

AMIGO TECHNOLOGY LLC
STANDARD TERMS AND CONDITIONS OF SALE

GENERAL: The terms and conditions of sale contained herein (these "Terms and Conditions") shall apply to all quotations and offers submitted by Seller to any third party ("Customer") and purchase orders received from a Customer and accepted by Seller for the sale of goods (collectively, "Goods") by Seller. All sales are made pursuant to an individual invoice prepared by Seller and delivered to Customer (each an "Invoice"), are subject to the these Terms and Conditions, and Seller objects to any different or additional terms or conditions contained in Customer's purchase order or any other document submitted by Customer. Seller's acceptance of any purchase order or other document submitted by Customer is expressly made conditional on Customer's assent to these Terms and Conditions.

COMPLETENESS: These Terms and Conditions and each Invoice (each as supplemented by the quantity of Goods ordered and the related delivery dates thereof set forth on any purchase order, order acknowledgement, Invoice or other document delivered by the parties pursuant to the terms of these Terms and Conditions) contain the final and entire agreement regarding the sale of Goods by Seller to Customer. Terms or conditions contained in any purchase order or other document submitted by Customer which in any manner purport to alter, modify, change, suspend or add to any of these Terms or Conditions shall be deemed excluded from such purchase order or other document and waived by Customer. Customer cannot modify, cancel or otherwise alter orders after Goods are in process without Seller's written consent. Any such modification, cancellation or alteration shall be subject to conditions as negotiated at such time, which shall include protection of Seller against loss.

DELIVERY, TITLE AND RISK OF LOSS: All Goods sold shall be delivered by Seller F.O.B. Seller's facility, unless otherwise agreed in writing by Seller. When shipped freight prepaid, the charge for freight will be added to the related Invoice which is payable by customer. Risk of loss or damage in transit shall be borne by Customer and claims shall be made directly with carrier. Any specified delivery dates are approximate. Partial deliveries shall be permitted. Seller shall not be responsible for delays in delivery or performance due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of Customer, strikes or other labor disturbances, inability to obtain fuel, material or parts, delays in transportation, repairs to equipment, fires or accidents. If performance by Seller is delayed by reason thereof, it shall notify Customer, and time for performance shall be extended for the period of such contingency. If, as a result of any such contingency, Seller is unable to perform any accepted order in whole or in part, then to the extent that it is unable to perform, such order shall be deemed terminated without liability to either party, but shall remain in effect as to the unaffected portion thereof, if any. If a delivery is delayed as a result of any action or inaction of Customer, Seller may invoice Customer for the Goods as of the scheduled delivery date and may charge Customer for expenses incurred because of the delay (including without limitation costs of storage, insurance, and other incidental costs), and Seller's obligations shall be deemed fulfilled as of the scheduled delivery date. Acceptance of Goods upon delivery shall constitute a waiver by Customer of any claim for damages on account of delays in delivery. If manufacture is delayed or suspended by Customer, payment shall be made based on the contract price and percent of completion.

PRICES AND TERMS: The purchase price of the Goods covered by these Terms and Conditions shall be as stated on the face of each Invoice. All prices are exclusive of any installation or service Customer may require. The charge for such services may be negotiated and listed on a separate line item on an Invoice. Pro-rata payments shall become due as shipments are made. Customer shall be liable for the price of all Goods substantially conforming to the order, notwithstanding that Customer may not have accepted same or may have revoked acceptance of same. Approval of credit for one or more deliveries of Goods shall not be deemed a waiver by Seller of the provisions of this paragraph.

