



TERMS AND CONDITIONS OF SALE

Intelitek

The following terms and conditions shall be the only ones governing the sale of products from Intelitek to Buyer and supersede all other prior communications, whether written or oral, including Buyer's purchase order. No changes may be made except in writing, signed by an authorized representative of Intelitek. Acceptance of the products hereunder shall be conclusively deemed acceptance of these terms and conditions.

1. Delivery

Delivery shall be FOB point of shipment. Buyer shall bear all shipping costs. Title to equipment and risk of loss shall pass to Buyer at the FOB point. Buyer shall have sole responsibility for filing claims for products lost or damaged in transit.

2. Security Interest

Buyer grants Seller a purchase money security interest in the products shipped hereunder until paid in full. Buyer hereby authorizes Seller to execute on behalf of Buyer such UCC financing statements as may be necessary to perfect its security interest.

3. Taxes

Prices are exclusive of all sales, use or similar taxes, which are the sole responsibility of Buyer.

4. Limitation of Liability

Intelitek shall not be liable in any event for lost profits, delays in shipment, incidental or consequential damages of any kind arising out of the sale, use, or inability to use the products sold hereunder. In no event shall Intelitek have any liability in excess of the cost of the product sold hereunder. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

5. Limited Warranty

Hardware

Intelitek warrants that for a period of one year from date of shipping from Intelitek, the products sold hereunder (excluding computer hardware and software) will be free from defects in material or workmanship. This warranty shall be Buyer's sole remedy in the event of defective product.

Intelitek Software

Intelitek's computer software is licensed in accordance with the Software License Agreement accompanying each software product. Opening the package in which such software is delivered or the use thereof constitutes acceptance of the terms of such license. "AS IS" without warranty of any kind, expressed or implied, except as may otherwise be contained in the applicable Software License Agreement.

Hardware and Software not Manufactured by Intelitek

Any hardware or software not manufactured by Intelitek will not be covered under any Intelitek warranty. These products will only be covered by the warranties, if any, accompanying these products when shipped to you.

THE FOREGOING WARRANTY IS THE SOLE WARRANTY APPLICABLE TO THE PRODUCTS SOLD HEREUNDER. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. IN NO EVENT SHALL A WARRANTY EXTEND BEYOND ONE YEAR FROM DATE OF SHIPMENT.

This warranty gives you specific legal rights. You may also have other rights which vary from state to state.

6. Governing Law

The terms of this purchase shall be governed by the substantive internal law of the state of Delaware.

7. Return of Goods

- A. In no case are goods to be returned without first obtaining Seller's return authorization permission.
- B. Goods built to order are not subject to return for credit under any circumstances.
- C. Any goods returned without Seller's return authorization will remain the property of the Sender and the Seller will not be liable for loss by theft, fire, or other damage.
- D. All transportation charges in connection with return are the responsibility of the Buyer.
- E. Goods must be securely packed to reach Seller without damage. Any cost incurred by Seller to put Goods in first class condition will be charged to Buyer.

8. Credit Agreement and Terms

All orders are accepted subject to Seller's approval of Buyer's credit, determinable at anytime and from time to time by Seller in its sole judgment. Seller may at any time limit, modify, or cancel the credit of the Buyer both as to time and amount, and may demand and be entitled to receive payment in cash before delivery or shipment of goods. Unless otherwise agreed, each shipment of Goods must be paid for in full within 30 days of the date of the invoice for such shipment. Past due amounts are subject to late payment service charge of 1 1/2% per month; 18% annual rate. For accounts 60 days old, orders may not be accepted and, if accepted, will be placed on prepaid or C.O.D. status. Legal action will be taken after an account is 90 days old.