

Sales Agreement

JARM total solution, within this agreement is referred to as "JARM total solution" and "Buyer" refer to the Person(s) or Company for which this quote or order has been prepared and/or is being processed with the company details as in the header of this document. These Terms and Conditions are hereby incorporated into and made a part of any purchase order by The Buyer to order equipment from JARM total solution.

This Agreement constitutes the entire agreement between The Buyer and JARM total solution and supersedes all of our prior written and oral agreements and understandings relating to the subject.

Payment: JARM total solution's standard terms are 100% payment due at time of order. Alternate terms of sale are solely at the discretion of JARM total solution, will be clearly stated on each quotations, Proforma Invoicing, Invoicing and any other documentation. Under no circumstances The Buyer will be entitled to withhold or suspend payment or deduct from or compensate with the amounts due hereunder. In the event that JARM total solution extends credit to The Buyer under this Agreement, The Buyer jointly and severally agree to pay for all purchases pertaining to this Agreement and all other charges as described below, according to the terms of this Agreement. This Agreement shall not be effective and binding until JARM total solution have advised The Buyer that credit, in the form of payment terms other than "100% payment upon order" has been approved.

Lead-time: Shipments of equipment is typically 6 to 8 weeks after receipt of funds or as agreed in the document by JARM total solution. Possible by the Buyer- consigned equipment must be received at JARM total solution's factories no later than three weeks prior to shipment date.

Shipping: FOB Origin. If pre-paid freight applies, customs-clearance and import charges are to be paid by the Buyer. Freight quotes are estimated for budgeting purposes only and might be subject to change. All pre-paid freight charges will have to be paid in full prior to shipment.

Warranty: JARM total solution hereby warrants that each component manufactured or supplied directly by JARM total solution will be free of defects in material and workmanship for a period of twelve months following the date of (proforma) invoice or shipment, whichever occurs first (the "Warranty Period"). JARM total solution period is in principle based on the "return to depot" warrantee; any defective component will be send back to JARM total solution and a replacement component will be shipped back to the Buyer using the same method of shipment the Buyer has used for shipment, however always within thirty (30) days of receipt, all at JARM total solution's expense. Notwithstanding the foregoing, this warranty shall include, without limitation, all metal and plastic parts, fabrications, and formations whether or not a warranty is provided by the manufacturer, subcontractor, or supplier thereof. JARM total solution does not warrant any component supplied by the buyer or its suppliers. JARM total solution's warranty may be voided by misuse, accident, modification, unsuitable physical or operating environment, and improper service and/or maintenance by Buyer or Buyer's service organizations, removal or alteration of part identification or failure caused by a product for which JARM total solution is not responsible.

JARM total solution will guarantee component availability for at least thirty-six months of this agreement and agree provide engineering resources to assist The Buyer in finding suitable replacements of defective components when required by the Buyer during this period.

The Buyer shall notify JARM total solution within ten business days of transfer of title of any non-conformity including: missing, non-conforming or damaged components or peripherals. After such time has lapsed, Buyer agrees that their order has been accepted and JARM total solution shall not be responsible for any further obligation to provide conforming or replacement components except as provided by the terms contained in JARM total solution's warranty.

Late Charge: In the event that JARM total solution does not receive payment of any amounts due by the due date, a late charge will be assessed beginning on that day and continuing each day thereafter until all amounts due are paid in full. The late charge will be the lesser of (a) maximum amount permitted by applicable law and (b) 10% per month of the total of the Balance Due.

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JARM total solution remains owner of the equipment or goods purchased hereunder until the purchase price and any interest, late charge or costs due are paid in full by the Buyer. In the event of default by the Buyer in any payment due, JARM total solution shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall equipment in transit and retake the same, to repossess any equipment or goods that are with the Buyer.

Limitation of liability: To the extent allowed by law, Buyer shall be responsible for all liability, injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies which are attributable to the negligent actions or misconduct of Buyer. JARM total solution shall be responsible for all liability injury to persons or property, damages, claims and expenses arising from use of the equipment/supplies which are attributable to the negligent actions, or misconduct of JARM total solution. In no event shall JARM total solution's total aggregate liability hereunder exceed the costs actually paid by Buyer to JARM total solution under this agreement.

JARM total solution is providing equipment to the Buyer and JARM total solution has no control over how the equipment is used. Buyer agrees to indemnify, defend and hold harmless JARM total solution and its officers, directors, employees, agents and contractors from and against any and all third-party claims, demands, losses, liabilities, damages, suits, actions, attorneys' fees and costs.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Florida. In the event of any dispute arising from or with regard to this agreement the Civil Court in Miami, FL will have exclusive competence. Notwithstanding the foregoing JARM total solution at its sole discretion is entitled to bring any dispute to the applicable competent courts of the place of residence of Buyer.

JARM total solution may sell, assign and/or transfer any or all of this Agreement or any balances due hereunder by giving commercially reasonable notice prior to doing so. Buyer may not sell, assign or transfer the Buyer's Obligation under this Agreement without the express written consent of JARM total solution.

This agreement can be effectuated by the Buyer by means of the following methods:

1. Transfer of funds as listed in invoice.
2. A signed and dated purchase order from the Buyer, referencing the Document No, after written agreement from JARM total solution for the resulting credit.

Purchase Agreed to and Terms Accepted By:

Printed Name: _____
 Signature: _____
 Company Name: _____
 Invoices #: _____

Title: _____
 Date: _____
 Tax Reg.: _____
 Purchase Order #: _____

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