PAYMENT: Customer agrees to pay Invoices for delivered Goods within 30 days from the respective Invoice date, after which time such payment shall be delinquent. Any past due Invoice shall, from the date due, be subject to a finance charge equal to (1) the lesser of one and one-half percent (1½%) per month or the highest rate allowed by law multiplied by (2) such delinquent amount. Additionally, Customer shall be responsible for all collection costs, court costs, and reasonable attorneys' fees (where allowed by law) in connection with the recovery of any delinquent accounts. Customer agrees to provide Seller, upon request from time to time, with updated financial information certified by an owner, officer, partner or other authorized individual of Customer, as a condition to the continued extension of credit to Customer. Customer acknowledges and agrees that Seller may utilize outside credit reporting services to obtain information on Customer. Should Seller grant Customer credit availability, all decisions with respect to the extension, continuation or termination of credit shall be at Seller's sole discretion. Customer understands that the continued solvency of Customer is a precondition to any sale made by Seller. Upon request from time to time, Customer agrees to certify in writing to Seller that Customer is and remains solvent, and by submitting a purchase order to Seller, Customer represents and warrants that it is so solvent. If, in Seller's opinion, the credit of Customer becomes impaired, Seller may, at its sole option, suspend performance of its obligations to Customer until such time as Seller has received full payment or satisfactory security for deliveries of Goods made and is satisfied as to Customer's credit for future deliveries. If Customer fails to make payment in full or refuses to provide Seller with satisfactory security or other adequate assurance of performance, then Seller shall have the right to enforce payment of the full purchase price for Goods already delivered, and may (a) cancel the unfinished portion of all open orders for Goods and charge Customer an equitable amount for such cancelled orders, (b) proceed with delivery of all open orders for Goods, or (c) suspend performance of all open orders for Goods, in which case, Seller shall be entitled to such extension of time for performance as is necessitated by the suspension.

SALES TAXES AND DUTIES: Unless otherwise stated, Seller's prices do not include sales, use, excise or any other duties, including all export and import fees and port handling fees. All taxes of any kind levied by any federal, state, municipal or other governmental authority which Seller is required to collect or pay with respect to the sale or shipment of Goods sold hereunder (excluding only income taxes imposed on the net income of Seller) shall be the responsibility of Customer. Customer agrees to pay all such taxes and to reimburse Seller for any such payments made by Seller.

PACKING: All Goods shall be suitably packed for domestic shipment, unless otherwise requested by Customer and agreed to in writing by Seller.

WARRANTY: Subject to standard manufacturing variations and other limitations set forth herein, Seller warrants that each Good furnished pursuant to these Terms and Conditions or any Invoice shall, for a period of one (1) year from Seller's delivery of such Good, be free from defects in materials and workmanship and shall conform to their respective specifications set forth or referenced on the face hereof or thereof or in specification sheet(s), product brochure(s), or catalog(s) prepared by Seller covering such Good; provided, however, that this warranty does not cover defects or failure caused by improper handling, storage, commissioning, maintenance or repair or by any modification, abuse or abnormal use of such Good after delivery by Seller. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY. ALL OTHER WARRANTIES (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY EXPRESSLY DISCLAIMED.

CLAIMS FOR DEFECTIVE GOODS: If Customer believes that a Good is defective, it must obtain a Return Material Authorization ("RMA") number from Seller prior to shipment of such Good back to Seller. The RMA number must appear on all packages returned to Seller and be referred to in all related correspondence. Return shipment of the Goods for which damages are claimed shall be at Customer's expense, and such Goods shall not be returned, repaired or discarded without Seller's written consent. Returned Goods will be subject to inspection and final determination as to whether or not any adjustment is due. If the inspection shows that the warranty for the Good in the preceding paragraph is breached, Customer's exclusive remedy against Seller, and Seller's sole obligation, for any and all claims (whether for breach of warranty, breach of contract, tort (including negligence and strict liability) or otherwise) shall be limited to, at Seller's option, repairing or replacing the defective Good with like or equal product. Such repair, replacement of good(s) of like or equal product is the sole remedy with respect to defective Goods. In no event shall Seller have any liability for damages in an amount exceeding the purchase price of the related defective Goods nor shall Seller have any liability for incidental or consequential damages. The foregoing remedies (repair or replacement) are Customer's sole and exclusive remedies with respect to all warranty claims on defective Goods (including any express warranties and/or under any implied warranties not negated by these Terms and Conditions). Warranty claims must be made within the warranty period or are forever waived. The provisions of this paragraph limiting remedies to repair, replacement, and limiting liability and excluding consequential or incidental damages are independent provisions and any determination that any such limitation of remedies fails of its essential purpose or any other determination that any of the aforementioned provisions are unenforceable, shall not be construed to make any other provision of these Terms and Conditions unenforceable.

SEVERABILITY OF BREACH: Any defect in quality or delays in delivery or non-delivery shall only affect the particular installment of Goods so defective or

delayed and shall not affect the balance of the Goods covered by these Terms and Conditions and/or any Invoice. Any delivery not in dispute shall be paid for on the due date, as provided in these Terms and Conditions, without offset, defense or counterclaim and regardless of controversies relating to other delivered or undelivered Goods.

