



DIGITALSECURITYSOLUTIONS
dsscorp-usa.com

TERMS AND CONDITIONS OF SALE

These Terms and Conditions are an essential part of the offer to sell equipment, products, parts, materials, machines, or devices, and/or certain related support services (collectively, "Products and Services"), when applicable and as itemized on a Proposal or Quote. by Digital Security Solutions Corp. (hereinafter referred to as "Seller"). Such an offer to sell is expressly conditioned upon the acceptance of these Terms and Conditions by the purchaser (hereinafter referred to as "Buyer") of such Products and Services. Submission of a purchase order, credit card payment, or wire transfer by Buyer for Seller's Products and Services shall be an acceptance of these Terms and Conditions. Agreement by Seller to furnish the Products and Services hereby ordered, or furnishing such Products and Services in whole or in part, shall constitute acceptance by Seller of the purchase order, credit card payment, or wire transfer subject to these Terms and Conditions. If there are other contractors in the sales channel beyond the "Buyer", the "Seller" has no connection or responsibility with the contracts, requirements, and clauses of these contractors with the end user or with the contracts, requirements, and clauses between the contractors in the sales channel. The requirements and clauses of the contracts of any contractor with the end user or between the contractors if there is more than one in the sales channel, do not flow or connect with the "Seller" contractually. Any modified terms or conditions, or those inconsistent with or in addition to the Proposal or Quote, or to these Terms and Conditions, shall be void and of no effect unless specifically agreed to in writing by Buyer and Seller. Any additional or inconsistent terms and conditions on Buyer's written expression of acceptance, purchase order, or any other document issued by Buyer, are rejected by Seller and shall not apply to such sale unless expressly approved and signed by Seller.

The "Seller" Terms and Conditions and order information set forth in this document or incorporated by reference and any modification made pursuant to it shall constitute the complete and exclusive written expression of the terms and conditions of the agreement between the parties, regardless of any conflicting, inconsistent or additional provisions proposed by BUYER. The "Seller" Terms and Conditions and order information set forth in this document supersedes all prior or contemporaneous proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating to the subject matter of this contract. The terms and conditions of this contract as set out herein may not in any way be explained or supplemented by a prior or existing course of dealings between the parties by any usage of trade or custom, or by any prior performance between the parties under this contract or otherwise and may not be modified in any way by any subsequent orders, proposals, acknowledgments, or other communications which relate to said order, unless specifically agreed in writing by BUYER and SELLER. SELLER is not responsible for typographical errors made in any of its publications, or for stenographic or clerical errors made in the preparation of quotations, acknowledgments, or specifications. All such errors are subject to correction.



SHIPPING INSTRUCTION

Delivery of all Products and Services purchased according to these Terms and Conditions shall be F.O.B. Seller's facility, unless different delivery terms are agreed to, in writing, by Buyer and Seller. The Seller shall prepare the Products and Services for shipment. Upon pickup from Seller's facility, Buyer assumes the risk of loss for the Products and Services. Insurance, shipping, and handling costs for all Products and Services shipped to the Buyer shall be at the Buyer's expense.

The SELLER assumes no liability for loss, delay, breakage, or damage after delivering packaged products in good order to the carrier. All risks of loss transfer to the BUYER upon delivery of the goods to the carrier at the F.O.B. point. All transportation and shipment costs are the sole liability of the BUYER.

The Buyer Purchase Order Number shall appear on all invoices, bills of lading, packing lists, and all correspondence. The Seller shall always comply with Buyer's written shipping instructions to the extent they are reasonable and commercially feasible.

FORCE MAJEURE

In no event shall SELLER be liable for any losses or damages (including incidental or consequential damages), delays, or defaults occasioned by: (1) acts of God or of a public enemy, (2) acts of the United States or any state or political subdivision thereof, (3) fires, floods, explosions or other catastrophes, (4) epidemics and quarantine restrictions, (5) strikes, slowdowns or labor stoppages of any kind, (6) freight embargoes, (7) unusually severe weather, (8) delays of a supplier, or (9) causes beyond the control of the SELLER.

