

## **Communications International, Inc.**

### **Terms and Conditions of Sale**

**Important Information about These Terms and Conditions.** These Terms and Conditions constitute a binding agreement between you as the “Customer” and Communications International, Inc. (“Ci”) as seller and are referred to herein as either “Terms and Conditions” or this “Agreement”. By making a purchase from or placing an order with Ci or shopping on any Ci Website or Mobile Application (each, a “Site”) or otherwise ordering “Products” or “Software”, or engaging Ci to perform or procure any “Services” Customer accepts these Terms and Conditions. All capitalized terms are defined when they first appear.

**Term.** This Agreement will remain in effect for one year and shall automatically renew for successive one year terms or until succeeded by a new agreement from Ci (each a “Term”).

**Orders and Quotations.** All orders are subject to acceptance by Ci at its headquarters in Vero Beach, Florida and are non-cancelable once accepted (each an “Order” collectively the “Orders”). Only written quotations are valid and are good for orders received within thirty (30) days, unless otherwise extended in writing. Quoted shipping costs are best estimates only and will be added to the invoice along with applicable taxes. Prices are subject to change without notice. All orders are subject to approval of the Ci’s Finance Department. If credit is not approved, shipment of the ordered Product or Software or performance of the Service can only be made with Cash in Advance. Payment terms are as set forth below unless differing terms are stated in the quotation or service order documentation and are subject to change if Customer’s financial condition or payment record change. Ci may discontinue performance if Customer fails to pay any sum due, or fails to perform under this or any other agreement with Ci.

**Risk of Loss and Title.** All shipments are made F.O.B. Vero Beach, Florida with risk of loss or damage passing from Ci to Customer upon shipment. If there is damage or lost product during transit, claims must be made immediately by the Customer. Claims for shortages in Product shipment must be made within 30 days from date of shipment from Ci. Product Returns are subject to Ci’s prior approval and applicable charges, including restocking fees for returned product at 25% of invoiced price.

No Product returned to Ci for any reason will be received or accepted by Ci unless a prior written authorization has been issued.

Title to the Product shall transfer to the Customer at the F.O.B. point. Ci reserves a purchase money security interest in all Product and Software shipped hereunder and the Customer agrees to do all acts necessary to perfect and maintain such right and security interest of the Ci.

**Warranties, Limitations of Warranties and Limitations of Remedies.** For Product sold and Software licensed under this Agreement, Ci will pass through to Customer, the manufacturer’s warranty. Ci makes no warranties, express or implied with respect to Product and Customer agrees such is being acquired on an “AS-IS” basis.

The express warranty set forth above, is the exclusive warranty offered by Ci and is in lieu of any and all other conditions and warranties of any kind or nature, whether express, implied or statutory and Ci makes no warranty of merchantability of fitness for any particular purpose. Warranties are limited to those provided by manufacturers.

**Payment.** Customer agrees to pay the total purchase price for the Products and Software plus shipping and taxes as applicable. Terms of payment are net 30 days from date of invoice unless differing terms are stated in the quotation or service order. In connection with Services being performed pursuant to a Statement of Work, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the applicable Statement of Work. If no payment schedule is provided, Customer will pay for the Services net 30 days from date of invoiced by Ci. Ci may invoice Customer separately for partial shipments, and Ci may invoice Customer for all of the Services described in a Statement of Work or any portion thereof.

**Force Majeure.** Neither party shall be considered in default in performance of its obligations hereunder if performance of such obligations is prevented or delayed by acts of God or government, labor disputes, failure or delay of transportation, or by vendors or subcontractors, or any other similar cause or causes beyond the reasonable control of either party. Time of performance of either party’s obligations hereunder shall be extended by the time period reasonably necessary to overcome the effects of such force majeure occurrences.

**Default.** Failure of Customer to make payments or to perform any other condition of this Agreement shall constitute breach of the affected Order(s) placed hereunder.

