

TEKLINKS

Purchase Terms and Conditions

1. Entire Agreement

TekLinks, Inc. ("Seller") agrees to sell goods covered herein ("Goods") to Buyer on the following terms and conditions of sale ("T&Cs"), which supersede any other or inconsistent terms of Buyer. Seller is a reseller of Goods, including shelf Software and Hardware, produced by third parties (each, a "Supplier") and does not manufacture, produce or create any Goods on its own. The only Services provided by Seller hereunder are sales services related to its resale of third party Goods. The T&Cs and the order or other contract documents to which they are attached or incorporated by reference constitute the entire agreement between parties with respect to Goods ("Agreement"). All references by Seller to Buyer's specifications and similar requirements are only to describe Goods and work, if any, covered hereby and no warranties or other terms will have any force or effect. Neither this Agreement, nor any modification, amendment or waiver to it, nor any cancellation, change or return of any order under it, will be binding on Seller until agreed in writing by Seller's authorized representative. No representation, promise or term not set forth herein has been nor may be relied on by Buyer, and any terms not contained in this Agreement (including, without limitation, any terms in Buyer's purchase order) are expressly objected to and rejected. Acceptance of orders, whether oral or written, and/or delivery to Buyer is based on the express condition that Buyer agrees to all of these T&Cs in their entirety.

2. Quotations

Where this Agreement is used by Seller to place a bid, the quotation stated herein is for prompt acceptance, and Seller may change and/or withdraw without notice. Buyer's prompt acceptance of all quotations is a material term of the bid and any subsequent Agreement. In cases where freight allowance is included in the quotation, Buyer is liable for any rate increase and/or additional expense over the calculated allowance resulting from compliance with Buyer's shipping instructions.

3. Delivery

All prices are F.O.B. Supplier's plant, unless otherwise specified by Seller. All shipping dates are approximate, and any time period indicated for a shipment shall not commence until receipt at Supplier's office of the purchase order. Acceptance of shipment by designated shipper, allocation of Goods to Buyer at premises other than Seller's, delivery to Buyer's representative or designee, or mailing of an invoice to Buyer, whichever first occurs, shall constitute tender of delivery. Upon tender of delivery, title shall pass to Buyer, subject to Seller's right of stoppage in transit and to any interest of Seller reserved to secure Buyer's payment or performance, irrespective of any freight allowance or prepayment of freight. Goods held subject to Buyer's instructions, Goods for which Buyer has failed to supply shipping instructions, or in any case where Seller, in its sole discretion, determines any part of Goods should be held for Buyer's account, Seller may invoice for Goods and Buyer agrees to make payment at the maturity of the invoice rendered. Goods invoiced and held at any location for whatever reason shall be at Buyer's risk and Seller may charge for (but is not obligated to carry) insurance, storage and other expenses incident to such delay at its prevailing rates. Partial deliveries shall be accepted by Buyer and paid for at contract prices and terms. When Buyer has declared or manifested an intention not to accept delivery, no tender shall be necessary but Seller may, at its option, give notice in writing to Buyer that Seller is ready and willing to deliver and such notice shall constitute a valid tender of delivery. In the absence of directions, Goods will be delivered by the method and via carrier Seller believes dependable. Delivery by truck will be made to nearest points reasonably accessible by truck as determined by the driver. Buyer will furnish and pay for necessary labor to unload and store Goods. Buyer must report any shortages within three days of receipt of the initial shipment, or claims will be waived.

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4. Loss or Damage in Transit

In no event shall Buyer be entitled to make any deduction from any payment due hereunder by reason of loss or damage in transit. Upon the written request of Buyer, Seller, at its sole discretion, may agree as a service to Buyer to process Buyer's claim against the carrier for any loss or damage in transit, provided that such claim is received by Seller within five (5) days after the receipt of Goods. Any such claims must be accompanied by a delivery receipt, signed by carrier's agent at time of delivery, on which receipt the loss or damage has been noted. Buyer shall note loss or damage on truck shipments upon delivery ticket returned to Seller, or such claims shall be waived.

5. Terms of Payment

Terms of payment are stated on Seller's order or invoice document. Seller may make partial shipments and payment for that portion will be due as provided on Seller's order or invoice document based on time of shipment. If, at any time or for any reason, Seller has cause to question Buyer's ability to perform, Seller may demand such assurances of Buyer's performance as Seller deems necessary in its discretion, including payment in advance for all shipments. If Buyer fails within ten (10) calendar days of Seller's demand to provide Seller with such assurance, Seller suspend its performance, cancel any order then outstanding, receive reimbursement for its reasonable and proper cancellation charges and collect, without limitation, any sums due and owing, its reasonable cancellation charges, and all damages resulting from Buyer's default. In the event of Buyer's bankruptcy or insolvency, or in the event of any proceeding brought against Buyer, voluntarily or involuntarily, under bankruptcy or any insolvency laws, Seller may cancel any order then outstanding at any time and receive reimbursement for its reasonable and proper cancellation charges. If Buyer fails to make payment for Goods when due, Buyer's account will be deemed delinquent and Buyer will be liable to Seller for a service charge of eighteen percent (18%) per annum or the maximum allowed by law, whichever is greater, on any unpaid amount. Buyer will be liable to Seller for all costs and expenses of collection, including court costs and reasonable attorneys' fees.