DEFAULT BY CUSTOMER: If Customer (1) fails, with or without cause, to furnish Seller with specifications and/or instructions for, or refuses to accept deliveries of, any of the Goods herein sold, or (2) is otherwise in default under or breaches or repudiates these Terms and Conditions, any Invoice, or any other contract with Seller or (3) fails to pay when due any Invoice or any amount due under said contracts, then, in addition to any and all other remedies which Seller may have hereunder or by law, Seller may, without notice (a) bill and declare due and payable all amounts for undelivered Goods subject to these Terms and Conditions or subject to any other contract with Seller, and/or (b) defer shipment of Goods subject to these Terms and Conditions, subject to any other contract with Seller or subject to any Invoice, in each case until such default, breach or repudiation is removed, and/or (c) cancel, in whole or in part, any undelivered portion of Goods subject to these Terms and Conditions or subject to any other contract with Seller. Notwithstanding any action taken by Seller pursuant to clauses (a), (b) and/or (c), Customer shall remain liable for all damages incurred by Seller.

RETURNS: All sales are final. No Goods may be returned without Seller's prior issuance of a RMA number. The RMA number must appear on all packages returned to Seller and referred to in all related correspondence. All authorized returns must be shipped freight prepaid. Any return sent collect will be refused unless previously agreed in advance with seller.

DISPUTED DEBTS: Communications concerning disputed debts, including an instrument tendered as full satisfaction of a debt, are to be sent to: Seller, 3064 Silver Sage #150 Carson City NV 89701, United States of America, Attn: Chief Financial Officer.

CHANGES AND REVISIONS: Seller reserves the right to make revisions and changes in its Goods and assumes no obligation to incorporate these changes in earlier models.

PATENTS: Subject to the limitations set forth below, Seller shall at its expense and option defend or settle any claim of infringement of a valid United States patent brought against Customer based upon any Goods furnished under these Terms and Conditions. Seller's liability under this indemnification clause is expressly limited to infringement of United States patents and in no event shall exceed the purchase price of the alleged infringing Goods or part. Seller shall not be liable under this provision unless (1) Seller is notified promptly in writing by Customer of any claim for which indemnity is sought; and (2) Customer gives Seller its full and complete authority, information and assistance in defending or settling any such claim. In no event shall Seller be liable for settlements made without its written consent. In the event an infringement claim results in the issuance of a final and binding injunction by a court of competent jurisdiction against further use of such Goods or part thereof, Seller retains the right, at its sole discretion, to (a) procure for Customer the right to continue to use said Goods or part thereof, (b) modify said Goods or part thereof so that it becomes non-infringing; or (b) remove said infringing Goods or part thereof and grant Customer a credit for the full value thereof. Seller makes no express or implied warranty that Goods sold hereunder will not infringe any United States or foreign patents, trademarks or mask work registrations. The sale of any Goods hereunder does not convey any license by implication, estoppel or otherwise covering combinations of any Good with other devices or elements. Customer shall hold Seller harmless against any expense or liability from claims of unfair competition, infringement or contributory infringement of any patents, trademarks, copyrights or mask work registrations related to Goods sold hereunder arising from (i) Seller's compliance with Customer's designs, specifications or instructions; (ii) use of any Goods in combination with goods not supplied by Seller; and/or (iii) use of any Goods in connection with a manufacturing or other process.

GOVERNING LAW: These Terms and Conditions and each Invoice shall be governed by the laws of the State of Nevada, and shall expressly not be governed by the United Nations Convention for Contracts for the International Sale of Goods. For any action brought by Customer against Seller, exclusive jurisdiction and venue shall be Carson City, Nevada. For any action brought by Seller against Customer, Customer consents to the nonexclusive jurisdiction and venue of any state or federal court located in Carson City, Nevada.

WAIVER; AMENDMENT: No waiver, amendment, supplement or modification of any provision of these Terms and Conditions or of any term or conditions set forth on the face of any Invoice shall be effective unless made in a writing signed by an authorized officer or employee of Seller that specifically identifies these Terms and Conditions or such the terms and conditions set forth on the face of any Invoice and the provision intended to be waived, amended, supplemented or modified. Each such waiver, amendment, supplement or modification will be effective only in the specific instance and for the specific purpose for which given.

Issue Date: March 2019