

GENERAL TERMS AND CONDITIONS FOR ALL SECO CONTRACTS

These general terms and conditions apply to all Contracts, Purchase Orders or Request for Work Agreement accepted or entered into by Systems Enterprise Corp.(SECO). These general terms and conditions are presumed accepted by the Customer unless rejected in writing prior to the commencement of performance by SECO.

1. SECO will invoice the customer for progress and completion payments pursuant to the Agreement with customer. Customer shall pay such invoices net cash 30 days. Any invoice not paid within that time shall be assessed 1½ % interest per month or part thereof.
2. SECO will invoice customer for materials necessary for the customers work upon receipt of the materials.
3. Title and Risk of loss of all materials necessary for the customers work shall pass to the customer upon delivery to the customers premises or work site.
4. SECO warrants their workmanship will reasonably conform to specifications in all material respects for a period of one year. SECO shall transfer any manufacturer warranties on materials to the customer, SECO makes no other warranty on materials and further disclaims any and all warranties express and or implied including the implied warranties of merchantability and fitness for a particular purpose.
5. Customer acknowledges by entering into an Agreement with SECO for performance of work and or supplied material waives any right to claim any consequential, indirect, incidental, special, exemplary, or punitive damages against SECO whether sounding in breach of contract, negligence or other tort.

Customer further agrees in any event that SECO's aggregate liability shall not exceed the total of the amounts paid to SECO for labor and material supplied for customers work.

6. Customer and SECO (as an indemnifying Party) shall indemnify the other party (as an Indemnified Party) from and against claims brought by a Third Party on account of personal injury or damages to the third party's tangible property, to the extent caused by the negligence of the Indemnifying Party in connection with this agreement. In the event the injury or damage is caused by the joint or concurrent negligence of the parties hereto the loss or expense shall be borne by each party in proportion to it's degree of negligence. For purposes of SECO's indemnity obligation materials to be used pursuant to the agreement are not considered third party property. These general terms and conditions may only be amended or modified in writing which specifically states that it amends these Terms and Conditions and is signed by an authorized representative of each party.
7. No waiver by either party of these General Terms and Conditions or part thereof shall be valid unless in writing signed by the parties hereto and specifically detailing the general term and condition herein being waived.
8. All notices between the parties shall be sent overnight mail or hand delivery to the addresses of the parties on the agreement between the parties to which this forms a part

9. SECO shall not be liable or responsible to customer nor be deemed to have defaulted or breached their agreement with customer for any failure or delay in fulfilling or performing their agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of SECO including without limitations, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or power outage. SECO is an independent contractor for customer and nothing contained in their agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise or employment between the parties. Unless expressly granted in writing neither party shall have authority to contract for or bind the other party in any manner whatsoever.
10. Any and all matters arising out of relating to the agreement with customer shall be governed by and construed in accordance with the Internal Laws of the State of Illinois without giving affect to any choice or conflict of law provision that would cause the application or laws of another jurisdiction to any matter between the parties.
11. Any suit action or proceeding rising out of or relating to any agreement between the parties shall be instituted in the Grundy County Circuit Court or the Federal Court for the Central District of Illinois.
12. Should any term of the party's agreement or provisions hereof be found invalid, illegal or unenforceable the terms, it shall not affect any other term or provision of the Agreement or invalidate or make unenforceable such other terms or provisions.
13. These General Terms and Conditions constitute the entire agreement between Customer and SECO relating to the subject matter herein and supersede prior and or contemporaneous discussions understandings and agreements related to the subject matter hereof.