General Terms and Conditions of Purchase (GTP) of SIE CONNECT Inc.

SIE CONNECT

1. Scope of Application:

1.1. These Terms and Conditions are expressly incorporated into and made a part of any and all verbal and written contracts, agreements, purchase orders and understandings by and between SIE CONNECT as principal, buyer or party ordering or purchasing, goods, services, products or materials (the "Products") from a given manufacturer, distributor, vendor, seller or other third party (hereinafter referred to as Supplier) ("Supplier"). These Terms and Conditions shall apply to all future transactions between SIE CONNECT. and any Supplier and shall supersede, govern and control all transactions between SIE CONNECT. and any Supplier.

1.2. Any "Terms and Conditions" of any Supplier which are inconsistent with any term and provision herein shall be deemed rejected by SIE CONNECT. and shall not be part of any contract and/or agreement between SIE CONNECT. and such Supplier. This provision shall be deemed an express rejection of SIE CONNECT. of any such inconsistent terms. A Supplier's acceptance of a purchase order and/or solicitation from SIE CONNECT. without objection thereto shall be deemed such Supplier's acceptance and agreement with those Terms and Conditions herein.

1.3. These Terms and Conditions may only be amended, waived, or modified by a written agreement between SIE CONNECT. and Supplier. There may be no "waiver by conduct" of the application of these Terms and Provisions and only a written waiver of any specific provision herein shall be binding upon the parties and enforceable.

2. Purchase Order(s):

2.1. All Purchase Orders shall be in writing and verbal communications and/or representations shall not be binding upon SIE CONNECT. A letter, email, or fax of a written purchase order or solicitation shall be deemed an original for all purposes upon acknowledgement of receipt by such Supplier. Supplier must object to any term or provision of any purchase order or solicitation for the Products within 24 hours of receipt. Failure to object shall be deemed such Supplier's written acceptance of the order and agreement to be bound to SIE CONNECT. thereunder in accordance with the Terms and Conditions and the purchase order and/or written solicitation.

2.2. Any materials, product samples, drawings, renderings, writings, directions, plans, drafts, data, samples, molds, models, printing plates, artwork, lithographs, setting jigs, patterns or specimens ("SIE CONNECT. Materials") shall remain the property of SIE CONNECT and shall only be used for SIE CONNECT.'s purposes and shall not be made available to third parties. All SIE CONNECT. Materials shall be kept confidential by Supplier at all times and shall not be disclosed, published or disseminated to any third parties. All SIE CONNECT. Materials shall be returned to SIE CONNECT without further notice or solicitation within 36 hours of receipt of a purchase order or within 24 hours of written request. Supplier shall bear any risk of accidental loss of or damage to SIE CONNECT. Materials until returned to SIE CONNECT.

2.3. All costs incurred by Supplier in responding to any inquiries, requests or solicitations from SIE CONNECT. will be at Suppliers sole cost and expense. SIE CONNECT. will not pay nor be liable for any costs or incurred by Supplier for the preparation of quotes and offer documents (plans, technical specifications, etc.) by Supplier. Upon acceptance of an order submitted by SIE CONNECT, Supplier represents and warrants that it has possession of all information, data, descriptions, plans and technical specifications required for the execution and delivery of the order and the ability to perform its obligations under such purchase order and these Terms and Conditions.

2.4. All quantities set forth in any purchase order and/or solicitation submitted by SIE CONNECT. to Supplier shall be deemed accepted by Supplier unless expressly objected to within the times provided and Supplier shall be deemed to represent and warrant that Supplier has such quantities in its possession ready for delivery to SIE CONNECT. or its assigns pursuant to such accepted purchase order and/or solicitation.

3. Supply/Service, Transfer of Risk:

3.1. Products sold by Supplier to SIE CONNECT. or its assigns shall conform to all express and implied warranties and all advertisements, product brochures, solicitations and descriptions provided by Supplier.

3.2. Upon request of SIE CONNECT, Supplier shall provide the documentary evidence necessary to prove the origin and manufacturer of the Products.

3.3. All deliveries of the Products shall be accompanied by appropriate packing labels and statements, stating SIE CONNECT.'s item number, purchase order numbers and Product Numbers and, if stated on the purchase order and/or solicitation from SIE CONNECT., the precise Product description, as well as accurate unit amounts and volumes contained therein.

