

## GEX CORPORATION SALES TERMS AND CONDITIONS

1. **Acceptance of Terms and Conditions; No Additional Terms.** By purchasing products (the “**Products**”) from Intelligent Operation Technologies, Inc. d/b/a GEX Corporation (“**GEX**”) by electronic, phone, paper or any other form of transmission, the person or entity purchasing such Products (“**Buyer**”) confirms that these terms and conditions (the “**Terms and Conditions**”) apply to Buyer’s purchase of the Products. The term “Products” includes Products manufactured by GEX (“**GEX Products**”) and Products manufactured by a third-party (“**Third Party Products**”). An order for the Products is deemed by GEX to be an offer to purchase, which GEX may accept or reject in its sole discretion. GEX objects to any proposal or agreement provided by Buyer that includes different or additional terms that vary from these Terms and Conditions or any agreement or other document to which these Terms and Conditions are attached or incorporated by reference, and any such proposal or agreement is disallowed and shall be of no effect. These Terms and Conditions apply to all Products sold by GEX, whether GEX Products or Third-Party Products; provided, however, any software licensed by GEX shall be subject to a separate license agreement. GEX and Buyer may be referred to in these Terms and Conditions collectively as the “**Parties**” or individually as a “**Party**.”

### 2. **Fees and Payment.**

(a) **Payment.** Buyer shall pay GEX, without offset or deduction, the purchase price and other fees (collectively, the “**Fees**”) set forth in these Terms and Conditions and the order acknowledgement provided by GEX in response to Buyer’s order (the “**Order Acknowledgement**”). All Fees for the Products shall be due and payable in U.S. currency in accordance with the payment terms set forth in the Order Acknowledgement or, if no Order Acknowledgement is provided by GEX, upon receipt of the invoice. If Buyer fails to make any payment when due, in addition to all other remedies that may be available, GEX may charge interest on the past due amount at the rate of 1.5% per month or, if lower, the highest rate permitted under applicable law. Buyer agrees to reimburse GEX for GEX’s costs of collection (including, without limitation, attorneys’ fees) should Buyer fail to pay GEX in a timely manner.

(b) **Taxes and Other Charges.** All Fees and other amounts payable by Buyer under these Terms and Conditions are exclusive of taxes and similar assessments. Buyer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Buyer hereunder, other than any taxes imposed on GEX’s income. Buyer is also solely responsible for all freight and other charges related to delivery and importation (when applicable) of the Products, and upon notice (whether on an Order Acknowledgement or a future invoice) shall promptly reimburse GEX for such charges.

### 3. **Delivery.**

(a) The following terms apply to shipments of Products:

(i) Products will be shipped in accordance with the shipping terms specified in Buyer’s purchase order and confirmed in the Order Acknowledgement. Shipments shall be bound by the latest published INCOTERMS® guidelines as currently published and accepted by the International Chamber of Commerce or a previous revision that is explicitly specified in the Order Acknowledgement. Unless otherwise stated in the purchase order and confirmed in the Order Acknowledgement, Products will be delivered “Ex Works” (EXW) at GEX’s manufacturing facility.

(ii) Delivery schedules are estimates only. Failure to deliver within the agreed schedule, for whatever reason, shall not entitle Buyer to cancel the order, or claim consequential, liquidated or other damages.

(iii) GEX may, in its sole discretion, without liability or penalty, make partial shipments of the Products to Buyer until the order is filled completely. In GEX's discretion, each shipment may constitute a separate sale, and unless otherwise stated in the Order Acknowledgement, Buyer shall pay when invoiced for the Products shipped whether such shipment is in whole or partial fulfillment of the quantity purchased.

(b) Buyer acknowledges that it has a reasonable opportunity to inspect the Products prior to accepting delivery thereof from the carrier and that it shall be deemed to have waived any nonconformities of the Products which are discoverable at that time unless it notifies GEX thereof prior to accepting the Products from the carrier. Buyer further agrees that it shall be deemed to have waived any other nonconformities which are discoverable upon visual inspection if such nonconformities are not reported orally to GEX within one (1) business day and confirmed in writing within three (3) business days after delivery by the carrier.

#### 4. ***Buyer Responsibilities.***

(a) Buyer shall use the Products in compliance with these Terms and Conditions and any documentation provided in connection with the Products, and shall be responsible for compliance with these Terms and Conditions by Buyer's employees and agents who have access to the Products. Buyer assumes all responsibility and risk of selection and suitability of the Products, and Buyer will not make any claim against GEX based on GEX's technical advice, statements, data, services or recommendations.

(b) Buyer understands that Product performance during actual use will depend substantially on factors beyond GEX's control, including, but not limited to, Buyer's proper care, testing, installation and maintenance of Products. Buyer shall undertake and complete product care, testing, installation and maintenance in accordance with procedures recommended by GEX or the third-party manufacturer in the Product's manual and applicable industry practices, and Buyer agrees to hold harmless, indemnify and defend GEX from and against any claims, liability damages or expenses incurred by GEX, including attorneys' fees and costs, as a result of Buyer's failure to follow such procedures.

