

TERMS AND CONDITIONS OF SALE

Clinton Nevada, LLC

Sales under these terms and conditions (these “**Terms**”) are by JIT Cables Inc, a Nevada corporation (“**JIT**”) to the person named as the buyer or purchaser in the documentation to which these Terms are attached or with which they are associated (“**Buyer**”) are conditional upon Buyer’s assent to these Terms. If these Terms are first tendered to Buyer before Buyer tenders a purchase order or similar document to JIT, these Terms are in lieu of any terms later submitted by Buyer, and JIT rejects all additional or different terms and conditions of Buyer, whether confirmatory or otherwise. If JIT tenders these terms after the tender by Buyer of other terms, whether as part of a purchase order or otherwise, then JIT’s acceptance of any offer by Buyer associated with Buyer’s terms is expressly conditioned upon Buyer’s acceptance of these Terms exclusively, including any additional or different terms contained in these Terms. Buyer’s performance, or acceptance of, or payment for, any products from JIT, will constitute Buyer’s acceptance of these Terms. These Terms, together with the associated description of the products and quantity and price terms that are the subject of the purchase and sale transaction under these Terms constitute an “**Order.**” Buyer represents and warrants that any products it purchases from JIT are for business or commercial use and not for domestic, personal, family, or household use. Buyer and JIT are “**Merchants**” as defined in the Uniform Commercial Code (“**UCC**”).

1. Description of Products. JIT agrees to sell, and Buyer agrees to purchase, the products described as part of the Order.

2. Prices; Minimum Quantities. The prices of the products and/or services supplied by JIT are as stated in the Order. All pricing is FOB (as defined in UCC Section 2 319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case JIT’s facility in Clark County, Nevada or such other location as JIT specifies in an Order. If Buyer defaults, or otherwise fails to take delivery of the quantity of products called for in an Order, then, in addition to all other rights and remedies of JIT, Buyer will pay to JIT the price of any materials that are unique (or are made unique) to the products that are the subject of the Order or that are otherwise not readily re-deployable for another JIT customer, provided only that the quantity of such materials held by JIT is commercially reasonable in light of the quantity of product that is then the subject of an Order. Upon full payment for such materials, JIT will make them available to Buyer FOB JIT’s facilities for domestic shipments or EXW (Incoterms 2000) JIT’s facilities for international shipments. If Buyer does not give JIT notice of shipping instructions or otherwise fails to claim the materials, JIT may, on and after the 31st day after payment, dispose of such materials as JIT sees fit.

3. Taxes and Fees. All prices are exclusive of sales, use, excise and/or any other taxes. Buyer will pay all such taxes or other charges incidental to the sale of products. If JIT is required to prepay any taxes on behalf of Buyer, Buyer will reimburse JIT for all such taxes paid. If provision of the goods and/or services requires any letter of credit or similar document, instrument, or process, Buyer shall pay all fees and costs associated therewith.

4. Payment Terms. Unless provided otherwise in writing in JIT’s quotation, payment shall be net 30 days from date of shipment. Unless otherwise expressly agreed in writing by JIT, Buyer will pay any invoice issued by JIT in U.S. Dollars without discount, setoff, or reduction. All trading accounts are subject to prior approval of JIT’s credit department, in accordance with JIT’s credit policies and practices in effect from time to time. The amount of credit or terms of payment may be changed by JIT at any time for any reason in its sole discretion. If Buyer fails to make payment when due or defaults in any other way, JIT may, at its option, without limiting any of its other rights or remedies available under these Terms or applicable law, and until Buyer’s account is current: (i) withdraw credit and suspend or cancel performance under any or all Orders; and/or (ii) reschedule shipment. Each shipment will be separately invoiced and paid for without regard to other shipments.

5. Shipments. All shipments will be made according to the delivery terms designated on the relevant Order or, if no delivery terms are expressed, FOB (as defined in UCC Section 2 319) for

