

STANDARD TERMS AND CONDITIONS OF SALES

- 1) **Acceptance:** We accept your order upon the express condition that you agree to accept and be bound by the terms and conditions set forth herein. Shipment by ATRENNE Computing Solutions (the Seller) and acceptance by Buyer of, or payment for, all or any part of the articles covered by this Sales Contract (the "Articles") will constitute acceptance by Buyer of This Sales Contract and all the terms hereof. Prior to acceptance by Buyer, Seller may withdraw or modify this Sales Contract.
- 2) **Full Agreement:** The agreement between Seller and Buyer (the "Sales Contract") with respect to the Articles will consist of the terms and conditions contained in this Sales Contract together with any additions to or revisions of such terms mutually agreed to in writing by Seller and Buyer. Seller will not be bound by additional or different terms, whether printed or otherwise, in Buyer's purchase order or on any other communication from Buyer to Seller unless specifically agreed to by Seller in writing. Prior courses of dealing, usages of the trade and verbal agreements not reduced to writing and signed by Seller, to the extent that they modify, add to, or detract from the Sales Contract, will not be binding on Seller.
- 3) **Modification:** Except as provided herein, the terms of the Sales Contract may not be modified, terminated or repudiated, in whole or in part except by a writing signed by Seller and Buyer. Seller may, at its option, treat any attempted modification, termination or repudiation to which it does not assent as a breach of the entire Sales Contract and claim all proper damages. If all or part of the Sales Contract is terminated by agreement of the parties, and if there is no contrary written agreement between Seller and Buyer, Buyer will pay termination charges as follows: (a) the price provided in such order for all Articles assembled prior to the agreement by Seller to termination, plus (b) the actual expenditures made and liabilities incurred by Seller in connection with the uncompleted portion of the order, plus (c) a reasonable estimated profit on the uncompleted portion of the order. ATRENNE Computing Solutions reserves the right to adjust pricing if material cost increases exceed 10% for reasons beyond our control (i.e. raw material increases, fuel, oil, copper, aluminum, etc.).
- 4) **Purchase Price and Delivery:** Unless provided to the contrary on the face of this Sales Contract, Buyer will pay the purchase price in full within 30 days from the date of shipment. Terms are F.O.B. Seller's place of business. Buyer will pay all shipping costs and bear the risk of loss after Seller completed delivery to the carrier.
- 5) **Sales or Use Taxes:** The price shown on the face hereof does not include any tax or other governmental charge upon the sale, shipment or use of the Articles which Seller is required to pay or collect from the Buyer. Any such tax or charge will be paid by Buyer to Seller unless Buyer furnishes it with exemption certificates acceptable to the appropriate taxing authority.
- 6) **Time of Delivery:** Shipment schedules are approximate and are based on conditions at the time of acceptance. Seller will in good faith attempt to effect delivery by the date specified but will not be responsible or liable for delays in or failure to make deliveries due to its ceasing to manufacture any Articles or to cause beyond its control and not occasioned by its negligence. In such cases, Seller reserves the right to terminate the order or to reschedule delivery within a reasonable time. In no event will Seller be liable for incidental or consequential damages resulting from failure to meet requested delivery schedules.
- 7) **Warranty:** ATRENNE Computing Solutions, Inc. warrants its products against defects in workmanship or materials under normal use for a period of one year from the date of shipment, including power supplies, fans, and unique electrical components. ATRENNE Computing Solutions, Inc.'s obligations under this warranty are limited exclusively to those set forth in the clause entitled "ATRENNE Computing Solutions, Inc.'s Exclusive Obligations" and are subject to the conditions set forth therein. This warranty will not apply to any product which: (1) will have been repaired or altered outside ATRENNE Computing Solutions, Inc.'s factory in any way so as, in ATRENNE Computing Solutions, Inc.'s judgment, to affect such article's reliability; (2) has been subject to misuse, negligence or accident; or (3) has been operated other than in accordance with the printed instructions prepared by ATRENNE Computing Solutions, Inc. and provided by ATRENNE Computing Solutions, Inc. with the article. The warranty given in this section is exclusive. ATRENNE Computing Solutions, Inc. does not give any implied warranties, merchantability or fitness for any particular purpose, or make any other warranty or agreement express or implied with respect to any new articles delivered under the sales contract. If any model or sample was shown to buyer, such model or sample was used merely to illustrate the article and not to represent that any article delivered hereunder would conform to the model or sample.
