

**Appendix A**  
**GRUPO ABSTRACT INC.**  
**Purchase Conditions**

All Purchase Orders (hereafter, the "Order") for GRUPO ABSTRACT-provided products and services (hereafter, the "Product") are subject to the following terms and conditions, which are agreed to by the Purchaser. All capitalized terms are defined in Section 8.00 Definitions hereafter.

**1.00 Payment of Purchase Price**

- 1.01. Purchaser hereby promises to pay to the order of GRUPO ABSTRACT all deferred portions of the Purchase Price for any past due invoices together with interest on late purchase price payments payable at 1.5% per month (18% per annum).
- 1.02. The Purchaser grants to GRUPO ABSTRACT a security interest in the products sold pursuant to the Order, which may be perfected by UCC-1 Financing Statements to be recorded in the applicable County of the Purchaser's business location and filed with the Secretary of State's Office, which security interest will remain in effect until payment in full of the purchase price together with interest on late purchase price payments payable thereon had been received by GRUPO ABSTRACT.
- 1.03. If the Purchaser fails to make full payment of the purchase price within the period set out in the Order, GRUPO ABSTRACT shall at its option have the following remedies, which shall be cumulative and not alternative:
  - a. the right to cancel the Order and enter the Purchaser's premises to re-take possession of the Product, in which event the Purchaser agrees that any down-payment or deposit shall be forfeited to GRUPO ABSTRACT as liquidated damages and not as a penalty, and all costs incurred by GRUPO ABSTRACT in connection with the removal and subsequent transportation of the Product shall be payable by the Purchaser upon written demand;
  - b. the right to enter the Purchaser's premises and remove any Software, components of the Product or other items necessary in order to render the Product inoperative;
  - c. the right to withhold all services which would otherwise be required to be provided by GRUPO ABSTRACT pursuant to the Warranties set out in Section 4.00 Warranties and Limitation of Liability hereof;
  - d. terminate any existing software license agreement and e) pursue any other available remedy, including suing to collect any remaining balance of the purchase price (i.e., accelerate the payment of the purchase price causing the entire balance to immediately become due and payable in full).
  - e. Customer will be charged a 20% restocking fee for refusal to accept equipment as delivered. Equipment must be returned unopened within 10 business days of receipt at customer facility.
- 1.04. If Purchaser fails to make payment(s) in accordance with the terms of this Order, the Purchaser's Products may be rendered inoperable until such payment terms are met.
- 1.05. No waiver by GRUPO ABSTRACT of its rights under these conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by the Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by GRUPO ABSTRACT from Purchaser shall be applied pro rata against the cost of each product rather than being applied to the purchase price of any product.

## **2.00 Delivery and Transportation**

- 2.01. Delivery dates are estimates and not guarantees, and are based upon conditions at the time such estimate is given.
- 2.02. GRUPO ABSTRACT shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from late delivery of the Product. The Purchaser's sole remedy, if the Product is not delivered within 90 days of the estimated delivery date, shall be to cancel the Order and to recover from GRUPO ABSTRACT without interest or penalty, the amount of the down-payment or deposit and any other part of the purchase price which has been paid by the Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where late delivery is occasioned by causes beyond GRUPO ABSTRACT control, including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, force majeure, acts or omissions of the Purchaser, acts of civil or military authorities, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays and other inability resulting from causes beyond GRUPO ABSTRACT's control to obtain necessary labor, manufacturing facilities or materials from its usual sources. Any delays resulting from such causes shall extend estimated delivery dates by the length of such delay.
- 2.03. Responsibility for all costs and risks in any way connected with the storage, transportation and installation of the Product shall be borne entirely by the Purchaser. If any disagreement arises as to whether or not damage to the Product was in fact caused in storage, transit or on installation, the opinion of GRUPO ABSTRACT's technical advisors, acting reasonably, shall be conclusive.

## **3.00 Installation and Operator Training**

- 3.01. Unless specified otherwise by GRUPO ABSTRACT, the Purchaser shall be responsible for installation of the Product, including, without limitation, the preparation of its premises, the uncrating of the Product and setting up of the Product for operation. Purchaser may elect to order contract services from GRUPO ABSTRACT to perform this service should they elect to do so.

## **4.00 Warranties and Limitation of Liability**

- 4.01. All Warranties and Limitation of Liabilities for GRUPO ABSTRACT-provided products are directly dependent and transferred from the original manufacturer and/or developer of the product.

## **5.00 Design Changes**

- 5.01. Any GRUPO ABSTRACT-provided products are subject to changes in design, manufacture, programming or product release between the date of order and the actual delivery date. GRUPO ABSTRACT reserves the right to dispatch the product release according to the Purchase Order date without Purchaser's consent, however, nothing contained herein shall be construed as obligating GRUPO ABSTRACT to dispatch any new product release provided to the Purchaser.

## **6.00 Non-Disclosure**

- 6.01. All Software including, without limitation, the Operating System Program, special user programs, provided to the Purchaser as part of the system, either at the time of or subsequent to the delivery of the products, is the intellectual property of the original manufacturer and/or developer. The Purchaser shall not reproduce or duplicate, disassemble, decompile, reverse engineer, sell, transfer or assign, in any manner the

Software or permit access to or use thereof by any third party. The Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by of the original manufacturer and/or developer in connection with the software.

#### **7.00 Entire Agreement / Governing Law / Miscellaneous / Guarantee**

- 7.01. These Purchase conditions constitute the entire agreement between GRUPO ABSTRACT and the Purchaser in respect to the Product. There are no representations or warranties by GRUPO ABSTRACT express or implied, except for those herein contained and these conditions supersede and replace any prior agreements between GRUPO ABSTRACT and the Purchaser.
- 7.02. No representative of GRUPO ABSTRACT has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be absolutely void unless made by instrument in writing properly executed by an actual authorized employee or agent of GRUPO ABSTRACT.
- 7.03. The terms and conditions hereof shall be binding upon GRUPO ABSTRACT and the Purchaser, and shall be construed in accordance with the laws of the State of Florida, United States of America.
- 7.04. GRUPO ABSTRACT shall be entitled to recover all of its reasonable fees and costs including, but not limited to, its reasonable attorney's fees incurred by GRUPO ABSTRACT in connection with any dispute or litigation arising thereunder or in connection herewith, including appeals and bankruptcy or creditor reorganization proceeds.
- 7.05. These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.

#### **8.00 Definitions**

- 8.01. "GRUPO ABSTRACT" means GRUPO ABSTRACT, Inc.
- 8.02. "Purchaser" means the party buying the Product and who is legally obligated hereunder.
- 8.03. "Software" means all computer programs, disk drive directory organization and content, including the computer media containing such computer programs and disk drive directory organization and content, sold pursuant to the Order.
- 8.04. "Product" means any Machinery, Hardware, Accessories, Software, operating manuals and any other product or merchandise sold pursuant to the Order.
- 8.05. "System" means a combination of the Machinery, Hardware and Software, the Computer, and optional parts and accessories associated with the Product.
- 8.06. "Purchase Order" means the original document issued from the Purchaser to GRUPO ABSTRACT, listing all parts and/or services to be purchased and the agreed purchase price.