

TERMS AND CONDITIONS

1. **ACCEPTANCE OF ORDER** - AAXICO'S acceptance of your order is expressly made conditional on your assent to the following terms and conditions. These conditions shall take precedence over any terms and conditions which may appear on your purchase order form, and no provision, term of condition of such form except as expressly stated herein, shall be binding on AAXICO.
2. **PAYMENT TERMS** - Payment terms are as expressed on attached. Failure to remit within such specified terms shall result in additional billing of interest charges at a rate of 1½ percent monthly. On any uncollected returned payment, AAXICO reserves the right to electronically process the transaction to complete payment.
3. **TITLE** - Until payment in full has been made the goods shall not become the property of the Buyer and AAXICO reserves the right to retake or repossess the same and dispose of them without prejudice to any further claim for damages against the Buyer in the event of nonpayment. If the balance of the purchase price is not paid when due, or if execution or distress is levied upon the Buyer's premises or assets, or any resolution is passed or petition presented for the Buyer's liquidation in bankruptcy, voluntary or involuntary, or if any Receiver of the Buyer's property is appointed, or any mortgagee takes possession of any of the Buyer's property or take steps to exercise power of sale over it AAXICO shall without prejudice to any further claims for breach of contract or otherwise be entitled and deemed authorized to take back the goods and to enter on the Buyer's premises and do anything necessary or convenient to recover them.
4. **LEGAL ACTION** - If any legal action shall be instituted to collect any sums due, customer shall be liable for all collection costs including a reasonable attorney's fee. All legal actions or disputes shall be governed by Florida law and venue shall be exclusively in Dade County, Florida.
5. **RETURNS/REJECTIONS** - All discrepancies and/or rejection must be reported within 7 days of receipt of material. Any return or rejection authorization must be approved by an authorized agent of AAXICO. Return documents should reference authorization number in order to expedite credit procedure. Cancelled orders are subject to 15 percent restocking fee.
6. **DECLARATION OF EXPORTED GOODS** - These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law prohibited.
7. **TRACEABILITY** - Right of access by the organization, their customer, and regulatory authorities to all facilities involved in the order and all applicable records involved in the transaction to provide full trace back to the manufacture.