

This Master Services Agreement (“**Master Agreement**” or “**MSA**”) is entered into between **HI-TECH ELECTRO Inc** (“**HI-TECH**”) and the Client identified in the signature block below, and effective as of the date of last signature.

1 **PURPOSE AND SCOPE**

1.1 Purpose. This Master Agreement establishes the general terms and conditions to which the parties have agreed with respect to the provision of services or products by HI-TECH to Client. Additional terms, if any, for the specific services or products are set forth in the attached Invoice. The parties acknowledge receipt of and agree to be bound by the terms and conditions of this Agreement. All pre-printed or standard terms of any Client purchase order or other business processing document shall have no effect.

1.2 Incorporation of Invoices. “**Invoice**” means the document attached to this agreement, regardless of the actual name, which incorporates the terms and conditions of this Master Agreement, which lists the services requested to be performed by HI-TECH from Client.

1.3 Order of Precedence. To the extent any terms and conditions of this Master Agreement conflict with the terms and conditions of any Invoice or order form, the terms and conditions of this Master Agreement shall control, except where the Invoice or order form expressly states the intent to supersede a specific portion of the Master Agreement.

2 **SERVICES**

2.1 Services/Work Authorizations/Change Orders. HI-TECH will perform the mutually agreed upon services for Client described in one or more Invoices, work orders, *statement of work* or order forms (collectively “**SOW**”) as the parties may agree to in writing from time to time. Each SOW, once executed by the authorized representatives of the parties shall become a part of the Agreement. Either party may propose a change order to add to the work ordered in the SOW with reasonable notice given to the other party. Each change order shall specify the changes to the services and the effect on the time of performance and on the fees owed to HI-TECH due to change. Once executed by both parties, a change order shall become a part of the SOW.

2.2 HI-TECH does not accept units for the sole purpose of testing. Units must be diagnosed properly prior to sending it in for repairs, in the event that our technicians find nothing wrong with the unit, HI-TECH reserves the right to charge Client a standard testing fee. Any order once placed, must be canceled within 4 hours after placing the order, if unit has been shipped and subsequently refused by Client, Client will be subject to a 25% restocking fee, if applicable programming fee and shipping and handling.

2.3 All devices approved for repair will have a minimum service cost of \$295 regardless if HI-TECH attempts to repair the device and the device is non-repairable.

3. **FEES, TAXES & PAYMENTS**

3.1 General. Fees and payment terms are specified in the applicable Invoice. All fees are in United States Dollars and includes all applicable taxes and shipping and handling costs. Unless otherwise stated payments of all fees are due no later than 30 business days after invoice date. If fees are not paid for in proper time allotted a \$10 restocking and late fee will be applied every day. All devices left at HI-TECH after 60 days become property of HI-TECH. Failure to make timely payments shall be a material breach of the Agreement and HI-TECH will be entitled to suspend any or all services and performance obligations hereunder, and to request full payment before any additional performance is rendered by HI-TECH. Client shall reimburse HI-TECH for expenses incurred, including interest and reasonable attorneys fees, in collecting amounts due to HI-TECH hereunder.

4. **INDEMNIFICATION**

4.1 Indemnity. Client shall defend HI-TECH in any suit or cause of action, indemnify and hold HI-TECH harmless against any damages payable to any third party in any such suit or cause of action, alleging that a product or service as used in accordance with this agreement infringes on any patent or copyright of any third party or any proceeding for any other infringement and/or misappropriation of intellectual property rights thereof.

4.2 The indemnification obligations set forth above are subject to the following requirements: the indemnified party shall (i) take all reasonable steps to mitigate any potential damages which may result; (ii) promptly notify the other party of any and all such suits and causes of action; and (iii) the indemnifying

party controls any negotiations or defense of such suits and causes of action, and the indemnified party assists as reasonably required by the indemnifying party.

5. LIMITATION OF LIABILITY. Notwithstanding anything to the contrary contained in this Agreement, HI-TECH’s total liability for any and all damages shall not exceed the fee paid by Client for the initial twelve month (12) period pursuant to a particular Invoice. NOTWITHSTANDING ANYTHING IN

THIS AGREEMENT TO THE CONTRARY, HI-TECH AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION, ANY LOSE PROFITS OR DAMAGES FOR BUSINESS INTERRUPTION, INACCURATE INFORMATION OR LOSS OF INFORMATION OR COST OF COVER) THAT THE CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, HOWEVER CAUSED AND UNDER WHATEVEER THEORY OF LIABILITY, EVEN IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HI-TECH assumes no liability in paying any labor, auto rental, towing, living expenses, etc, under any and all circumstances. HI-TECH will not be held responsible for any damage from any attempted repair.

HEAT TREATMENT: HI-TECH will not be responsible for any damages due to, or related to, heat treatment that may be required to repair your device. You are aware there is a chance your device will not power up after the heating process and you assume all risk regarding any heat treatment service performed on your device.

6. **WARRANTY, RETURN & REFUND POLICY**

6.1 Warranty. All Products or services, whether repaired or purchased are covered by a **limited warranty** according to written agreement between HI-TECH and client in the invoice, and are subject to the following conditions: (i) All Products must be installed and used by a certified technician; (ii) failure to install by a proper technician, improper installation, or proper installation misdiagnosis are not covered under this warranty policy and therefor will void this policy; (iii) All products being sent in for repair under this warranty policy must have prior approval from the warranty department and must have a Dealership Diagnostic Report with it, failure to do so will result in unit being returned without any repair or work done at cost to Client; (iv) any tampering with HI-TECH’s seal automatically voids the warranty; (v) any Products with damage caused by external electrical problems, or any other extraneous damage where board is no longer repairable will void the warranty; and (vi) any damage caused to the product by collision, water damage, corrosion, rust contamination will void the warranty. (VII) HI-TECH test all returned ECM at client cost and will provide a full report to the customer. All units repaired under warranty are shipped via standard ground shipping at clients cost (Plus standard testing fees), HI-TECH will not ship second day or next day air for warranty repairs unless specific shipping is requested and prepaid in full by Client.