PAYMENT

Buyer shall pay Seller, without any offsets or reductions, the amount set forth on each invoice submitted by Seller according to the payment terms of the Proposal or Quote or purchase orders, as applicable. The Seller will retain title to all Products and Services until invoices are paid in full and shall have the right to repossess the Products and Services in the event of Buyer's failure to pay. Failure to make payments within five (5) days of their due date shall result in payment of late fees to Seller equal to the lesser of 10% per annum of the outstanding balance or the maximum rate permitted by law until such time that all balances, including late fees, are paid in full. **Payment(s) must be made only by Wire Transfer.** All bank charges and/or fees related to the Wire Transfer must be assumed by the buyer, the amount to be received must be equal to that shown in the quote and must be exempt from any bank charges.



The Seller will invoice the buyer upon receipt of the Purchase Order 50% in advance to process the order and will provide a completion schedule of the order in conjunction with the first invoice. The Seller will invoice the remaining 50% when the order is completed and before the delivery from the factory.

ORDER ACCEPTANCE

All orders submitted by the BUYER (for Products distributed by SELLER) shall be initiated by a Purchase Order submitted to SELLER (sales@dsscorp-usa.com and mmouriz@dsscorp-usa.com) and with 50% of the total order amount as an initial payment in advance via wire transfer as per instructions to be emailed to BUYER. At that time the SELLER will inform BUYER of an estimated delivery date based on the date confirmed to SELLER by the manufacturer for delivery of the product. In no way shall the SELLER have any liability to BUYER or end-user for the failure of the manufacturer to meet delivery time for products SELLER represents. SELLER will use reasonable efforts to notify BUYER promptly of any delays or changes in delivery time caused by the manufacturer and will assign a new delivery time based on new information received from the manufacturer. To facilitate production scheduling by each manufacturer the SELLER represents, BUYER shall submit Purchase Orders to SELLER consistent with the then-current lead times for the applicable Products distributed by SELLER. No Purchase Order shall be binding on SELLER unless and until SELLER has accepted the Purchase Order by (i) providing BUYER with an order confirmation by email, fax, web interface, or otherwise.

FACTORY ACCEPTANCE

Final acceptance or rejection of the goods to the contractual requirements shall be at SELLER 's factory in accordance with SELLER's standard factory acceptance procedure within thirty (30) days after written notice to BUYER of acceptance test schedule. The title shall pass to the BUYER upon acceptance of each line item at SELLER's factory. Upon acceptance of each unit of goods, BUYER waives any right to revoke such acceptance for any reason, whether known or unknown to BUYER at the time of acceptance. BUYER's sole and exclusive remedy regarding any defect or nonconformance becoming apparent in the goods after such acceptance shall follow clauses that appear in the document LIMITED WARRANTY.

TERMINATION

In the event of termination of all or any part of the order by BUYER or SELLER prior to completion of performance hereunder, SELLER shall be entitled to termination charges, if any, as reasonably determined by SELLER. Such charges shall include all expenses, liabilities, and obligations incurred with respect to manufacturing the goods or contracting for their manufacture, plus allowance for a reasonable profit.



PATENTS, TRADEMARKS, AND COPYRIGHTS

None of the SELLER's products patent, trademark, copyright, or trade secret rights is transferred to BUYER other than the right to use SELLER-supplied products in the normal course of its business. SELLER shall have no liability for any claim of patent, trademark or copyright infringement based on the use of BUYER's designed products, BUYER modified versions of SELLER supplied products, or combinations of SELLER -supplied products with equipment, products and/or services not supplied by SELLER, providing such infringement would have been avoided by the use of unmodified SELLER -supplied products alone.

ASSIGNMENT

Neither this contract nor any interest herein may be assigned by BUYER either voluntarily or by operation of law without the prior written consent of SELLER. No consent shall be deemed to relieve BUYER of its obligations to fully comply with the requirements hereof.

JURISDICTION

Governing Law. This Agreement is made under and shall be construed according to the laws of the State of Florida, U.S.A. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Party to be charged.

MERCHANDISE AND CLAIM TERMS

Orders canceled by BUYER will be subject to a cancellation charge at SELLER's discretion.

RETURNED GOODS

No merchandise will be accepted for return without written authorization. All returns must be unused, undamaged, in the original factory carton, and accompanied by a "Return Material Authorization (RMA) number and a copy of the SELLER invoice. Restocking charges apply to returned goods depending upon the circumstances of return and condition of product. All returned goods must be shipped prepaid, insured, and properly packed and the RMA number must be referenced on all correspondence and must be visible on the exterior of the carton.