- 8) **Seller's Exclusive Obligations:** Seller's obligations with respect to any Articles delivered to Buyer under this Sales Contract are limited exclusively to repair, replacement or issuing credit, or at Seller's options to a refund of the purchase price, of parts or Articles, which will, within two months after delivery to the Buyer, be returned to Seller in the manner set forth in this clause and which Seller's examination will disclose to its satisfaction either not to have conformed to the contract or to have been defective as specified in the Warranty clause. All such Articles will be returned to Seller at Seller's place of business freight prepaid, accompanied or preceded by a particularized statement of the claimed defect or nonconformity. Under such circumstances the risk of loss and freight charges both to and from Seller will be borne by Buyer, but Seller will bear the cost of repair or replacement and the risk of loss while the Articles are in its possession at Seller's plant. If Articles are returned without being preceded or accompanied by a statement of the claimed defect, Seller will hold the Articles pending receipt of Buyer's instructions or a statement of defect; provided that prior to such receipt, risk of loss of the Articles will remain with the Buyer. The remedy provided in this section is the exclusive remedy for the Buyer under the Sales Contract. Seller will not be responsible for incidental or consequential damages caused by Articles delivered under this Sales Contract.
- 9) **Infringement:** The Buyer will indemnify and hold Seller harmless against all damages, costs, expenses or attorney's fees arising from claims of infringement of patents, designs, copyrights or trademarks with respect to all Articles manufactured or assembled either in whole or in part to Buyer's specifications. Seller further reserves the right to cancel any order for Articles the manufacture, sale, and/or use of which, in the opinion of Seller would infringe upon any patent, design copyright or trademark. Seller will hold Buyer harmless against any rightful claim of any third person by way of any infringement of any United States Patent by the Articles covered by the Sales Contract which are not either in whole or in part manufactured or assembled to the Buyer's specifications; provided, however, that the forth going undertaking of Seller will not apply unless Seller will have been informed as soon as practical by Buyer of the charge or suit alleging such infringement and will have been given the opportunity to take over the defense thereof, and provided, further, that it will not apply if the alleged infringement results from the use of the Articles in combination with equipment which is not part of the Articles hereunder where such infringement would not have occurred from the use of the Articles not in combination with such equipment. Except as in this paragraph provided, Seller makes no warranty that the Articles will be delivered free of the rightful claim of any third party by way of infringement or the like.
- 10) **Applicable law:** This Sales Contract will be governed by the laws of the Commonwealth of Massachusetts.
- 11) **Reschedule:** Parts scheduled for delivery by Buyer can only be rescheduled as follows:

A) Parts scheduled for delivery within 60 days cannot be rescheduled. B) Reschedules of parts scheduled beyond 60 days will be accepted. There will be a carrying charge assessed against any material received against the original schedule. This charge will be Prime Rate + 3% per month against the cost of materials held.

- 12) **Cancellation:** Buyer agrees that in the event of an order cancellation he will be assessed and responsible for the following:
1) Full sales price of any completed part or parts that were scheduled and have been completed; 2) Full sales price of all material received by ATRENNE Computing Solutions or in transit to support original schedule; 3) All cancellation charges or bill backs or costs incurred by us for purchased parts ordered to support scheduled deliveries before cancellation.
- 13) ***RETURN AUTHORIZATION REQUIRED ON ALL CUSTOMER RETURNS.***