

Sales Terms and Conditions

All sales made by UNISOL INTERNATIONAL (“UNISOL”) to its customers (“Purchaser”) are subject to these terms and conditions. Purchaser’s acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order to UNISOL (ii) Purchaser's acceptance of any Product from UNISOL, whichever occurs first. These terms and conditions shall apply to sales of all products described in UNISOL's current product listing except as otherwise noted below.

1.- ORDERING

Prior to placing an order, Purchaser must provide UNISOL with complete product order information as required by UNISOL. The product order form must be completely filled with all of the necessary Product order information which will include without limitation the (i) Product Description, (ii) Unit quantity, (iii) Vendor part/model number and/or UNISOL SKU number, (iv) current unit price as provided by UNISOL and (v) correct shipping address. Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or to some other specified third party. UNISOL reserves the right to ask for additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser shall not disclose any confidential information when ordering from UNISOL. Purchaser may place orders over facsimile, telephone, online and via UNISOL approved ordering methods only through persons who identify themselves as Purchaser personnel and provide their UNISOL customer number prior to placing the order. UNISOL will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner.

UNISOL's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. Orders for direct shipment to Purchaser's customers or Special-Order Products may be subject to additional fees. UNISOL will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold or if Purchaser does not confirm it within 24 hours of notification from UNISOL that back-ordered Product is available for shipment.

All product pricing, descriptions and availability information (“Information”) provided by UNISOL, in any form, is the property of UNISOL International. UNISOL International hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use only for purposes of Purchaser's sales and purchases of Products sold by UNISOL International. If UNISOL International provides Information to Purchaser electronically, Purchaser agrees to update such information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. UNISOL International makes no warranty, either expressed or implied on the information. All information is provided to purchaser “AS IS”. UNISOL International hereby disclaims any and all warranties, expressed or implied, relating to information including but not limited to, the implied warranty or merchantability.

2.- PRICING

All prices are subject to change without notice and will be established at the time of order acceptance by UNISOL International. Order acceptance and sale by UNISOL occurs at time of shipment. Prices for back-ordered Products are not guaranteed.

3.- SHIPMENT AND DELIVERY

3a) U.S. Shipments: All Product Shipments shall be prepaid and will be made FOB origin. For Products owned by UNISOL International, title and risk of loss will transfer to Purchaser upon UNISOL International tendering the Product for delivery to the carrier. For US shipments, UNISOL International will ship Products using UNISOL's International's carrier of choice via standard ground freight service and UNISOL will bill Purchaser for freight charges. Additional charges may apply for unusually heavy or large items or for shipment of materials designated as hazardous in accordance with Federal and/or International Air Transportation regulations. Purchaser shall examine all Products upon receipt and shall notify UNISOL International, as specified herein, of all discrepancies and refusal to accept delivery of purchased Product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchased Product was refused. If Purchaser does not give UNISOL International such notice as stated herein, Purchaser agrees that such Products have been accepted by Purchaser as of the date of shipment.

3b) International Shipments: All shipments by UNISOL International to Purchaser or Purchaser's customers at an address outside of the United States are subject to additional terms. These shipments will be made via UNISOL International's carrier of choice. Title and risk of loss will transfer to Purchaser upon UNISOL International tendering the Product for delivery to the carrier. Purchaser will bear ALL the costs related to shipment and delivery. Purchaser shall examine all Products promptly upon receipt and shall notify UNISOL International of all discrepancies or if rejection is intended within five (5) calendar days after receipt. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for the rejection. Failure to give such notice within such time shall be deemed an acceptance of the Products as of the date of shipment. If the approval of any government or governing organization is required with respect to these terms and conditions or the distribution of the Products including without limitation, giving legal effect to these terms and conditions, protecting intellectual property and other rights in the Products or compliance with exchange regulations, Purchaser will, at its expense, immediately take whatever steps necessary to secure such approvals. If any such approval requires or results in the deletion or amendment of any provision of these terms and conditions, then UNISOL International will have the right to immediately terminate these terms and conditions.

4.- PAYMENT TERMS

Unless otherwise agreed in writing by UNISOL, all purchases must be paid in accordance with UNISOL's normal terms of sale (prepaid). Credit cards (Master Card, VISA, American Express and Discover Card) will be accepted at the time of order and are subject to a processing fee. Wire transfers directly to UNISOL International account number, money orders or bank deposits will also be accepted as forms of payments and must be made out in the exact amount of the invoice or confirmed quote; payment of one invoice through multiple money orders will not be permitted. Qualified buyers are eligible for credit terms and subject to completing a credit application process.

Company checks will be acceptable only if drawn from US banks although this may delay shipments until such checks have cleared payment. Additional restrictions regarding third-party payments apply to Purchasers located in specific countries. UNISOL International retains (and the Purchaser grants to UNISOL by submitting a purchase order) a security interest in the Products to secure payment in full, and the Purchaser agrees to execute any additional documents necessary to perfect such security interest. If the Purchaser fails to make timely payment of any amount invoiced hereunder, UNISOL International shall have the right, in addition to any and all other rights and remedies available to UNISOL at law or in equity, to delay or cancel future deliveries. Purchaser shall pay all costs of collection including reasonable attorney's fees.

5.- TAXES

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to UNISOL International prior to shipment if they are to be honored.

6.- WARRANTY

Product warranties, if any, are provided by the manufacturer or publisher of the Products. UNISOL International makes no warranties whatsoever. UNISOL International's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective Products. In no event shall UNISOL International be liable for any consequential damages or damages of any kind or nature alleged to have resulted from any breach of warranty. UNISOL International does not warrant the merchantability of the products or their fitness for any particular purpose. UNISOL International makes no warranty, express or implied, other than those specifically set forth herein.