domestic shipments or EXW (Incoterms 2000) for international shipments, in either case JIT’s facility in North Las Vegas, Nevada or such other location as JIT specifies in an Order. JIT shall have the right to select the freight carrier, and Buyer accepts carrier selection by JIT unless Buyer specifies an alternative carrier in writing prior to delivery. Title to products will pass to Buyer, and Buyer will have all risk of loss or damage, upon delivery to the carrier. Any claims against JIT for shortages or non-conformance that could have been discovered by inspection upon receipt, must be made within 10 calendar days after receipt. Prices include packaging in accordance with JIT’s standard practice. JIT may make deliveries in installments with appropriate partial invoicing issued for each such installment. Any shipping date or delivery date stated represents JIT’s estimate of when the products will be shipped or delivered. JIT is not liable for losses or added costs due to delivery delays. Without limiting the foregoing, JIT may, but will not be required to, shorten lead times and deliver products more quickly than originally estimated, in accordance with Buyer requests, but reserves the right to increase pricing accordingly for directly or indirectly affected products or shipments thereof. Each shipment of products to be delivered is to be considered a separate sale and Buyer will pay the agreed price for each shipment without regard for any failure to deliver any subsequent shipment of such products. JIT’s breach or default in the delivery of any particular shipment will not give Buyer the right to refuse to receive any other shipment. Any back-ordered products will be considered a separate shipment. Time is not of the essence for delivery and Buyer is not entitled to reject an otherwise conforming tender made within a reasonable time. Any failure by Buyer to pay for any shipment within the time stated for payment is an anticipatory material breach with regard to other shipments. Once JIT commences production of products and/or provision of services and/or determines a shipping or delivery date with regard to the same, JIT will be entitled to provide, ship, and/or deliver such products and/or services and receive payment therefor and Buyer may not revise the timing for receipt.

6. Security Interest. Buyer grants to JIT a security interest in the products supplied under these Terms and any proceeds thereof and accessions thereto as security for Buyer’s obligations (payment and otherwise) to JIT. JIT may file any financing statement and/or take any other action permitted by applicable law to perfect and enforce such security interest.

7. Technical Assistance. JIT will not be liable in any respect to provide technical advice, facilities or service in connection with any Order or the products supplied.

8. Termination; Default.

(a) Termination for Default. Either party may terminate an Order by written notice, without prejudice to its other rights or remedies if: (i) the other party files a petition in bankruptcy or assignment generally for the benefit of creditors, becomes insolvent, becomes, or admits that it is, unable to pay its debts generally as they become due, or has a third-party manager or receiver appointed over any of its assets; (ii) the other party defaults under these Terms and does not remedy the default within 30 days (10 days in the case of payment defaults) following written notice requiring the default to be remedied.

(b) Termination for Convenience. JIT may, at JIT's sole discretion, cancel Orders upon receipt of written request from Buyer requesting cancellation, except that Orders or Order line items for products designated non-cancelable or non-returnable (NCNR or other designation to that effect), or for custom products that cannot be cancelled under any circumstances. Buyer will accept delivery and pay 100% of the purchase price of such Order line item(s). Any returned shipments must be approved by JIT in writing, and sent FOB (as defined in UCC Section 2 319) for domestic shipments or EXW (Incoterms 2000) for international shipments, in either case JIT's facility in North Las Vegas, Nevada or such other place as JIT reasonably designates.

(c) Adequate Assurance of Performance. In any circumstance where JIT has the right to demand adequate assurance of Buyer's performance (such as under Section 2-609 of the UCC, where applicable), Buyer will provide such assurance within 10 days after demand by JIT.

(d) Other Termination by JIT. If, at any time JIT determines that the financial strength of Buyer is unsatisfactory, JIT may require payment for any shipment in advance or satisfactory security. If Buyer fails to make payments in accordance with these Terms or any Order or fails to comply with any provision of these Terms or any Order, JIT may terminate any Order as to unshipped portions of the products, terminate any applicable raw materials orders placed with its suppliers, and Buyer will remain liable for shipped products. If JIT elects to continue to make shipments after the Buyer has failed to make payment for the shipment in advance or fails to provide satisfactory security, any action by JIT shall not constitute a waiver of any default by the Buyer or in any way affect JIT's legal or equitable remedies for any such default.

(e) Termination by Buyer. Buyer may terminate its order only upon written approval signed by JIT's managing member provided on JIT's letterhead. JIT's approval shall be in its sole discretion.

9. Product Changes. JIT may, at any time and without notice to the Buyer, change the product(s) in any way that does not adversely affect the form, fit or function of the product(s) in any material respect. If Buyer at any time directs changes or causes JIT to make changes to the product(s), drawings, or specifications of the products(s), or otherwise changes the scope of the work covered by an Order, including, but not limited to, work with respect to such matters as inspection, testing, or quality control, JIT may terminate the Order with respect to the items affected by such change(s) or equitably change the time for performance and/or the price of product(s) to take into account the changes.

10. Assignment. Any attempted assignment by Buyer of any Order or of any right under these Terms without the written consent of JIT will be void. Any valid assignment made hereunder shall be binding upon and inure to the benefit of successors and assigns of the Buyer and JIT.

