

Purchase Order Terms and Conditions

These terms and conditions shall govern the purchase order (“Order”) between J2R Solutions, LLC (“J2R Solutions”) and Seller, and shall govern Seller’s provision of goods or services to J2R Solutions under the Order.

1. Applicability

The Order is an offer by J2R Solutions to purchase from Seller goods or services specified on the face of the Order in accordance with, and subject to, these terms and conditions. The terms and conditions: (a) prevail over any terms or conditions in any other document; and (b) expressly exclude Seller’s terms and conditions of sale or any other document issued by Seller in connection with the Order.

These terms and conditions apply to repaired or replacement goods or services Seller provides to J2R Solutions under the Order

These terms and conditions shall not obligate J2R Solutions to make any minimum purchase or any future purchase.

2. Acceptance

Acceptance of this Order is limited to the terms and conditions stated herein, and may be made by signature on the Order. Seller’s provision of services or shipment of goods shall constitute Seller’s acknowledgement and acceptance of the Order and these terms and conditions. Any additions, deletions or differences in the terms proposed by the Seller are objected to and hereby rejected unless J2R Solutions agrees in writing. This Order sets forth the entire understanding of the parties with respect to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties.

3. Delivery Date, Quantity, Location

Seller shall deliver the good or services to J2R Solutions in the quantities and on the date specified in the Order, or as otherwise agreed in writing by the parties (“Delivery Date”). Seller’s timely delivery of goods or services to J2R Solutions is of the essence. If Seller fails to deliver the goods or services in full by the Delivery Date, J2R Solutions has sole discretion to terminate the Order by providing written notice to Seller. If J2R Solutions provides to Seller written notice of termination, Seller shall indemnify J2R Solutions against all losses, claims, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver by the Delivery Date. At Seller’s expense, J2R Solutions has the right to return goods or services delivered before the Delivery Date. If J2R Solutions returns the goods or services, Seller shall redeliver the goods or services on the Delivery Date, and shall do so at the Seller’s expense.

If the Seller delivers more or less than the quantity or services specified in the Order, J2R Solutions may reject all or any excess goods or services. Any goods or services J2R Solutions rejects shall be returned to Seller at Seller’s risk and expense. If J2R Solutions accepts delivery of increased or reduced quantities, the Order price shall be adjusted on a prorated basis based on the increased or decreased quantities of goods or services

All goods shall be delivered to the address specified in the Order (“Ship To”) during J2R Solutions’ normal business hours or as J2R Solutions otherwise instructs Seller.

4. Packaging

All goods shall be packed for shipment according to: (a) J2R Solutions’ instructions, including the terms of any contract between J2R Solutions and J2R Solutions’ client or customer; or (b) if J2R Solutions does not provide instructions to Seller, in a manner sufficient to ensure the goods are delivered in undamaged condition. Seller shall provide J2R Solutions prior written notice if Seller requires J2R Solutions to return packaging material shall be at Seller’s expense.

5. Payment

Unless otherwise specified in the Order or agreed to by the parties, J2R Solutions shall pay Seller a firm-fixed-price (FFP) in accordance with the Order's pricing terms. Seller shall submit one invoice to J2R Solutions within 30 calendar days of the date Seller completes the work and provides the goods to J2R Solutions. Upon J2R Solutions' approval of Seller's work, J2R Solutions shall pay Seller within 30 calendar days of receipt of the invoice.

6. Modification

J2R Solutions may at any time make changes in shipping and packing instructions, quantities, drawings, designs, specifications, place of delivery, and/or delivery schedules of this Order, for which an appropriate adjustment to the terms of this Order shall be made. Seller agrees to continue performance of the Order in accordance with the changes unless the changes materially change the scope of work contemplated by this Order.

If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, Seller shall notify the J2R Solutions in writing within 10 days of the event that caused the change. J2R Solutions and Seller will negotiate an adjustment in price or schedule reflecting the impact of such change. No such adjustment shall be binding upon J2R Solutions unless approved by a representative of the Seller and an amendment to the Order is signed by both parties. Any claim by Seller for such an adjustment shall be deemed waived unless notice of a claim is made in writing within 10 days of the event that caused the change.

7. Risk of Loss

Seller shall bear all risk of loss of damage to the goods until Seller delivers the goods to J2R Solutions as specified in the Order, these terms and conditions, or as agreed to by the parties in writing. Risk of loss or damage to the goods shall pass to J2R Solutions upon J2R Solutions' receipt of the goods.

8. Indemnity

Seller shall defend, indemnify, and hold harmless J2R Solutions and J2R Solutions' officers, directors, employees, and agents from and against all third-party claims and resulting costs, expenses, and liabilities that arise from property loss or damages arising out of or relating to Seller's provision of good or services to J2R Solutions under the Order.

9. Limitation of Liability

J2R Solutions' maximum liability to Seller shall not exceed the aggregate amount payable to Seller under the Order. Nothing in this Order or terms and conditions shall exclude or limit Seller's liability to J2R Solutions.

