AMA INTERNATIONAL GROUP, INC. STANDARD TERMS AND CONDITIONS AND PURCHASE AGREEMENT

SELLER'S ACCEPTANCE OF ANY PURCHASE ORDER IS EXPRESSLY CONDITIONED UPON PURCHASER'S ASSENT AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS WHICH MAY BE ADDITIONAL TO OR DIFFERENT FROM THOSE STATED OR REFERENCED IN A PURCHASE ORDER. THE FOLLOWING TERMS AND CONDITIONS ARE THE ONLY TERMS AND CONDITIONS UPON WHICH THE SELLER WILL ACCEPT ANY PURCHASE ORDER AND THAT APPLY TO THE AGREEMENT, AS HEREINAFTER DEFINED:

- 1. <u>Application</u>. These terms and conditions of sale ("Terms and Conditions") apply to a sale of products (see Exhibit A for a description of the products) by AMA International Group, Inc., a Michigan corporation (hereinafter "Seller"), as Seller to a person or legal entity purchasing products from Seller (hereinafter "Purchaser"), as Buyer. In addition to the capitalized terms defined elsewhere in these Terms and Conditions, for purposes of these Terms and Conditions: the term "Products" shall mean the Products identified in the Purchase Order and the term "Purchase Order" shall mean a Purchase Order, release, agreement, contract, award letter, correspondence or other writing received by Seller from Purchaser requesting Seller to Manufacture and/or sell Products.
- 2. Acceptance of Orders. Seller's acceptance of any Purchase Orders expressly conditioned upon Purchaser's assent and acceptance to these Terms and Conditions which may be additional to or different from those stated or referenced in a Purchase Order. These Terms and Conditions are the only Terms and Conditions upon which the Seller will accept any Purchase Order and that apply to the Agreement. Each Purchase Order is an offer to purchase Products identified in the Purchase Order, and is subject to prior approval and acceptance by Seller. Each Purchase Order approved and accepted by Seller shall be governed exclusively by this Agreement, whether or not it references this Agreement on the face of the Purchase Order. This Agreement constitutes the entire agreement between the parties with respect to the transaction (as) covered by it and is effective upon, and Purchaser shall be deemed to have accepted these Terms and Conditions by Purchaser's (1) written acceptance, (2) ordering Products from Seller in any manner, (3) paying for any Products, or by Seller's (4) commencement of manufacture or procurement of any Products or any part thereof for the Purchaser. Purchaser shall make all communications with Seller through the Seller's Sales Representative TANGA Solutions AB and their local agents.
- 3. <u>Purchaser's Terms and Conditions Excluded</u>. To the extent any Purchase Order or any Purchaser's Terms and Conditions include or reference any terms or conditions that are additional to or different from those contained in these Terms and Conditions, these Terms and Conditions shall control, supersede and replace Purchaser's additional and/or different terms and conditions.
- 4. <u>Prices</u>. Stated prices apply only to the specific quantities of Products described in Seller's acceptance, as applicable. Prices are all quoted under INCOTERM CIP, with delivery to agreed International Airport in Buyers Territory. The price for the Products is based on continuous manufacture for rates of delivery specified. All amounts are payable in U.S. dollars unless otherwise specified in the Purchase Order. Purchaser is responsible for local custom procedures, customs costs, taxes, fees, licenses, storage, insurance charges and in-country transport of the Product.
- 5. <u>Delivery</u>. The dates for delivery of Products as set forth in the Purchase Order are estimates, and neither time nor quantity shall be deemed of the essence. Seller's obligation to deliver Products is conditioned upon the timely receipt by Seller of documents and information necessary for the completion of the Purchase Order, Purchaser's compliance with the Agreement, payment in full, and, if deemed necessary by Seller Purchaser maintaining credit

satisfactory to Seller. Seller may suspend or delay performance or delivery at any time pending receipt of assurances, including full payment. Failure to provide such assurances shall entitle Seller to terminate any and all Purchase Orders, in whole or in part, without further liability or obligation to Purchaser. If Seller is responsible for shipping of the Products, all delivery shall be via common carrier or some other reasonable means chosen by Seller. Nothing herein shall be construed as limiting Seller's right to stop the Products in transit and repossess the same if payment of the Purchase Price, as required under the Agreement, has not been made to Seller.

