

GENERAL TERMS & CONDITIONS OF SALE

1. **Acknowledgment.** META Storage Solutions, Inc., with its current address at 1801 NE 123rd St, Suite 314 North Miami, FL 33181 ("Seller"), following receipt of Buyer's order ("Purchase Order"), agrees to sell to Buyer the goods and services described in the Purchase Order subject to any variations contained in Seller's acceptance and final Purchase Order Confirmation including these General Terms & Conditions of Sale ("Terms of Sale"). Additional or different terms in Buyer's Purchase Order are rejected and are not binding upon Seller unless such terms are expressly accepted in writing by Seller. In the event of a conflict between the Purchase Order Confirmation and these Terms of Sale, the terms of the Purchase Order Confirmation shall prevail.
2. **Offers.** Any written offers/quotations made by Seller shall not be binding on Seller unless differently stated in such offer.
3. **Purchase Price and Payments.** Seller's price is payable in U.S. dollars. Terms of payment are: 100% due from Purchaser upon receipt of Seller's invoice. All invoices paid later than fourteen (14) days after the due date will be assessed a late payment charge of 1.0% per month. Buyer may only set off own claims against Seller's claims if those claims have been recognized by Seller or if they are evidenced by a final enforceable court or similar decision.
4. **Taxes and Assessments.** Unless otherwise specified, prices quoted by Seller exclude taxes and assessments including but not limited to, sales, use, value added or excise taxes, duties, imposts, and other charges or assessments which are the sole liability of Buyer. If Buyer asserts no sales tax is due, it shall furnish Seller a valid, executed tax exemption certificate for the jurisdiction where the sale is deemed to be made.
5. **Delivery, Title and Risk or Loss, Costs of Transportation, Inspection/Acceptance.**

Stated delivery dates are estimates only, and Seller shall be granted a grace period of six (6) weeks, except in cases where the Purchase Order expressly says otherwise or where Buyer can prove that its interest in contract satisfaction would totally lapse as a result of the delayed delivery date, in which case Buyer shall be entitled to terminate the Purchase Order and a return of any deposit or prepayment. Any further compensation for damages suffered as a result of a delay is hereby excluded.

Title and risk of loss to goods shall pass upon delivery EXW warehouse of Seller currently located in Duluth, Georgia, USA. Unless otherwise stated in writing by Buyer (i) Seller may select packing, shipment, routing and carrier (ii) goods will be packaged according to industry standards and special packaging will be subject to additional charges, and (iii) lots or installment deliveries shall be deemed covered by a separate contract and any rejection or revocation of acceptance of one lot or installment shall affect only such lot or installment and shall not impair the value of the balance of the Purchase Order.

Buyer shall be responsible for all transportation costs, including costs of packaging, unless otherwise agreed upon.

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Buyer shall inspect the quantity and quality of the goods within five (5) days of arrival at the designated site, and any variations or claims shall be reported immediately to Seller, or else Buyer shall be deemed having accepted the goods.

6. Force Majeure. Seller shall not be responsible for any delays or non-performance caused in whole or in part, directly or indirectly, by strikes, accidents, embargoes, fire, floods, inability to obtain materials, labor or services, conditions arising from government orders or regulations, war or national emergency, Acts of God, and any other cause, similar events to the foregoing which are deemed beyond Seller's reasonable control. Buyer may not refuse delivery on grounds of an event of Force Majeure.

7. Security Interest. Seller reserves a purchase money security interest in goods and services sold hereunder equal to the price. Said interest shall be released on receipt of payment in full. Buyer agrees to sign and give UCC forms to Seller for filing. Buyer's refusal to deliver a duly signed UCC authorizes Seller to sign and record this document and a UCC form as attorney-in-fact for Buyer to perfect said security interest of Seller.

8. LIMITED WARRANTY. Except as otherwise provided in a separate written agreement between Seller and Buyer, Seller warrants its goods and services will conform to the agreed upon purchase specifications and be free from defects and deficiencies in workmanship and materials for a term of sixty (60) months from the date of delivery of such goods and services to the Buyer.

In the event of a valid warranty claim, Seller's sole obligation shall be to repair or replace the returned goods or to redeliver the services, at its sole discretion.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS OR MERCHANTABILITY.