3.4. The required delivery date and location of delivery and location shall be the date indicated by SIE CONNECT. on the purchase order which shall be delivered to the destination along with all transport, customs and accompanying Supplier's documents.

3.5. All Products ordered by SIE CONNECT. and shipped by Supplier shall be accompanied by all necessary documents and warranties and shall not be deemed accepted and conforming nor shall any payment be due from SIE CONNECT. for such Products until all such documents and written warranties and materials are received by SIE CONNECT. or its assigns; SIE CONNECT. may return ordered and non-conforming Product at Supplier's cost, expense and Supplier's risk of loss.

3.6. The Products shall be shipped freight, F.O.B. place of destination (as set by SIE CONNECT.) by the specified carrier. NO INSURANCE shall be charged, due or collected except upon express written request by SIE CONNECT. All taxes, duties, taxes, import fees and/or tariffs shall be paid by Supplier. Place of delivery/performance shall be the SIE CONNECT. destination for which the Products are intended as set forth on SIE CONNECT.'s purchase order or solicitation.

3.7. SIE CONNECT may refuse to accept early or delayed Product and return the Products for the Supplier's account and at the Supplier's risk. The Products shall not be deemed accepted as conforming to all applicable warranties, conditions and representations until 10 business days after receipt by SIE CONNECT. and SIE CONNECT. has not sent a notice rejecting part or all of such Products received. No payment shall be due from SIE CONNECT. or its assigns for any rejected or non-conforming Products. If payment is due in advance of delivery, any such payment shall be deemed conditional and SIE CONNECT. and/or its assigns shall be due a refund for any non-conforming Products which shall be received within 30 days of receipt of notice from SIE CONNECT. of such rejected Products.

3.8. If Supplier realizes that it cannot provide all or any part of the Products within the time required by SIE CONNECT. it shall immediately give notice thereof in writing to SIE CONNECT., indicating the date when it will provide the Products Any such modification to any delivery dates within a purchase order or solicitation for the Products from SIE CONNECT., shall not be deemed accepted and binding unless accepted in writing by SIE CONNECT. Upon notification of any modification to any purchase order or solicitation from SIE CONNECT, SIE CONNECT. may cancel the order upon written notice to Supplier.

3.9. Any risk of lost to the Products shall not transfer until after unloading of the Products and inspection by SIE CONNECT. or its assigns at the designated destination. It is Supplier's responsibility to insure all Products are properly packaged for shipment. Any damage to the Products during shipment shall be the responsibility and liability of Suppler.

3.10. All title to the Products shall transfer to SIE CONNECT. and/or its assigns upon receipt of the products and SIE CONNECT. and/or its assigns inspection and acceptance of the Products and notice to Supplier that the Products all or part are accepted and/or rejected.

4. Material Provision/Manufacturing Documentation:

4.1. Any materials provided by SIE CONNECT. to be installed and/or incorporated into any of the Products shall be used solely for SIE CONNECT. and the Products purchased by SIE CONNECT. and if not used returned to SIE CONNECT. All such material supplied by SIE CONNECT. shall remain SIE CONNECT.'s property.

5. Intellectual Property Rights:

5.1. Supplier represents and warrants to SIE CONNECT. that it has all right, title and ownership in and to the Products and/or designs therefor and the full right and authority to sell the Products to SIE CONNECT. and that the Products will not infringe upon any patent, copyright, and/or intellectual property or inventor rights of third parties and Supplier will hold harmless and indemnify SIE CONNECT. from and against any claims, demands, lawsuits and/or actions, brought or asserted by any third party related to the Products and/or ownership thereof, including any claims of infringement and\or from and against any losses, damages, costs, expenses and/or attorney fees incurred or awarded against SIE CONNECT..

6. Compensation, Invoicing, Terms of Payment:

6.1. All prices or amounts for the Products shall be stated in US-Dollars (USD). The same shall apply to any amounts set forth in any invoices and/or purchase orders for the Products.