- 6. <u>Payment</u>. Except as otherwise provided in the Purchase Order, full payment will be due upon Purchaser's receipt of the invoice. No discounts may be taken without the prior written agreement of the Seller. Purchaser shall immediately reimburse Seller for the costs and expenses (including, without limitation, costs and expenses of investigation, costs and expenses of legal actions, or proceedings, and attorneys' fees and expenses), whether or not legal action is actually commenced, incurred by Seller in enforcing its rights and remedies under this Agreement. Purchaser's payment obligations are not subject to any setoffs, claims, conditions or contingencies and shall survive expiration or termination of this Agreement or any Purchase Order.
- 7. Change and Cancellation. Following acceptance by Seller, Purchaser may not cancel or change the Agreement or any Purchase Order, adjust the type, volume, delivery terms or price of any Products, or cancel, suspend or reschedule any performance or deliveries by Seller, without Seller's prior written consent, which consent may be withheld or conditioned in Seller's sole and absolute discretion. Any agreed upon changes shall be evidenced by a written change order. In the event of any cancellation or termination of any Purchase Order for any reason, Purchaser, in addition to and not to the exclusion of Seller's other remedies and remedies at law, equity or under this Agreement, shall pay to Seller on Seller's demand the following amounts which shall be invoiced by Seller: (i) the contract price for all Products; (ii) the Seller's work in process and raw materials purchased by Seller and furnishing the Products, in the amount equal to 120% of Seller's actual full cost including burden and overhead costs as determined by Seller in accordance with Seller's standard accounting practices, plus a charge for any packing and storage fees, however, any amounts received from the Seller's sale of the Products or materials to others; (iii) Seller's actual cost of settling all claims with subcontractors and suppliers utilized in connection with the Agreement; (iv) Seller's actual cost to store the item to be purchased and, if necessary, relocation production to alternate sources; (v) Seller's expected profit from performance of the Agreement, and (vi) Seller's incidental and consequential damages resulting upon the termination or breach by Purchaser, including, but not limited to, any cost and expense incurred by Seller associated with securing protection against currency fluctuation, caused or advanced purchasing of essential items and technical support, attorneys' fees and other professional fees incurred by Seller as a result of the termination or a breach. Upon an agreed cancellation or termination of any Purchase Order, all work on the Purchase Order or a part thereof that was canceled or terminated shall be stopped as promptly as is reasonably possible by Seller.
- 8. <u>Inspection, Acceptance, and Rejection of Products</u>. Seller does not guarantee that the products have been successfully registered or can be sold legally in Purchaser's territory. Seller shall only be responsible for the relevant qualifications provided by its own company, and shall remind Purchaser to carefully verify the laws and regulations of the importing country. The Purchaser undertakes to understand the laws and regulations of the importing country, be responsible for the legality of the product sales in the sales area, and ensure that the products are sold legally in accordance with the laws and regulations of the importing country. Product acceptance standard by the Buyer: the quality standard of Seller confirmed by Seller and the Buyer shall prevail. Seller shall guarantee that the internal quality of the product is consistent with the quality of the sample. Buyer accepts the quality standards of the purchased products and shall conduct quality tests on the products before use. Seller shall not be held responsible for loss caused by direct use of the product without test, or the continued use of the product after detection of unqualified quality, or the improper use, maintenance, or storage by the importer or a third party. Products shall be transported, stored, and handled in an environment between the temperatures of 5 degrees Celsius and 30 degrees