11. Warranty. JIT warrants solely to Buyer that each product supplied under these Terms will, for 90 days after shipment by JIT to Buyer or such shorter time as the nature of the product reasonably implies (the "**Warranty Period**"), conform to JIT's written specifications and be free from defects in material and workmanship during normal use and/or operation. JIT's sole and exclusive obligation, and Buyer's sole remedy for failure of any product to conform to the above warranty is, at the option of JIT, repair or replacement of the non-conforming product or a refund the monies paid by Buyer for the non-conforming product. Buyer must notify JIT in writing of any nonconformity during the Warranty Period. Transportation charges for any product returned by Buyer to JIT in connection with a valid warranty claim will be at JIT's expense and for any product returned from JIT to Buyer will be at Buyer's expense. The warranty will not apply if the product: (i) fails, malfunctions or is damaged as a result of improper handling, improper storage conditions (including, but not limited to, where applicable, temperature and humidity), installation, maintenance, removal, modification or repair; (ii) is accidentally damaged, subjected to abuse or improper use; (iii) is altered or damaged so that JIT is unable to verify the defect with its normal test equipment; (iv) Buyer's use or application of the product is with an incompatible substance or is manipulated to any degree, any or all of which subjects the product to an environment that exceeds the product's specified range of operation or use, or (v) is not returned in the same or equivalent container in which it was shipped or with the appropriate shipping numbers and other identifying numbers and/or marks.

12. Product Returns. Buyer may not return any product unless JIT approves in writing the return; such approval shall be signed by JIT's managing member on JIT's letterhead. Upon JIT's request, Buyer will provide to JIT samples of products alleged by Buyer to be eligible for return. JIT may refuse returned shipments not approved by JIT or not properly identified. The request for return approval must include full identification of products to be returned. Proper handling procedures must be used in the packing and shipping of all returns. Products must be returned in the same or equivalent container in which they were shipped. Buyer retains title and assumes all risk of loss relating to products returned for repair or replacement until JIT completes repair or identifies products as replacements.

13. Disclaimers and Limitation of Liability. EXCEPT AS EXPRESSLY DESCRIBED IN SECTION 1, THE PRODUCTS DELIVERED UNDER THESE TERMS ARE SUPPLIED "AS IS" AND WITH ALL FAULTS. JIT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING WARRANTIES AS TO THEIR QUALITY, PERFORMANCE, VISUAL IMPERFECTIONS, COLOR OR TEXTURE ABNORMALITIES, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING IN THESE TERMS OR IN ANY ORDER TO THE CONTRARY, JIT WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) ARISING FROM OR CAUSED, DIRECTLY OR INDIRECTLY, BY THE USE OR SALE OF PRODUCT BY BUYER OR ANY CUSTOMER OR SUCCESSOR HOLDER OF ANY PRODUCT;

BY THE PERFORMANCE OR FAILURE OF JIT TO PERFORM UNDER THESE TERMS; BY ANY OTHER ACT OR OMISSION OF JIT; OR BY ANY OTHER CAUSE. IN NO EVENT WILL JIT'S TOTAL LIABILITY TO BUYER FOR ANY CLAIM EXCEED THE SUM PAID TO JIT BY BUYER FOR THE PRODUCTS SUPPLIED UNDER THE ORDER IN CONNECTION WITH WHICH THE CLAIM ARISES. NO ACTION MAY BE BROUGHT BY BUYER FOR ANY BREACH OF THESE TERMS MORE THAN 183 DAY AFTER RECEIPT BY THE BUYER OF THE PRODUCTS SOLD BY JIT THAT GAVE RISE TO SUCH CAUSE OF ACTION.

14. Indemnification. Buyer shall defend, indemnify, and hold harmless JIT and its employees, officers, directors, agents, affiliates, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, suits, actions, demands, damages, losses, liabilities, penalties, fines, costs and expenses (including, without limitation, legal fees) whatsoever that are incurred by or made against any of the Indemnified Parties and that arise from (i) the acts, omissions, negligence or willful misconduct of Buyer; (ii) any breach of these Terms by Buyer; or (iii) any claim by Buyer, any of its customers or any successor holder of any of the products, or any other person or entity, related to the products sold by JIT, or the purchase, installation, or use of such products, or any undertakings, acts or omissions relating to such products, to the extent such claim is not based upon a product defect proven to have been caused solely by JIT's negligence.