6.2. The purchase price for the Product is specified in the purchase order and/or solicitation submitted by SIE CONNECT. and shall be deemed to include any and all taxes, tariffs, duties and/or fees that Supplier may owe or become obligated for as a result of the sale. Unless otherwise specifically set forth in the purchase orders or solicitations, prices do not include shipping/handling charges. If shipping/handling charges are applicable, they will be stated on the Supplier's invoice to SIE CONNECT. confirming acceptance of SIE's purchase order and/or solicitation. Except as set forth in the purchase order or solicitation, SIE CONNECT. shall owe no additional amounts for the Products.

6.3. Unless otherwise agreed, all invoices from Supplier for the Products are payable within the terms set forth in SIE CONNECT.'s purchase order, receipt and acceptance of the Products by SIE CONNECT. or its assigns, receipt of all written documents required herein and compliance of the Product with all Conditions Precedent herein.

6.4. Invoices for payment from Supplier, shall be deemed properly issued to SIE CONNECT. if they contain the order and item number as well as the order date, delivery date and conform to these Terms and Conditions. All invoices shall state and list all discounts or rebates. Improperly issued invoices and credits due to SIE CONNECT. Any invoices shall not be due until all factual or arithmetical errors are accepted corrected and a correct invoice is submitted to SIE CONNECT.

6.5. Payment of any incorrect invoice or for any Product that is not accepted by SIE CONNECT. shall not be deemed acceptance of the Product or waiver of any right to reimbursement for any incorrect payments made. Any over payment by SIE CONNECT. or payment made in error shall be reimbursed and returned to SIE CONNECT. within 30 days of written demand and notice from SIE CONNECT. to Supplier.

7. Duty to Inform:

7.1. Supplier shall immediately inform SIE CONNECT. if at any item the production of any Products is discontinued or is forecasted to be discontinued to allow SIE CONNECT. to take the necessary measures to place any additional orders and to mitigate any loss or injury to SIE CONNECT. (last order).

7.2. Supplier shall notify SIE CONNECT. if the means, methods and materials used in the production of any Products changes or is materially altered and shall notify SIE CONNECT. of the resulting change in any capacities, capabilities or warranties related to any Products and any changes in Supplier's delivery times, methods or resources and/or document retention policies. Upon receipt of any such Notice, SIE CONNECT. may terminate any pending purchase orders without further liability to Supplier.

7.3. Flow down to the supply chain the applicable requirements including customer requirements.

7.4. Right of access by SIE CONNECT., our customer and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

8. Warranty.

8.1. Supplier warrants that the Products shall be fit for the particular purpose for which they are purchased and in accordance with industry standards and are in accordance with all written descriptions, specifications, and/or marketing materials or advertisements or solicitations from Supplier and are in accordance with these Terms and Conditions and the purchase order or solicitation submitted by SIE CONNECT. s, including, without limitation, are state of the art and are marketable. Any manufac-

turing processes used and machinery and facilities shall comply with the functional specifications and the product-specific safety and functional standards within the industry. All express and implied warranties arising under Chap. 672, Fla. Stat. or otherwise provided by Supplier are incorporated herein.

8.2. Supplier shall independently verify the quality and quantity of the Products before shipment.

8.3. SIE CONNECT. may reject any Product that is not in conformity with all warranties and specifications required herein and shall have no financial liability to Supplier for any Product which is not accepted. In addition to the rights herein, SIE CONNECT. shall have all rights and remedies arising under Chap. 672, Fla. Stat.

8.4. Furthermore, if the product is proven to be counterfeit in any shape or form SIE CONNECT. reserves the right not to return the product to the Supplier SIE CONNECT. may but shall not be obligated to remedy any defects, in a Product itself or procure the rectification of defects by third parties at Supplier's sole cost and expense and to deduct the cost to cure such defects from amounts due to Supplier.

8.5. Any .costs, expenses, special, consequential, actual and incidental damages and shipping costs encountered by SIE CONNECT. or its assigns/customers due to the sale and delivery of any non-conforming Products or defective Products, shall be the responsibility of Supplier. The Supplier understands and agrees parts sold may be returned with bent leads, solder markings or other alterations as a result of the testing of the material.