Celsius. If the Buyer has any objection to the product quality, it shall be put forward in writing within 5 working days after the buyer has received the products. The Seller's standard test procedures conducted by Seller's representative shall be the criteria for inspection and/or acceptance, unless other specific procedures have been specified in the Agreement. On request, the Company will quote to Buyer additional charges required to conduct any additional procedures requested by Buyer which may be acceptable to the Company. The Seller can only conduct a preliminary examination of the qualifications that the Purchaser provided and does not guarantee that Seller understands the relevant laws of the importing country and cannot identify the legitimate qualifications of the buyer one by one. Seller shall not assume any responsibility for Purchaser's legal qualifications and sales conduct, and Purchaser shall be solely responsible for all legal liabilities caused by the violation of Purchaser's sales and purchasing qualifications. Purchaser shall bear all direct and indirect losses to Seller's company, including the brand loss, due to fraudulent behaviour in the market promotion. Purchaser agrees that they already have tested samples and the test results can meet the procurement requirements before this purchase contract is confirmed, Purchaser confirms acceptance of Seller's product quality standard, has knowledge of the product usage, and will correctly guide clients use of the kit in the process of sales and operations. Purchaser shall take responsibility for the products when arriving at agreed airport destination. Purchaser shall ensure Product is stored in temperature conditions between five (5) degrees Celsius and thirty (30) degrees Celsius to preserve functionality of the Product.

9. Warranty Disclaimer. Except as otherwise expressly provided in this agreement, seller makes no representations or warranties, direct or indirect, expressed or implied, in connection with or regarding any products furnished pursuant to the agreement, including any warranties or merchantability, non-infringement and fitness for any particular use or purpose, warranties to the suitability, reliability, durability, condition, performance, results to be derived from seller's performance, seller's capacity, title or quality, or other warranties arising by usage of trade, course of dealing, or course of performance, and all such representations and warranties are hereby disclaimed. Oral statements are not warranties and shall not be relied upon by purchaser and are not part of any agreement between the parties.

Subject to the provisions of the agreement, purchaser accepts products and services in their "as is" "how is" condition.

- 10. Limitation of Liability and Remedies. Seller shall have no liability or obligation for any damages suffered by purchaser or any third party with respect to any purchase order or any products provided by seller in excess of the purchase price that purchaser actually pays seller for the products with respect to which liability arose. Seller shall not be liable to purchaser or any third party in connection with or related to the agreement, whether arising from the sale of products, any defect or non-conformity of the products, or any use or inability to use any products, any delay or failure to provide any products, or otherwise, under any circumstances or legal theory (whether tort, contract, product liability, warranty, recall, indemnification or otherwise) for any indirect, incidental, special, exemplary, consequential, non-economic or punitive damages, including without limitation loss of profits, loss of income or revenue, loss of good will, loss related to production or sales interruption, loss or damage to purchaser's premises or any equipment, system or component therein, or loss related to any products not furnished or approved by seller, even if seller has been advised of the of the possibility of such damages. In no event shall Seller have any liability for (i) loss of use or downtime related to any equipment subject to a warranty claim, (ii) any attorneys' fees or other costs and expenses Purchaser incurred in connection with the Agreement, or (iii) any other cost, including without limitation, the cost of shipping or installation. Seller shall not be liable for any cargo loss, damage, or delay, arising from any cause whatsoever. Seller shall not be liable to Purchaser in the event that the Products identified in the Purchase Order are not readily available to Seller. In no event shall seller be liable for indirect, punitive, or consequential damages, whether or not reasonably foreseeable.
- 11. <u>Limitations of Actions</u>. Except as otherwise provided in these Terms and Conditions, all claims against Seller must be made in writing and received by Seller, as soon as possible and in any event within thirty (30) days from the

date that the Purchaser knew or should have known, whatever is earlier, of the breach, loss or damage, and the failure to provide Seller a timely notice shall be a complete defense to any claim, suit or action asserted or commenced by Purchaser with respect to such claim. All legal actions against Seller must be filed and properly served on Seller within one (1) year of delivery of the Products (or the applicable portion of the Products).

