaser Order, less a twenty-five percent (25%) re-stocking fee. Any request for a return must be made within three (3) calendar days of delivery. If TRANSWORLD accepts PURCHASER's request for the return of the Product, PURCHASER shall return the Product to a location designated by TRANSWORLD within ten (10) calendar days of TRANSWORLD's designation of the location. The returned Product must be new, unused, and in its original packaging, with all packing materials and with all original accessories. All shipping charges, risk of loss and related expenses associated with the return of a Product to TRANSWORLD's designated return location shall be the sole and exclusive responsibility of PURCHASER. Except in the event of a termination by TRANSWORLD because of a Force Majeure event (in which case PURCHASER shall receive a full monetary refund less any reasonable charges incurred by TRANSWORLD in the packaging, preparation for shipment and shipment of the Products), PURCHASER shall never be entitled to a monetary refund for any returns or exchanges.

6. THIRD-PARTY INSTALLATION: Any installation of the Products identified in the Order shall be furnished through a third party installer (the "Installer") who is not an employee, agent, representative, independent contractor, or in any other manner employed by, directed by, or otherwise controlled by TRANSWORLD. The Installer is the only party responsible for any obligations associated with the installation of the Products purchased from TRANSWORLD, and PURCHASER agrees to look solely to the Installer for any and all losses, claims and/or damages arising from, or otherwise related to, the installation of the Products. TRANSWORLD SPECIFICALLY DISCLAIMS ANY AND ALL OBLIGATIONS, WRITTEN WARRANTIES AND/OR IMPLIED WARRANTIES AND/OR GUARANTEES WITH REGARD TO THE INSTALLATION OF THE PRODUCTS. Any amounts collected by TRANSWORLD for installation services, if any, are collected in the capacity of an independent sales agent for the Installer and for the convenience of the PURCHASER. PURCHASER hereby

waives releases and otherwise holds TRANSWORLD harmless from any and against all claims, losses and/or damages arising from, or otherwise relating to, the installation of the Products, including any claims for negligence.

7. TAXES: PURCHASER shall be responsible for all federal, state and/or municipal taxes of any kind applicable to the purchase of the Products and the installation of the Products, unless PURCHASER provides a tax exemption certificate to TRANSWORLD in advance of, or at the time PURCHASER purchases the Products. TRANSWORLD's failure to include taxes of any kind on an Order, whether by error and/or omission, or TRANSWORLD's misstatement of the amount of taxes due with regard to the sale of the Products for whatever reason shall not relieve PURCHASER of the responsibility for paying all federal, state and/or municipal taxes.

8. FORCE MAJEURE: TRANSWORLD shall not be responsible for any delay, failure or omission, whether active or passive, resulting from any cause that is beyond TRANSWORLD's control, including, without limitation, any act of God, public enemy, fire, earthquake, flood, hurricane, strike, labor dispute, transportation delay, carrier delay, material shortages, change in market conditions, product discontinuation, manufacturer price changes, supplier defaults, or other similar causes. PURCHASER hereby waives releases and holds TRANSWORLD harmless from any and all claims, losses and/or damages arising from, or otherwise relating to, any such delay and/or cause and/or failure and/or omission. In the event that a supplier is unable to furnish TRANSWORLD with the Products ordered by PURCHASER, or PURCHASER does not accept any price adjustment relating to the Products purchased, TRANSWORLD reserves the right to terminate the Order and to return any monies paid by PURCHASER for the Products, less any reasonable charges incurred by TRANSWORLD in the packaging, preparation for shipment and shipment of the Products, without penalty.

9. WARRANTY: PURCHASER specifically agrees and acknowledges that TRANSWORLD is not the manufacturer of the Products ordered and the sole and exclusive warranties for the Products purchased by PURCHASER are those warranties given by the applicable manufacturer(s) of the Products, not TRANSWORLD. TRANSWORLD MAKES NO WARRANTIES TO PURCHASER WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS, OR IMPLIED, AND WHETHER SUCH WARRANTIES ARISE OUT OF, HAVE ARISEN FROM, OPERATION OF LAW, COURSE OF DEALING, USAGE, CUSTOM, OR TRADE, AND PURCHASER HEREBY EXPRESSLY WAIVES SAME. TRANSWORLD DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE OR OTHERWISE REGARDING THE PRODUCTS, AND PURCHASER HEREBY ACCEPTS THE PRODUCTS THAT ARE THE SUBJECT OF THE ORDER WITHOUT SAID WARRANTIES AND EXPRESSLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS THAT PURCHASER HAS, MAY HAVE, OR MAY HAVE HAD UNDER SUCH DISCLAIMED WARRANTIES.

10. GOVERNING LAW, VENUE & JURISDICTION: The Order and these Terms and Conditions shall be governed and construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Venue for any claim and/or dispute arising out of, or otherwise relating to, the Order, the Terms and Conditions and/or the Products shall be a court of competent jurisdiction located in Miami-Dade County, Florida. PURCHASER hereby knowingly and voluntarily submits itself to the personal jurisdiction of the courts of Miami-Dade County, Florida for any claim and/or dispute arising out of, or otherwise relating to, the Order, the Terms and Conditions and/or the Products. PURCHASER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND/OR DISPUTES ARISING OUT OF, OR OTHERWISE RELATING TO, THE ORDER, THE TERMS AND CONDITIONS AND/OR THE PRODUCTS.

11. ATTORNEY'S FEE & COSTS: The prevailing party in any action arising out of, or otherwise relating to, the Order, the Terms and Conditions and/or the Products, shall be entitled to recover its reasonable attorneys' fees and costs through appeal.

12. SEVERABILITY: If any provision, term and/or condition of the Terms and Conditions, the Order and/or any documents or instruments executed in connection herewith, are determined to be invalid and/or unenforceable, all other provisions, terms and/or conditions shall nevertheless continue in full force and effect.

13. WAIVER: Nothing contained herein and no act, or failure to act, by TRANSWORLD shall constitute a waiver of any right, privilege, power and/or remedy TRANSWORLD has, or may have, under the Order, the Terms and Conditions and/or any other document and/or instrument executed in connection herewith. The failure or delay by TRANSWORLD to require the performance of any provision term and/or condition of the Terms and Conditions, the Order and/or any documents or instruments executed in connection herewith, shall not be a waiver of, nor shall it affect TRANSWORLD's right to exercise any such right, privilege, power and/or remedy in any other instance.

14. LIMITATION OF LIABILITY: TRANSWORLD shall not be liable to PURCHASER, or any other person and/or entity, for special or consequential damages, including, but not limited to, damage or loss of the Products, damage to property and/or equipment caused by the Products, lost profits, lost revenue, capital costs, carrying costs, or the cost of purchasing and/or replacing the Products. TRANSWORLD's sole and exclusive liability with respect to any obligations imposed by, arising out of, or in any way connected with the Order, the Terms and Conditions and/or the Products shall be solely and exclusively limited to the purchase price of the Products set forth in the Purchase Order.

15. WAIVER OF JURY TRIAL: PURCHASER HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND/OR DISPUTES ARISING OUT OF, OR OTHERWISE RELATING TO, THE ORDER, THE TERMS AND CONDITIONS AND/OR THE PRODUCTS.