

IEP Systems Inc. Terms and Conditions of Sale

For shipments within the United States

Effective April 26 2016.

IEP Systems Inc. reserves the right to change these Terms and Conditions of Sale at any time without notice.

PAYMENT TERMS:

Purchaser agrees to pay the prices quoted by IEP Systems (hereinafter, "IEP") and is responsible for applicable shipping and handling charges, taxes and duties.

If purchaser does not pay any invoice, in whole or in part, when due, IEP shall assess a finance charge on any past due balance at the maximum legal rate permitted on open accounts. If any amount due IEP is collected by or through attorney, IEP shall be entitled to recover all costs of collection.

PRICES:

All prices are those in effect at the time of quotation and are subject to change without notice. IEP reserves the right to require minimum order amounts. Prices exclude all taxes.

FREIGHT POLICY:

All shipments are F.O.B.. Origin. Purchaser is responsible for all freight charges.

TAXES:

Purchase is responsible for paying and reporting all applicable taxes levied or based on account of the purchasing price or the acquisition, ownership, license or use of the products or services.

TRANSPORTATION CLAIMS:

Title and risk of loss passes to purchaser upon delivery of products by IEP to the carrier. Therefore, claims for damages or shortages in transit are the responsibility of purchaser. Bills of Lading marked with "Shippers Load and Count" do not constitute a transfer of liability for the freight or damages from purchaser to IEP.

PACKAGING:

IEP reserves the right to optimize packaging at its discretion.

SERVICE AREA LIMITATION:

IEP reserves the right to refuse to make quotations, accept orders or make shipments to points of destination outside of the regular or assigned selling and service area of the applicable IEP distributor.

RETURNS

No merchandise may be returned.

CANCELLATIONS

Once IEP has accepted an order, the order may not be canceled. In the event an order is canceled, the purchaser will be charged for the full amount of the purchase price of the merchandised placed on order.

LIMITED WARRANTY:

Statements of the limited warranties provided by IEP products and services are available on <http://www.IEPSys.com>

LIMITATION OF LIABILITY:

The total liability of IEP on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, IEP's sale, delivery, resale, repair, or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period.

IEP shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of IEP, including without limitation, embargoes; shortages of labor, raw material, or fuel; floods; accidents; acts of war; or other similar causes.

IN NO EVENT SHALL IEP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

INTELLECTUAL PROPERTY:

Nothing herein shall be construed to grant purchaser or any end user of an IEP product any right, title, or interest in or to any intellectual property rights (including, without limitation, any patent, trademark, or copyright) embodied in or associated with the products, services, service offerings, or related software that may be already installed in or included with the products, services or services offerings. Any such software is not sold, and may be protected by international intellectual property laws and

treatise. Such software may be used solely in connection with the product, service or service offering with which it is included, subject to any additional terms and conditions that may become applicable when the end user installs or accepts the software or part of a written agreement between IEP and the end user. The products may not be loaned, rented or disclosed, nor may access be provided to the software, for a fee or otherwise, to any third party. The software may be permanently transferred, but only as part of a sale or transfer of the products. Provided that no copies are retained, all software is transferred, and such sale is subject to the applicable terms of these Terms and Conditions of Sale. No product or software shall be duplicated, reverse engineered, or decompiled by anyone other than IEP except and only to the extent this restriction is prohibited by law.

CONSTRUCTION

These Terms and Conditions of Sale shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, without regard to such state's laws related to choice of law.

GENERAL:

Unless otherwise specifically agreed in writing by an authorized representative of IEP, any different or additional terms and conditions proposed by any purchaser in a purchase order, response to a quotation or other proposal, are hereby rejected by IEP and shall not be incorporated into any order or other agreement for the sale of IEP products, services or service offerings. Purchaser's assent to these Terms and Conditions of Sale shall be conclusively presumed from purchaser's acceptance of all or part of any products, services or service offerings ordered. If an authorized representative of IEP has acknowledged purchaser's order or proposal, and such acknowledgment is found to constitute an acceptance of any offer, such acceptance is expressly made conditional on purchaser's assent solely to these Terms and Conditions of Sale which shall form part of the acknowledgment, and acceptance or authorized resale by purchaser of any products or services shall be deemed to constitute such assent. If any quotation or other document of IEP is deemed to constitute an offer to purchaser, purchaser's acceptance of such offer is limited to these Terms and Conditions of Sale. These Terms and Conditions of Sale, together with any warranty statement by IEP, constitute the entire sales agreement between IEP and purchaser, unless they are made part of a written agreement between IEP and purchaser. No custom, practice, or course of prior dealings between the parties and no usage of trade shall modify or otherwise affect these Terms and Conditions of Sale. IEP objects to and rejects any terms between purchaser and any other party, and no such terms, including but not limited to any government regulations shall be a part of or incorporated into any order from purchaser to IEP, unless agreed to in writing by an authorized representative of IEP. These Terms and Conditions of Sale supersedes all those published or issued previously by IEP. All orders are subject to final acceptance by IEP and credit approval. IEP will not accept orders that require customer-furnished components, unless agreed to in writing by an authorized representative of IEP. IEP price sheets are not offers to sell and possession of a price sheet does not entitle one to purchase. IEP shall not be bound to sell any products or provide any services unless it shall, in its sole discretion, accept submitted purchase orders.