

TERMS AND CONDITIONS OF SALE

All invoiced merchandise is the property of Santech until payment in full has been received. Prices and conditions of sale on all in-stock and special order merchandise are subject to change without notice. The terms and conditions of sale contained herein supersede all agreements made and purchase orders submitted to and accepted by Santech. All agreements shall be binding except where nullified or altered by such unavoidable incidents such as strikes, accidents, shortage of materials, or other delays beyond Santech's control. All invoices and payments are subject to audit. This sale is made contingent upon the condition that this invoice will be audited and that any errors in calculation of charges will be corrected and will represent the balance due.

TAXES: Customer shall pay any and all applicable sales, customs duty, use, value added, excise taxes or any other amount legally levied in lieu thereof imposed under any authority of federal, state, municipal, local, or any other taxing jurisdiction either foreign or domestic. Customer shall furnish Santech with appropriate exemption certificates.

DEPOSITS: Non-refundable deposits are required on all special order merchandise. Deposits are not refundable unless otherwise specifically stated. All deposits and sales on special orders are final.

DELIVERY: Customer must be present to accept delivery. In the event that the Customer is unable to take delivery of the purchased item at the originally agreed upon time, and said Customer fails to give reasonable notice of such inability, there will be an additional charge for a second delivery. Customer must specify upstairs delivery at the time of purchase or pay a service charge. The cost of freight or transportation to and from Santech, in order to complete any repair service under the terms of any manufacturer's limited warranty, will be at the expense of, and charged to, the Customer. Customer shall not have the right to unilaterally cancel the order or reject the Products based upon any delay in delivery, which is beyond the control of Santech as set forth in this Paragraph. In the absence of specific shipping instructions, Santech will use its own discretion in its choice of method of transportation and carrier. Santech assumes no responsibility for insuring shipments unless specified by Customer, in which event such insurance shall be based on Customer's valuation and at Customer's expense.

CLAIMS: All merchandise left our warehouse in good condition. The risk of loss or damage to the merchandise shall pass to customer as soon as a carrier for delivery to the Customer picks up such merchandise. Customer is therefore responsible for inspecting all packages for damage before signing delivery receipt. All claims for damages or loss, whether apparent or concealed, shall be filed by Customer with the carrier. Santech assumes no responsibility for any such damage or loss. Customer should report any claims for shipping errors to Santech within three (3) days of receipt of merchandise.

RETURNS: Customer may return materials pursuant to Santech "Return Materials Authorization Policy" (attached).

LIMITATION OF LIABILITY: In the event any Product is damaged or defective, the liability of Santech shall be limited to replacing the defective Product or, at Santech's option, to refunding the purchase price paid for the Product. Santech shall not be responsible for any other damages, claims or losses, direct or indirect, nor for any incidental or consequential damages arising from the purchase, use, malfunction or non-performance of any Product. All implied warranties including, but not limited to, implied warranties of merchantability and fitness for a particular purpose are hereby excluded.

LIMITED WARRANTY: All products (unless noted on this invoice) are guaranteed for 90 days from date of purchase. All items factory-warranted for longer periods of time must be sent for repair or replacement to the factory, or authorized service center with full insurance coverage and freight prepaid. (Refer to Warranty Card for specific instructions.) Opening or otherwise tampering with any system for any purpose, including upgrading, by unqualified personnel may jeopardize all warranties. All requests for Warranty Service or any other matters relating to hardware must be accompanied with the original Santech Invoice or Service Order. Santech will not accept any return on the basis of incompatibility issues after 30 days from the invoice date. Warranty will be voided due to: a) Accidents, misuse or negligence; a) Customer's improper shipping/handling; b) Physical damage; or c) Alteration/modification to the product without Santech's prior written consent.

PAYMENT: Payment is due and payable in accordance with the terms printed on the front of this invoice. A finance charge at the rate of 1.5% per month will be added to the past due invoice. There will be a \$20.00 charge for any returned checks. If a check tendered for payment by the Customer is stopped or refused by the Customer's Bank, then Santech will have the right to charge all or part of the amount due to a Bank Card or other Credit Card provided by the Customer as credit guarantee. All payments are to be made in United States dollars upon the terms stated on the face hereof. Santech reserves the right to restrict or alter the terms of payment or to require payment prior to time of shipment or on a C.O.D. basis if, in Santech's judgment Customer's financial condition or other circumstances do not warrant shipment under the terms originally specified. Santech reserves the right to suspend performance, to decline to deliver except for cash, and/or to stop delivery of Products in transit, and to charge Customer for any and all commercially reasonable costs, and expenses incurred by Santech in taking such action(s), whenever: (a) Customer's account is delinquent; or (b) Santech for any reason doubts Customer's financial responsibility. Customer shall reimburse Santech for all costs incurred in the collection of amounts owing hereunder, including without limitation reasonable attorneys' fees (regardless of whether suit is filed). If any legal action is successfully instituted by Santech against Customer, then Santech shall be entitled to recover any and all litigation costs, including (without limitation) its court costs and actual attorneys' fees.

SEVERABILITY: If any provision of this contract is held to be invalid or unenforceable by a federal or state court of competent jurisdiction, the enforceability of all remaining provisions of this contract will not be impaired and will remain in full force and effect.

VENUE: This contract and the sale of goods contemplated hereby has been made in, and shall be construed and enforced in accordance with the laws of the State of California, notwithstanding any California or other conflict-of-laws rules to the contrary. Any legal action brought by either party hereto against the other party to enforce any rights or obligations arising out of this contract shall be instituted in a federal or state court of competent jurisdiction for the County of Los Angeles, State of California.

WAIVER: Neither the failure nor any delay on the part of Santech to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof in any later instance. No waiver by Santech shall be effective unless it is in writing and is signed by an authorized officer of Santech.

Signer acknowledgement _____ (please initial)