#### 5. ***Limited Warranty.***

(a) ***GEX Products.*** GEX warrants to Buyer that for a period of one (1) year from the date of shipment of the GEX Products, such GEX Products will materially conform to the specifications as set forth in the applicable product documentation delivered to Buyer or on GEX's website and will be free from material defects in material and workmanship. Buyer's sole and exclusive remedy for breach of the warranty set forth in this Section 3(b) is limited at GEX's option to: (a) repair of the defective product, (b) delivery of a replacement product to the point of original delivery, or (c) refund of the original purchase price.

(b) ***Third Party Products.*** Third Party Products, including, without limitation, those contained in or packaged together with GEX Products, are not covered by the warranty in Section 5(a). GEX provides no warranty on the Third-Party Products and has no responsibility, obligation or liability in connection with any Third Party Products; provided, however, GEX will deliver such Third Party Products as described in these Terms and Conditions and the Order Acknowledgement, and GEX will pass through any warranties received by it from any suppliers or manufacturers of any Third Party Products to the extent permitted by such suppliers or manufacturers.

(c) ***No Other Warranties.*** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(A), GEX MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY SERVICE, ADVICE, OR CONSULTATION, IF ANY,

FURNISHED TO BUYER BY GEX OR ITS REPRESENTATIVES, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEX SHALL NOT BE LIABLE FOR DAMAGES DUE TO LOSS OF PROFITS OR REVENUES, COSTS OF SUBSTITUTE GOODS, FACILITIES DOWN TIME COST, INCREASED LABOR COST OR CLAIMS OF CUSTOMERS, PURCHASERS OR CONTRACTORS FOR SUCH DAMAGES. EXCEPT AS OTHERWISE SET FORTH HEREIN, BUYER ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF THE PRODUCTS IN THE BUSINESS OF BUYER OR IN COMBINATION WITH ANY OTHER MATERIALS. THE REMEDIES SET FORTH HEREIN ARE THE ONLY REMEDIES AVAILABLE TO ANY PERSON OR ENTITY FOR BREACH OF WARRANTY OR FOR BREACH OF ANY OTHER COVENANT, DUTY, OR OBLIGATION ON THE PART OF GEX.

6. ***Limitation of Liability.*** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL GEX'S TOTAL LIABILITY UNDER ANY OR ALL PROVISIONS OF THESE TERMS AND CONDITIONS EXCEED THE ACTUAL AMOUNT PAID BY BUYER FOR THE PRODUCT WHICH GIVES RISE TO SUCH LIABILITY.

7. ***Termination for Breach.*** In addition to any remedies that may be provided in these Terms and Conditions or any related agreements or documents, GEX, at its option, may suspend or terminate any agreements or similar documents between GEX and Buyer with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under these Terms and Conditions or any related agreements or documents; (ii) has not otherwise performed or complied with any of these Terms and Conditions or any related agreements or documents, in whole or in part, and such failure continues for fifteen (15) days after receiving notice of such failure; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

8. ***Confidential Information.*** All non-public, confidential or proprietary information of GEX, including, but not limited to, specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by GEX to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with these Terms and Conditions or any related agreements or documents is confidential, solely for use under the Order Acknowledgement and these Terms and Conditions, and may not be disclosed or copied unless authorized by GEX in writing. GEX shall be entitled to injunctive relief for any violation of this section. This section shall not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

9. ***Notices.*** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "***Notice***") must be in writing and addressed to Buyer at the address set forth in the Order Acknowledgement or to GEX as follows:

GEX Corporation  
Attn: Sales Dept.  
7330 S. Alton Way, Suite 12-I  
Centennial, CO 80112  
Fax: 303-400-9831  
Email: sales@gexcorp.com

Either Party may change its address from time to time in accordance with this Section. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or by facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). A Notice shall be effective upon receipt by the receiving Party.

10. **Export Regulation.** The Products may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Buyer shall not, directly or indirectly, export, re-export, or release the Products to, or make the Products accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Buyer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Products available outside the US.

11. **Force Majeure.** Except for payment of money, neither Party shall be liable for any delays or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions of the other Party or third parties, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Miscellaneous.** These Terms and Conditions are the final integration of the agreement between the Parties with respect to the matters covered by them and supersede any prior understandings or agreements, oral or written, with respect thereto. Buyer may not assign or delegate any of its rights or obligations under these Terms and Conditions without GEX's prior written consent. These Terms and Conditions shall be governed by and construed in accordance with the internal laws of the state of Colorado (without regard to its conflicts of laws principles). The District Court of the City and County of Denver, State of Colorado, shall have exclusive jurisdiction, including *in personam* jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of or relating to these Terms and Conditions. The United Nations Convention for the International Sale of Goods shall not apply to the transactions contemplated in the order Acknowledgement or these Terms and Conditions. These Terms and Conditions may not be amended, modified or supplemented except by written instrument signed by the Parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any other default or breach thereof or of any other agreement or provision herein contained. If any provision or portion of a provision of these Terms and Conditions is declared void and/or unenforceable, such provision or portion shall be deemed severed from these Terms and Conditions, which shall otherwise remain in full force and effect. In the event of any conflict between these Terms and Conditions and the Order Acknowledgement, the terms of the Order Acknowledgement shall control. Provisions of these Terms and Conditions which by their nature should apply beyond their terms will remain in force after any termination or expiration of these Terms and Conditions.