In addition, the occurrence of any of the following events shall constitute a breach of all Orders placed hereunder: (1) a receiver, trustee or liquidator of Customer is appointed for any of its properties or assets; (2) Customer becomes insolvent or admits in writing its inability to pay its debts as they mature; (3) Customer makes a general assignment for the benefit of creditors; (4) a petition for the reorganization of Customer or an arrangement with its creditors, or readjustment of its debt or its dissolution or liquidation or similar relief is filed by or against Customer under any law or statute; (5) Customer ceases doing business or commences dissolution or liquidation.

In case of breach, Ci may cancel the defaulted Order(s), declare the entire amount of any unpaid commitment and any other charges immediately due and payable and use all available remedies to take possession and remove Product with all costs, including attorneys’ fees, to be borne by Customer. Ci’s right to recover possession of the Product is in addition to all other available remedies at law or in equity.

Ci reserves the right to impose a late payment charge of one and one half percent (1 1/2%) per month, but not in excess of the lawful maximum, on any past due balance in the event the Customer shall fail to pay any charges within fifteen (15) days after same are due and Customer agrees to pay same. In the event Ci must hire legal counsel in order to collect amounts due under this Agreement including any unpaid interest charges, then such reasonable legal fees, including all fees and costs for appellate proceedings and all fees and costs incurred by Ci in collecting on any judgment shall be payable by Customer.

Customer will pay for, and will indemnify and hold Ci and its Affiliates harmless from, any applicable sales, use, transaction, excise or similar taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees), imposed on, in respect of or otherwise associated with any Statement of Work, Products, Software or Services. Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Ci with the necessary supporting documentation. In the event of a payment default, Customer will be responsible for all of Ci’s costs of collection,

including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, Ci reserves the right to suspend Services until payment is received.

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Limitation of Liability. Under no circumstances and notwithstanding the failure of the essential purpose of any remedy set forth herein, will Ci, its affiliates or its or their suppliers, subcontractors, manufacturers or agents be liable for: (a) any incidental, indirect, special, punitive or consequential damages including but not limited to, loss of profits, business, revenues or savings, even if Ci has been advised of the possibilities of such damages or if such damages are otherwise foreseeable, in each case, whether a claim for any such liability is premised upon breach of contract, warranty, negligence, strict liability or other theory of liability; (b) any claims, demands or actions against customer by any third party; (c) any loss or claim arising out of or in connection with customer's implementation of any conclusions or recommendations by Ci or its affiliates based on, resulting from, arising out of or otherwise related to the products, software or services.

Except for claims for personal injury or for damage to real or tangible personal property to the extent caused by Ci's fault or negligence, Ci's maximum liability to customer for any claim for damages relating to Ci's performance or non-performance under this agreement shall be limited to \$100,000.

Waiver. No waiver by either party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of either party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by either party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided such provisions still express the intent of the parties. If the intent of the parties cannot be preserved, the Agreement shall either be renegotiated or rendered null and void.

Governing Law, Venue, Limitation of Actions. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The parties hereby consent and submit to the exclusive jurisdiction of the appropriate state or federal court serving Indian River County, Florida, as to any dispute or controversy arising either directly or indirectly, under or in connection with this Agreement. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred.

Entire Agreement. The terms and conditions contained in this Agreement shall be applicable to all Orders placed on Ci by Customer during the effectiveness of this Agreement whether this Agreement is referenced or not on such Orders. Additional or different terms contained in Customer's purchase orders shall not be applicable to such Orders unless expressly agreed to in writing by Ci's authorized representative. This Agreement, including all Orders accepted hereunder, expresses the entire understanding and agreement of the parties with reference to the subject matter hereof, is a complete and exclusive statement of the terms of this Agreement and no representations or agreements modifying or supplementing the terms of this Agreement including but not limited to Customer's purchase order and Ci's order acknowledgment form, shall be valid unless in writing, and signed by persons authorized to sign agreements on behalf of both parties.

Acknowledgement By: \_\_\_\_\_