WARRANTY

APPLIES ONE TIME REPAIR ONLY. ANY ADDITIONAL REPAIRS AFTER THE FIRST REPAIR ARE SUBJECT TO AN ADDITIONAL REPAIR

CHARGES PLUS TESTING FEES. THIS WARRANTY POLICY COVERS ONLY THE PARTS AND/OR CIRCUITS REPAIRED ONLY. ANY OTHER ISSUE OR NEW PROBLEM WILL NOT BE COVERED. Warranty is neither transferable nor redeemable and only covers ECM’s under normal use

6.2. Return/Refund. HI-TECH reserves the right to deny any return or exchange. Electronic modules are non-refundable products. All Returned units subjected to testing fee. Every return will be subject to the following procedures: (i) If unit has report of Dealership/certified technician that stipulates that the Product or repaired product is not working properly due to fault by HI-TECH, HI-TECH will repair the unit again; (ii) if unit is not repairable, an exchange can be provided with an additional charge; (iii) . Prior to issuance of any refund, we will attempt repair or exchange of instrument for an equivalent unit if necessary.

6.2 DISCLAIMER on Medical Devices (Terms & Conditions): Regardless of the origin of the equipment, documentation provided or identification appearing

upon the equipment, the equipment described and offered here is in no way certified for, recommended for, or offered for any specific use. The buyer is purchasing an item(s) which may have been used for medical purposes and may have the potential to again be used for this purpose, however unless otherwise specified, at the time of sale the item is not considered to be bio-medically certified for use in any jurisdiction.

The purchased item(s) is simply a device which operates in the limited manner described in the listing and/or electronic and mechanical components. It is not allowed to use uncertified devices for any clinical and diagnostic purposes. Buyer may use these devices for familiarity with hardware, software, platform, structure or parts of these devices for training or nonclinical purposes on your own risk.

The purchaser agrees that the seller shall not be held responsible or liable:

- * for any injuries or damages, whether incidental or consequential, associated in any way with the equipment;
- * for compliance with regulations on ownership or use of the purchased item within the jurisdiction in which the purchaser resides and/or uses the item. The purchaser, by buying this equipment, indicates their acknowledgment of, and agreement to the terms of this disclaimer. The sale of this item may be subject to regulation by Health Canada, the U.S. Food and Drug Administration and other national/provincial/territorial/state and local regulatory agencies. If so, do not buy this item unless you are an authorized purchaser. If the item is subject to Health Canada or FDA regulation and it is to be used for regulated medical services in the Canada or the USA, your payment for it indicates you are an authorized purchaser and will comply with these regulations. If you have questions about legal obligations regarding sales of medical devices, you should consult with Health Canada, the FDA or the regulatory authorities in the jurisdiction in which the item is to be used. . By Buying this item, the buyer acknowledges that there may be an inherent danger in its use, either physical or environmental, and that it is the purchaser's sole responsibility for the handling, use, disposal and appropriateness of use of a particular item, and will hold the seller harmless from any and all liability. All Biomedical Devices Must Test , Calibrate and certified by Main Builder factory and comply by all necessary original factory regulations and pass all tests according to FDA , State and Factory regulations and it is Buyers responsibility to do that Prior to use.

7. MISCELLANEOUS

7.1 Shipping. All shipping is done via UPS/FEDEX standard shipping. HI-TECH does not insure any packages and is not liable for any unit if lost or damaged during shipping. Insurance and other shipping methods are available at the request of Client and if paid for in full by Client.

7.2 Force Majeure. Any party hereto will be excused from performance under this Agreement for any period of time that the party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the party's reasonable control. Both parties will use reasonable efforts to mitigate the effect of a force majeure event.

7.3 Waiver. The failure of either party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other party.

The Parties authorized signatories have duly executed this agreement as of the date listed below (the "Effective Date").

By: _____

Print Name: _____

Date: _____

7.4 Headings. The headings used in this Agreement are for reference only and do not define, limit or otherwise affect the meaning of any provisions hereof.

7.5 Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable

provision or provisions, and the rights and obligations of Client and HI-TECH shall be construed and enforced accordingly.

7.6 Assignment. HI-TECH may assign the Agreement or work to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchase in connection with the sale of all or substantially all of its assets.

7.7 Relationship of the Parties. The parties hereto expressly understand and agree that each party is an independent contractor in the performance of each and every part of the Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith.

7.8 Governing Law. This Agreement is governed by the laws of the State of Texas without giving effect to its conflicts of law provisions. Any dispute shall be litigated in the state or federal courts located in the State of Texas to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in Texas under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum.

7.9 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter. This Agreement shall not be modified except by a writing signed by HI-TECH and Client.

7.10 Use of Agents. HI-TECH may designate any agent or subcontractor to perform such tasks and functions to complete any services covered under this Agreement.

7.11 Publicity. Client agrees that HI-TECH may identify Client as a recipient of services or product and use its logo in sales presentations, marketing materials and press releases.

7.12 Notices. Any notice required or permitted under this Agreement or required by law must be in writing and must be (i) delivered in person, (ii) sent by first class registered mail, or air mail, as appropriate, or (iii) sent by an internationally recognized overnight air courier.