7.- PRODUCT RETURNS

(a) Requirements: Purchaser must obtain a valid Return Material Authorization ("RMA") number from UNISOL International for all returns. RMA's will be issued, at UNISOL's sole discretion, in accordance with these terms and conditions. Purchaser must provide its account number and all other information as required by UNISOL International for all returns. RMA's are valid for twenty (20) calendar days from date of issuance. Purchaser must allow for in-transit time for Products to be returned to UNISOL International, as UNISOL International must physically receive Products within the twenty (20) calendar days. RMA's will be issued for authorized returns under one of the following categories: i) Defective Products, (ii) stock balancing, (iii) billing or shipping discrepancies, or (iv) damaged Product. Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to UNISOL International. UNISOL International will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above. Any Products received by UNISOL International (i) without a valid RMA number, including Product shipments refused by Purchaser or Purchaser's customer except those damaged in transit from UNISOL International to Purchaser or from UNISOL International to Purchaser's customer, (ii) later than twenty (20) calendar days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods. Overgoods are unauthorized returns.

UNISOL International will return Overgoods to Purchaser or Purchaser's customer and will charge Purchaser a USD\$100 processing fee per shipment plus related freight charges. If Purchaser refuses the shipment of Overgoods from UNISOL or returns the Overgoods to UNISOL a second time without UNISOL's prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against UNISOL International for credit related to such Products. Notwithstanding anything to the contrary, UNISOL International reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from UNISOL International.

(b) Defective Product Returns: Defective returns are only for Products purchased from UNISOL that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of defective Products within thirty (30) calendar days of invoice date. Upon receipt of the defective Product for which the RMA was issued. UNISOL may test the Products and may return to Purchaser, at Purchaser's expense, any Products found not to be defective. Upon verification that the returned Product is defective, UNISOL may, at its sole discretion, either (i) repair the defective Product, (ii) ship Purchaser a replacement Product, or (iii)

provide the Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. UNISOL International reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. UNISOL shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, over-voltage on interface, extreme environment, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.

c) Damaged Product Returns: Damaged Product returns are only for Products purchased from UNISOL International and shipped via UNISOL's carrier of choice that are damaged in transit from UNISOL to the Purchaser or to the Purchaser's customer. Purchaser or Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, Purchaser shall notify UNISOL and request an RMA within three (3) business days of receipt of such Product. Failure to notify UNISOL and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

8.- BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from UNISOL International that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within thirty (30) calendar days of invoice date. In addition, Purchaser must notify UNISOL International of any billing discrepancies related to Purchaser's authorized returns within ninety (90) calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

9.- LIMITATION OF LIABILITY

UNISOL International shall not be liable to purchaser, purchaser's customer, or any other party for any loss, damage, or injury that results from the use or application by purchaser, purchaser's customer, or any other party, of the products delivered to the purchaser. In no event shall UNISOL International be liable to purchaser or any other party for loss, damage, or injury of any kind or nature arising out of or in connection with these terms and conditions, or any agreement into which they are incorporated, or any performance or nonperformance under these terms and conditions by UNISOL International, its employees, agents or subcontractors. In no event shall UNISOL International be liable to Purchaser or any other party for indirect, special or consequential damages, including, but not limited to loss of good will, loss of anticipated profits, or other economic loss arising out of or in connection with UNISOL International's breach of, or failure to perform in accordance with any of these terms and conditions, or the furnishing, installation, servicing, use or performance of any products or information UNISOL shall provide hereunder, even if notification has been given to the possibility of such damages. Purchaser hereby expressly waives any and all claims for such damages.

10.- COMPLIANCE WITH U.S. EXPORT LAWS

Purchaser agrees to comply with the laws, regulations and requirements of the United States. This includes, without limitation, the applicable export control and economic sanctions laws, regulations and requirements administered by the Commerce Department's Bureau of Industry and Security and the Treasury Department's Office of Foreign Assets Control as they may govern the export and re-export of items supplied

under these Terms and Conditions. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited. Purchaser further agrees that it will not make any payment, directly or indirectly, that would cause a violation of the anti-bribery laws of any country or jurisdiction, including without limitation the U.S. Foreign Corrupt Practices Act which, inter alia, prohibits certain payments to foreign government officials for the purpose of obtaining or retaining business. The Federal Equal Credit Opportunity Act (ECOA) prohibits creditors from discriminating against credit applications on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with law concerning the creditor is the Federal Trade Commission, Division of Credit Practices, 600 Pennsylvania Avenue, NW, Washington, SC 20580.

11.- RELATIONSHIP OF THE PARTIES

Purchaser's relationship with UNISOL International will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind UNISOL International, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of UNISOL International or in UNISOL International's name. Nothing stated in these terms and conditions will be construed as constituting Purchaser and UNISOL International as partners or as creating the relationship of employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on UNISOL International's behalf.

12.- PATENT AND TRADEMARK INDEMNITY

UNISOL International shall have no duty to defend, indemnify, or hold harmless Purchaser from and against any or all damages and cost incurred by Purchaser arising from the infringement of patents or trademarks or the violation of copyrights by Products.

13.- BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, UNISOL International may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

These Terms and Conditions, as published on UNISOL International's web site located at www.unisolinternational.com at the time of sale, are the official terms and conditions of sale between UNISOL International and Purchaser and may be amended from time to time without notice at UNISOL's sole discretion.