15. Confidentiality. Buyer will, notwithstanding that any Order may have terminated, keep in confidence and prevent the disclosure to any person all information and data disclosed to it by JIT that is marked confidential or by its nature ought to be considered confidential, including quotes, business plans, technological techniques, prints, inventions, and research and development. Notwithstanding the foregoing, Buyer will not be liable for disclosure of any confidential information if the same: (i) was known or knowable to the public at the time it was disclosed or later becomes so, in either case without breach of these Terms by Buyer or any agent of Buyer; (ii) is disclosed with the prior written approval of JIT; or (iii) becomes known to Buyer from a source other than JIT without breach of these Terms by Buyer or breach by the source of any obligation of confidentiality.

16. Agent's Intellectual Property. Except as expressly and particularly set forth in a separate written agreement signed by both parties, Buyer will obtain no right whatsoever in any copyright, patent, trademark, trade secret, or other intellectual property right of JIT, whether in consequence of these Terms, any Order, any transaction or dealing between JIT and Buyer, or otherwise. JIT reserves all such rights to itself. JIT's agreement must be signed by JIT's managing member and provided on JIT's letterhead.

17. Export Controls. Unless an appropriate license, exemption or similar authorization has been duly obtained, Buyer shall not, nor shall Buyer authorize or permit its employees, agents, successors or assigns to, export or re-export any products to any country identified as a prohibited destination by any applicable laws or regulations. Furthermore, Buyer hereby agrees to undertake and perform all "denied party screening" or similar obligations imposed by or arising under applicable laws or regulations. Buyer agrees and acknowledges that, to the extent applicable, these commodities, technology and/or software will be/were exported from the United States or other country of origin solely in accordance with the United States Export Administration Regulations or other export regulations applicable in the jurisdiction of origin. Any diversion contrary to U.S. or other applicable law is prohibited. Buyer agrees to indemnify Clinton Nevada LLC, Terms and Conditions, 12/2013

and hold harmless JIT from and against any and all claims, losses, expenses, suits, damages, costs, penalties and/or fines, including, but not limited to, attorneys' fees, known or unknown, arising from Buyer's acts or omissions under these Terms or any Order, including Buyer's breach of the terms set forth herein governing export or re-export activities.

18. Governing Law; Jurisdiction; Venue; Severability. These Terms and all Orders will be governed by and construed in accordance with the laws of the State of Nevada and the federal laws of the United States without regard for their conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms or any Order. Any action or claim arising out of or related to these Terms or any Order may be brought only in the state courts of Nevada sitting in Clark County or in the United States District Court for the District of Nevada – Las Vegas and JIT and Buyer each irrevocably consent to the jurisdiction of, and venue in, such courts. If any provision of these Terms is held to be illegal or unenforceable, the remaining provisions will continue in full force and effect.

19. Use of Products. Buyer shall use, and require its employees, contractors, and agents to use, all available safety precautions, in addition to any specifically set forth in any manuals, material safety data sheets, technical data sheets, instruction sheets, if any, furnished by JIT (or available from raw material suppliers) relating to JIT's products. If Buyer does not receive material safety data sheets for any product from JIT, Buyer will request them from JIT. If Buyer fails to strictly observe each and every one of the obligations set forth in this Section 19 or if Buyer's use of any of JIT's products is in violation of any standard or rule of the U.S. Government, or Occupational Health and Safety Act, or other state or local workplace law, regulation, or standard, Buyer will indemnify, defend, and hold harmless the Indemnified Parties from and against any and all claims, demands, damages, actions, and causes of action, as well as any and all liability, loss, or expense of any kind, including reasonable attorney's fees arising from, connected with or in any way pertaining to any such failure by Buyer.

20. Notification. Buyer shall notify JIT promptly, and in any event within 30 days, after any accident or failure involving JIT's products that results in personal injury or damage to property and shall cooperate fully with JIT in investigating and determining causes of such accident or failure. In addition to the indemnity provided for in Section 19, as a separate condition of these Terms, Buyer will indemnify, defend and hold harmless JIT in the same manner as in Section 19 arising from any accident or failure when Buyer has failed to make timely notification as required by this Section 20.

21. Attorney Fees. Buyer will pay JIT's reasonable attorneys' fees and other costs and expenses for any legal or equitable action undertaken by JIT to enforce these Terms or the provisions of any Order.

22. Errors. Any and all typographical errors or other clerical errors made by JIT in these Terms, in JIT's quotations or communications, or any Order are subject to correction by JIT.

