General Terms and Conditions of Sale (GTS) of SIE CONNECT Inc.

SIE CONNECT

(These Terms and Conditions are expressly incorporated into and made part of any and all written contracts, agreements, orders and understandings by and between ("Customers") as principal, buyer or party ordering or purchasing goods, services, products or materials ("Products") from SIE CONNECT, These Terms and Conditions shall apply to all future transactions between SIE CONNECT, and any Customers and shall supersede, govern and control all transactions between SIE CONNECT and any Customer.

Any "Terms and Conditions" of any Customer 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 Customer. This provision shall be deemed an express rejection of SIE CONNECT of any such inconsistent terms. A Customer's acceptance of a SIE CONNECT order confirmation without objection thereto shall be deemed such Customer's acceptance and agreement with those Terms and Conditions herein.

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

SIE CONNECT warrants to the Customer that for a period of 30 days following the delivery of the product to the Customer, the Products will be free from defects in material and workmanship and will function in substantial compliance with the manufacturer's written specifications thereof. Customer's exclusive remedy shall, in any case, be limited, at SIE CONNECT's election to:

A) Repair or replacement of the defective products
B) Refund of the purchase price thereof
C) Crediting of the same against future purchases by the Customer

THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY SIE CONNECT WITH RESPECT TO THE PRODUCTS. THERE ARE NO REPRESENTATION OR WARRANTIES OF ANY KIND BY SIE CONNECT, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SIE CONNECT's maximum liability to Customer shall be limited to the amount that Customer paid to SIE CONNECT for the merchandise received, IN NO EVENT WILL SIE CONNECT OR ITS SUPPLIERS BE LAIBLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING WITHOUT LIMITATION, THOSE RESULTING FROM ANTICIAPTED OR LOST PROFIT, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUYERS, LOSS OF MARKET SHARE, LOSS OF GOODWILL OR MANUFACTURING EXPENSES AND ANY OTHER LOSS(ES) THAT MIGHT ARISE AS A DIRECT OR INDIRECT RESULT OF THE SALE OR USE OF THE PRODUCTS OR AS A RESULT OF SIE CONNECT'S NON-PERFORMANCE OR INADEQUATE PERFORMANCE OF ITS OBLIGATIONS, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBLITY OF SUCH DAMAGES.

All products shall be deemed and presumed acceptable to the Customer and in full compliance with the warranties made herein unless, within 5 days after receipt of the product, Customer shall have notified SIE CONNECT in writing to the contrary. Any claims for shortage or transient damage must be made to SIE CONNECT in writing within 5 days after receipt of the product. All returns must be authorized in advance by SIE CONNECT's Standard Return Authorization Form (RMA).

Title to the Products shall pass to the Customer upon delivery to the carrier. Customer agrees, however, that SIE CONNECT shall retain a purchase money security interest in all Products and to proceeds thereof, until the purchase price and other charges due to SIE CONNECT shall have been paid in full. Customer agrees to execute any financing statement or other documents as SIE CONNECT may request in order to perfect SIE CONNECT's security interest. Upon any default by Customer hereunder, SIE CONNECT shall have all rights and remedies of a secured party under the Florida Commercial Code which rights and remedies shall be cumulative and not exclusive.

SIE CONNECT makes no representation concerning patents, trademarks, trade names or service marks (Collectively "Patents") of any of its Products. SIE CONNECT's obligation for Patent infringement is expressly limited to any indemnification, which SIE CONNECT's supplier of the products has agreed in writing to provide (or by operation of laws been deemed to provide) to SIE CONNECT.

Customer shall be responsible for all reasonable costs and expenses incurred by SIE CONNECT in collection of any sums owing by Customer or in SIE CONNECT's enforcement of any provision of this agreement and SIE CONNECT shall not be obligated to make any furthers deliveries to Customer. Such reasonable costs and expenses shall include, but not limited to, reasonable attorney's fees.

SIE CONNECT will not be liable for delays in delivery or for failure to perform its obligations or for any damages suffered by Customer due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. SIE CONNECT's time for delivery or performance will be extended by the period of such delay or SIE CONNECT may, as its option, cancel any order or remaining part thereof, without liability by giving notice to the Customer.

All legal relationships between SIE CONNECT and the Customer 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 in SIE CONNECT 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 Customer.

All disputes shall exclusively be referred to state courts in Brevard County, Florida. Customer 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.

If any dispute arises between the Customer and SIE CONNECT and a lawsuit is filed, the prevailing Party shall be entitled to recover their reasonable costs and attorney fees, including paralegal fees, however neither party shall be 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. The prevailing party shall recover all travel time within Brevard County, Florida 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 upon to achieve the economic purpose of the invalid term.
All warranties, representations and indemnification obligations herein shall expressly survive the contract and any default by either party.

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 of defenses asserting that this Agreement was fraudulently induced or is otherwise void or voidable).

This Agreement contains the entire agreement between 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 representations, promise, statement or warranty made by any Party or any Party's agent which is not expressly set forth in this Agreement.

A waiver by the Parties to strictly enforce any rights provided by this Agreement as to any transaction shall constitute a waiver or release of the right to strictly enforce the terms and provisions of this Agreement s to any subsequent or other transaction

Customer agrees to comply with all relevant export and trade control laws, regulations, or requirements of the United States and other relevant jurisdictions, including, without limitation, the U.S. Export Administration Regulations (15 C.F.R. Part 730 et seq.) the U.S. International Traffic and Arms Regulations (22 C/F.R. 120 et seq.) and U.S. economic sanctions and embargoes (codified in 31C.F.R. Chapter V). Without limitation on the foregoing, Customer agrees to comply with all relevant laws governing Customer's purchase, receipt, use disclosure, and/or re-export of any goods (including all hardware, software or technology) provided to it under this agreement. This provision shall survive the termination of this agreement.