- 12. Termination, Default and Remedies. This Agreement and any Purchase Order that is a part of or subject to this Agreement may only be terminated for cause, and neither party may terminate the Agreement or any Purchase Order that is a part of or subject to this Agreement for convenience, at will, or without cause. For purposes of this Agreement, "cause" means a breach of a party's material obligations under the Agreement that has not been cured within thirty (30) days following a written notice by the non-breaching party specifying the nature of the breach, provided, however, that if a party commences efforts to cure the breach but is unable to complete the cure within the period of time stated, the parties shall in good faith discuss and agree upon a reasonable extension necessary to complete the cure, provided that the curing party exercises reasonable and diligent efforts to complete the cure as soon as possible. Notwithstanding the foregoing, this Agreement may be terminated by Seller at any time upon written notice to Purchaser if (a) the Purchaser becomes insolvent, makes an assignment for the benefit of creditors or is unable to meet its obligations as they become due, (b) a petition in bankruptcy or insolvency is filed by or against the Purchaser, (c) any amounts due the Seller by the Purchaser are unpaid, (d) Seller reasonably believes that Purchaser will not be able to pay Seller the amounts due hereunder, or (e) the Products are not able to be delivered due to impossibility or impracticability (I think this should be added). Seller shall not be responsible or liable for any delay or failure of performance that is caused by Purchaser or anyone under Purchaser's direction or control. No termination by Seller shall prejudice Seller's rights to any amounts due under this Agreement or any other rights or remedies of Seller. In the event of a breach of the Agreement by Purchaser, in addition to the other rights and remedies available, Seller may suspend performance of this Agreement until Purchaser's breach has been cured. Further, to the extent Purchaser's breach of any of its obligations under this Agreement causes any delay, or Seller agrees to a Purchaser's request for a suspension, rescheduling or other delay, in Seller's performance of Seller's obligations, the time period for Seller's performance shall be extended by the period of such a delay and Seller shall not be considered in breach of this Agreement. As a result of same, and further provided that Purchaser shall be liable to Seller for Seller's actual and reasonable costs and expenses incurred as a result of such delay. Purchaser may not terminate this Agreement or any Purchase Order that is a part of the Agreement, in whole or in part, as a result of any change of control of Seller. Neither the buyer nor any affiliates will notify or actively solicit any of the Seller's contacts, sources, or manufacturers with respect to any further transactions of products.
- 13. <u>Unauthorized Modifications</u>. Purchaser agrees that Seller does not warrant and Seller shall not be liable for loss, cause, damage, expenses or claims of any sort whatsoever, including, without limitation, those arising from, relating to or in connection with personal injury, death, or property damage, due to or on account of any/all modifications of any of the Products, hardware and/or accompanying materials relating to the Products supplied by Seller and/or included in the Seller's scope of supply, unless such modifications are made by Seller or are made in strict compliance with Seller's written directions or pre-production plans and designs approved in writing by Seller.
- 14. <u>Intellectual Property</u>. Seller retains all rights, title and interest in and to all intellectual property rights, and none of these rights, title or interest, express or implied, shall transfer in any way to Purchaser, in whole or in part, for any reason or in any way.
- 15. <u>Limitation of Actions/Choice of Law</u>. Any dispute arising out of or related to the Agreement will be governed by and construed according to the laws of the state of Michigan and litigated exclusively in the Oakland County Court located in Michigan. The parties hereto expressly release and waive any and all rights to a jury trial and consent to have any dispute heard solely by a court of competent jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Products will not apply to the Agreement.

- 16. <u>Survival</u>. Any provisions in these Terms and Conditions which, by their nature, extend beyond the termination or expiration of any sale of Products, will remain in effect until fulfilled.
- 17. <u>Severability</u>. If any provision herein is held to be unlawful or unenforceable, the remaining provisions herein will remain in effect.
- 18. <u>Integration and Modification</u>. These Terms and Conditions constitutes the entire agreement between Seller and Purchaser with respect to the Products covered by the Purchase Order, and supersedes any prior agreements, understandings, representations and quotations with respect thereto. No modification hereof will be of any effect unless in writing and signed by the party to be bound thereby.
- 19. <u>Headings</u>. The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.