Warranty claims must be in writing and made within fourteen (14) days of discovery of the defect.

9. Limitation of Liability. Except as may be otherwise provided in a separate written agreement with Buyer, Seller limits all claims of all persons for losses or damages under this agreement, to the fullest extent permitted by law, to the value of the Purchase Order, and no further damages such as for lost profit, loss of production, property damage, special damages, claims of consequential or incidental damages, exemplary or punitive damages claimed by or through such injured party asserting such claims are compensable for any breach of this agreement including any warranty.

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Bank:
for ACH Payments:
Beneficiary: META Storage Solutions Inc.
Acct. No: 1000165290346
Bank: SUNTRUST BANK
Address: 1801 NE 123rd St, Suite 314
Routing No: 061000104
SWIFT: SNTRUS3A

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10. **Patents and Other Intellectual Property Rights.** In the event Buyer supplies designs, specifications or instructions which are incorporated into the goods sold hereunder, or modifies any goods or combines them with other products, Buyer warrants that such goods will not infringe any patent, trademark, copyright or other intellectual property of another, and Buyer agrees to indemnify, hold harmless and defend Seller, its affiliates, successors, assigns, customers and users from and against any and all such losses, damages, liabilities, claims and demands (including attorney's fees) and lawsuits at law or equity for infringement of any patents, trademarks, copyrights or other intellectual property rights pertaining to the goods arising from Buyer's designs, specifications or instructions. As to any intellectual property delivered by Seller, Buyer, subject to the Purchase Order Confirmation, shall only have a royalty-free and limited license to use such intellectual property as is necessary for the agreed upon, or ordinary, use of the goods and services sold by Seller.

11. **Postponement and Cancellation.** Notice of Buyer regarding postponement in shipment schedule must be received by Seller in writing at least ten (10) days prior to the original scheduled shipment date. Postponements of more than thirty (30) days may result in additional charges to Buyer. An Order may be cancelled by Buyer only upon showing of good cause and with Seller's consent which shall not be unreasonably withheld provided further that cancellation shall not be effective unless the parties have reached a reasonable agreement as to the terms of the cancellation which shall include the following payments to Seller: (i) any costs incurred by Seller to the date of cancellation including but not limited to incremental costs of processing the cancellation, and (ii) a portion of the profit it would have obtained but for the cancellation. The profit portion payable shall be calculated as a percentage of the total profit Seller would have achieved.

12. **Arbitration, Waiver of Jury Trial.** Except as provided in this paragraph, the parties agree to submit any and all disputes to an arbitrator in Atlanta, Georgia applying the American Arbitration Association Rules, unless the nature of the dispute is not suitable for arbitration thereby affording a party the right to pursue redress in a proper court without proceeding to arbitration. The proceedings shall be in English and conducted by one arbitrator. Any award shall be enforceable in any court of competent jurisdiction according to the applicable laws and/or the United Nations Convention for the Enforcement and Recognition of Arbitral Awards. In the event of court proceedings, the parties agree to waive any right to trial by jury.

13. **Law.** The parties expressly exclude the United Nations Convention on the International Sale of Goods. The parties agree on the laws of Georgia as the controlling law.

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14. **Default and Remedies.** If Buyer commits or suffers an act of bankruptcy, reorganization, merger, change in control, dissolution or bulk transfer, or violates the terms of an agreement with Seller, in addition to other remedies Seller may declare itself insecure and suspend performance of Buyers' Orders until receiving adequate assurance of performance or treat such event as a default. The parties are entitled to exercise all remedies available at law or in equity which are cumulative and may be exercised at any time and in any combination allowed by law. If Seller reasonably believes the financial condition of Buyer does not justify shipment on the within terms, Seller may make a written demand for full or partial payment in advance, suspend its performance until such payment is received or cancel any order.

15. **General.** This document, including the Purchase Order, represents the complete agreement between the parties with respect to the goods and services sold hereunder. No modification hereof shall be effective unless accepted in writing by Seller. If any provision herein shall be held to be invalid, illegal or unenforceable, these Terms of Sale shall be construed as if such provision is not contained herein, and such invalidity, illegality or unenforceability shall not affect any other provision herein.

July 2016

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