23. Force Majeure. JIT will not be liable for failure to deliver, or for delay in delivery of, the products to the extent arising out of or related to causes beyond its reasonable control, including, without limitation, acts of God or of the public enemy, acts of any governmental authority, fires, floods, other casualties, severe weather, epidemics, quarantine restrictions, strikes, labor disputes or shortages of labor (whether involving employees of JIT or employees of others and regardless of responsibility or fault on part of any

employer), embargoes, wars, riots, civil commotion, shortage of rail cars or semi-tractors and trailers, delays in transit or inability to secure necessary parts or materials (whether at all or at commercially reasonable prices). In no event will JIT be liable for any loss or damage, including in particular, direct, incidental, indirect, special, punitive or consequential damages (including loss of profits) due to any failure to deliver or delay in delivery. If JIT is wholly or partially unable to perform because of any cause beyond its reasonable control, JIT may allocate production and deliveries among JIT's customers or may terminate the Order without any further liability to Buyer.

24. Remedies Cumulative. All rights and remedies of JIT under these Terms and any Order are cumulative. No pursuit or receipt by JIT of any particular remedy will constitute an exclusive election of remedies and JIT will have the benefit of all remedies available at law or in equity.

25. Third Parties. There are no third-party beneficiaries of any obligation of JIT, whether under these Terms or otherwise.

26. Third-Party Terms. Under no circumstances will JIT be obliged or liable to Buyer or to any third party with respect to any representation, warranty, covenant, duty, or liability to any third party. Without limiting the foregoing, JIT expressly disclaims and rejects any obligation of any kind to comply with any terms or conditions of Buyer's direct or indirect customer(s), regardless of any obligation to such persons taken on by, and/or imposed upon, Buyer and regardless of whether JIT is aware of any such requirement upon Buyer. JIT will be liable to any third party, if at all, solely according to such separately negotiated, written, and signed agreement, if any, as JIT actually negotiates and executes with such third party.

27. Entire Agreement. These Terms, together with any additional terms contained in an Order, embody the entire agreement between the parties with regard to the subject matter hereof and thereof and supersede all other prior agreements between the parties with regard to such subject matter. Neither these Terms nor any Order may be modified, except in writing and signed by the party against whom enforcement is sought. Except as otherwise stated herein, the UCC as adopted in Nevada shall apply to this Agreement.

28. Notice. All notices, statements or other communications which are required or contemplated by this Agreement shall be in writing (unless otherwise expressly provided herein) and shall be either personally served at or mailed to the last known mailing address of the person entitled thereto (including by telefax or other means of electronic communication as provided below). In addition, a copy of each such notice, statement or communication intended for a party shall be furnished to such single additional addressee for that party as may be specified herein or specified in a like notice. All such notices, statements and other communications (or copies thereof) shall be deemed furnished to the person entitled thereto (a) on the date of service, if personally served at the last known mailing address of such person, or (b) on the date on which mailed, if mailed to such person in accordance with the terms of this Section. For purposes hereof, an item shall be considered mailed if the sender can establish that it was sent by means including, but not limited to, the following: (i) by United States Postal Service, postage prepaid and email; or (ii) by air courier service (Federal Express or the like) and email. Sender shall obtain written confirmation or proof of such communication (such as a transmission report, written acknowledgment from the recipient, or other reliable proof of delivery). For purposes hereof, the last known mailing address of JIT shall be as follows:

If to JIT:
JIT Cables, Inc
19 West Brooks Avenue
North Las Vegas, NV 89030-3949
info@clintonnevada.com
Phone: 702.632.1366
Fax: 702.642.5276

With a copy to:
Lipson, Neilson, Cole, Seltzer & Garin, P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144-7052
Attn: Joseph P. Garin, Esq.
jgarin@lipsonneilson.com
Ph: (702) 382-1500
Fax: (702) 382-1512

Any party may change the address to which such notices, statements and other communications (or copies thereof) are to be delivered or mailed, by furnishing written notice of such change to the other parties, in the manner specified above.

29. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THESE TERMS AND ANY ORDER IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS AND ANY ORDER. EACH PARTY TO THESE TERMS AND ANY ORDER CERTIFIES AND ACKNOWLEDGES THAT: (1) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND, (4) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THESE TERMS AND ANY ORDER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THESE TERMS.

30. Counterparts and Electronic Signatures. Any signatures required by JIT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A copy of a signature received through email, telefax transmission or other electronic means (including files in Adobe .pdf or similar format) shall bind the party whose signature is so received, and shall be considered for all purposes, as if such signature were an original.

31. Waiver of Consequential Damages. To the fullest extent permitted by law, JIT shall not be liable to Buyer for any special, indirect, incidental or consequential damages of any kind or nature whatsoever, whether caused by JIT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes, including but not limited to, loss of use of equipment or facility, loss of production, and loss of profits or revenue.