10. Warranty

Seller warrants goods and services delivered under the Order shall conform with: (a) the requirements of these terms and conditions; (b) the requirements of J2R Solutions contract with J2R Solutions' client or customer; and (c) any information J2R Solutions provides regarding the goods or services. Seller with the date J2R Solutions accepts the good or services, Seller's warranty extends for the period of any warranty provision in J2R Solutions' contract with J2R Solutions' client or customer. In the alternative, Seller's warranty shall extend for one calendar year if: (a) Seller does not deliver goods or services pursuant to a separate contract between J2R Solutions and a client or customer; or (b) the contract between J2R Solutions and J2R Solutions' client or customer lacks a warranty provision.

11. Non-Disclosure

Any existing non-disclosure agreement between the parties shall remain in effect and shall govern the Order and these terms and conditions. Seller agrees not to disclose or to make any use of data, designs, drawings, specifications, and other information furnished to it by the J2R Solutions, except as required for the performance of this Order or required for the performance of any Government contract to which the Government has rights to the data, designs, drawings, specifications, and other relevant information. Seller

further agrees that any required disclosure of such data, designs, drawings, specifications, and other information to others shall be made binding upon the recipient against use and further disclosure as set forth herein.

Seller agrees that such information, whether protected by copyright or trade secret, shall be protected through all reasonable means, including confidentiality, security measures, and prohibitions against use, disclosure, or copying other than for purposes of performance of this Order. The Seller will, at the least, use a standard of care consistent with the same level of effort it employs to avoid unauthorized use, disclosure, or dissemination of its own proprietary matters.

The obligations of this paragraph do not apply to (i) information that was or is made available to the public without restriction by the J2R Solutions or a third party; (ii) information that was previously known to the Seller independent of any disclosure by J2R Solutions; or (iii) information that was or is independently developed by the Seller.

Upon completion or termination of this Order, Seller shall return to J2R Solutions on demand, all data, designs, drawings, specifications, and other information disclosed to Seller by J2R Solutions, including copies made by Seller.

Any knowledge or information which Seller has disclosed or may hereafter disclose to J2R Solutions in connection with the purchase of the goods, deliverables or services covered by this Order shall not, unless otherwise specifically agreed to in writing by J2R Solutions, be deemed to be confidential or proprietary information, and shall be acquired free from any restrictions (other than a claim for patent infringement) as part of the consideration for this Order.

12. Term and Termination

The terms and conditions shall continue in force until Seller completes all work required by the Order, unless the parties terminate the Order pursuant to the terms and conditions

The Order shall terminate upon: (a) Seller's delivery to J2R Solutions of the goods or services as required by these terms and conditions and the Order, including any information, diagrams, or specification J2R Solutions provides to Seller; and (b) J2R Solutions' payment in full to Seller for the goods or services.

Either party may terminate the Order for cause seven calendar days after the party provides written notice to the other party of the other party's breach. The termination shall not be effective if the breaching party cures the default in seven calendar days.

Any termination shall be made by delivering to the other party written notice specifying the termination is for default, extent of termination, and effective date.

If J2R Solutions' client or customer terminates its agreement with J2R Solutions for convenience, J2R Solutions shall have the right to terminate the Order with Seller for convenience. In the event of a termination for convenience: (a) Seller shall immediately stop work under the Order; and (b) shall immediately direct suppliers and subcontractors to stop work. Subject to these terms and conditions, J2R Solutions shall pay Seller in accordance with J2R Solutions' receipt of payment from J2R Solutions' client or customer reflecting Seller's work performed before the termination for convenience.

13. Force Majeure

Neither party shall be in default or otherwise liable for delay or failure to perform if the delay or failure arises by any reason beyond the party's reasonable control, including any act of God, acts of the US Government in its sovereign capacity, any acts of terrorism or of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure

to act by the other party or such other party's employees, agents, or contractors. Lack of funds shall not be deemed a reason beyond a party's reasonable control.

14. Notices

Any notice required or permitted under the Order and these terms and conditions shall be effective only if in writing and delivered by electronic mail to the parties listed on the herein.

15. Disputes

The Order shall be governed by Florida law without regard to Florida's choice-of-law rules. Florida's state and federal courts shall have sole and exclusive jurisdiction and venue over all disputes relating to the Order and these terms and conditions.

16. Entire Agreement

The Order and these terms and conditions: (a) constitute the parties' entire agreement for the goods and services provided by Seller to J2R Solutions; and (b) supersede all prior agreements between the parties relating to the Order

17. General Provisions

No assignment – Unless J2R Solutions provides prior written consent to Seller per these terms and conditions, Seller shall not assign the work required under the Order.

Successors and Representatives – The Order and these terms and conditions shall bind and inure to the benefit of the parties and their respective successors, representatives, and assignees.

No Waiver – If either party fails to require the other party to perform any term, the failure does not prevent the party from later enforcing the term

Rights and Remedies – The parties' rights in Order and these terms and conditions are in addition to any other rights available to the parties in law or equity