9. Liability:

9.1. Supplier shall be liable to SIE CONNECT. for any incidental, consequential, actual and special damages incurred by Supplier arising from or in any way related to Supplier's failure to perform or delinquent performance of any of the Terms and provisions herein including arising from or related to, losses and /or damages arising from delays or defects in goods, materials or products sold to SIE CONNECT. or its assigns hereunder. Supplier's liability also includes any losses and/or damages SIE CONNECT. is found liable to any of its customers or clients. The Supplier shall also bear all costs that may arise in connection with any recall of any Products sold to SIE CONNECT. or its assigns.

9.2. Supplier agrees to provide evidence of General Liability Coverage including Products Liability Coverage. The policy shall contain minimum limits of $1 million per occurrence with aggregate of $1 million.

9.3. Supplier agrees to indemnify and hold SIE CONNECT. and/or its assigns harmless from and against any claims, demands, actions, lawsuits, including reasonable costs and attorney fees incurred, awarded against or demanded from SIE CONNECT. arising from the Products or any defects therein.

9.4. SIE CONNECT. remedies herein are not exclusive by inclusion of all other remedies available under the laws of the State of Florida.

10. Confidentiality/Data Privacy:

10.1. Supplier shall keep confidential any information and data it becomes aware of in connection with any purchase order and shall use any such information and data only for the purpose of performing its obligations to SIE CONNECT. This confidentiality clause shall also survive after complete performance of an order by Supplier and termination of all contractual relationships.

11. Governing Law, Place of Jurisdiction, Final Provisions:

11.1. All legal relationships between SIE CONNECT. and the Supplier shall be governed by and construed in accordance with the laws of the State of Florida, including issues concerning the choice of law. The terms and provisions of the United Nations Convention on Contracts for the Sale of Goods are expressly excluded and not binding on SIE CONNECT.

11.2. Contracts, amendments and modifications as well as declarations relevant for a contract are valid only if made in writing and executed by SIE CONNECT. and Supplier.

11.3. All disputes shall exclusively be referred to state courts in Brevard County, Florida. Supplier expressly consents to jurisdiction of the state courts of Brevard County, Florida and waives any defense to such court's jurisdiction over any dispute arising under or related to any agreement with SIE CONNECT.

11.4. If any dispute arises between the Supplier and SIE CONNECT. and a lawsuit is filed, the prevailing Party will be entitled to recover their reasonable costs and attorney fees, including paralegal fees, however neither party shall entitled to recover any time for travel from any county or jurisdiction outside of Brevard County, Florida or costs for travel from another local or jurisdiction to Brevard County, Florida. All travel time within Brevard County, Florida shall be recoverable by the prevailing party.

11.5. Should any term of the contract or of these Terms and Conditions be or become invalid or unenforceable, this shall not affect the remaining terms of the contract and these Terms and Conditions for any term or provision that is deemed unenforceable; a court shall enforce such provision in accordance with the intent of that provision. Any invalid or unenforceable term shall be deemed replaced by a term reasonable parties would have agreed on to achieve the economic purpose of the invalid term.

11.6. All warranties, representations and indemnification obligations herein and all provisions within section 10 shall expressly survive the termination of this contract and any default by either party.

11.7. In the event of a default by Supplier under any purchase order or agreement for the purchase of Products, SIE CONNECT. may set off and deduct from any other amounts owed by SIE CONNECT. to Supplier any losses, costs, damages and reasonable costs and attorney fees incurred from any current amounts owed.

11.8. The Parties hereby knowingly, voluntarily and intentionally waive the right to a trial by jury in respect of litigation based hereon, arising out of, under or in connection with this Agreement or any other documents contemplated to be executed in conjunction herewith, or any course of conduct, course of dealings, statements (whether verbal or written) or actions of any Party (including, without limitation, any action to rescind or cancel this Agreement and any claims or defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable).

11.9. This Agreement contains the entire agreement between the Parties and all prior negotiations, promises, warranties, and statements are merged herein. The Parties hereto waive any right to assert or claim that they were induced to enter into this Agreement by any representation, promise, statement, or warranty made by any Party or any Party's agent which is not expressly set forth in this Agreement.

11.10. A waiver by the Parties to strictly enforce any rights provided by this Agreement as to any transaction shall not constitute a waiver or release of the right to strictly enforce the terms and provisions of this Agreement as to any subsequent or other transaction