6. Cancellation, Changes, and Returns

In the event of a proper cancellation, change, or return request from Buyer under this Agreement, Seller may, at its option: (a) charge Buyer for any costs Seller incurred prior to or as a result of such cancellation, change, or return; (b) revise its prices and delivery dates to reflect such change; and/or (c) accept returned Goods for credit if, in Seller's sole discretion, it finds such Goods to be standard stock and in good condition. The credit will be, in Seller's sole discretion, either the invoice price less a percentage to be determined by Seller, along with shipping and handling charges to be determined by Seller. All returned Goods must be securely packed by Buyer to ensure that returned material is not damaged during shipment.

7. Delay in or Prevention of Performance

Seller will not be liable for any expense, loss, or damage resulting from delay in delivery or prevention of performance caused by any event beyond Seller's reasonable control ("Force Majeure"), including without limitation: fire; flood; storm; act of God; strike, labor dispute or labor shortage; lack of or inability to obtain materials, fuels, supplies or equipment; civil unrest or riots; accident; transportation delay or shortage; act or failure to act of Buyer or any government; or any other cause whatsoever, provided that such cause is beyond Seller's reasonable control. Seller will have such additional time for performance as may be reasonably necessary under the circumstances and may adjust the price to reflect increases occasioned by Force Majeure. Buyer's acceptance of any Goods will constitute Buyer's waiver of any claim for damages on account of any delay in delivery of such Goods. If delivery is delayed or interrupted by Force Majeure, Seller may store the

Goods at Buyer's expense and risk and charge Buyer a reasonable storage rate. If Seller is delayed because it is awaiting Buyer's approval or acceptance of designs, drawings, prints or engineering or technical data, or is awaiting Buyer's approval or acceptance of Goods, Seller will be entitled to an adjustment in price commensurate with any increase in Seller's production costs and any other losses and expenses incurred by Seller attributable to such delays.

8. Deferred Delivery

If Buyer requests a deferred delivery on any order and Seller approves in writing, Seller may charge Buyer for the completed portion of the order and warehouse all other Goods at Buyer's expense and risk of loss. As to any uncompleted portion of this Agreement, Seller may, at its option, cancel said uncompleted portion in accordance with Section 6 above or revise its prices and delivery schedules on the portion not completed to reflect its increased costs and expenses attributable to the delay.

9. Security Interest

To secure Buyer's prompt and complete payment and performance of any and all present and future indebtedness, obligations, and liabilities of Buyer to Seller under this Agreement, Buyer hereby grants Seller a first-priority security interest, prior to all other liens and encumbrances, in all Goods purchased under this Agreement, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Buyer acknowledges that the security interest granted under this Section 9 is a purchase-money security interest under the Uniform Commercial Code of the State of Alabama. Seller may file a financing statement for the security interest and Buyer shall execute any statements or other documentation, if necessary, to perfect Seller's security interest in Goods. Buyer also authorizes Seller to execute, on Buyer's behalf, statements or other documentation, if necessary, to perfect Seller's security interest in Goods. Seller is entitled to all applicable rights and remedies of a secured party under applicable law.

10. Credit Risk on Resale to End Users

If Buyer purchases Goods for resale to end-users, Buyer is responsible for all credit risks regarding, and for collecting payment for, all Goods sold to third parties. The inability of Buyer to collect the purchase price for any Goods so resold does not affect Buyer's obligation to pay Seller for any Goods on the terms set forth herein.

11. Warranty and Buyer's Remedies

Seller does not manufacture any Goods and does not make, and hereby disclaims, any and all warranties relating to the Goods including, without limitation, any implied warranty of merchantability, fitness for a particular purpose or non-infringement. Only Supplier's warranties shall apply to Goods, and Buyer shall look solely to Supplier for warranty claims. If any Supplier warranties run to Seller, Seller agrees that such warranties shall inure to the mutual benefit of Seller and Buyer, and Seller hereby assigns to Buyer a mutual and enforceable interest in such warranties, to the extent permitted by law and to the extent that such assignment does not void, limit, or diminish such warranties. If any Supplier warranties that run to Seller cannot be assigned to Buyer, Seller agrees to fully and timely enforce all of such warranties on Buyer's behalf at Buyer's expense. Seller warrants that any Services provided by Seller will be provided in a good and workman like manner in accordance with industry standards. Buyer's sole remedy for Seller's breach of the Service warranty is to have Seller re-perform the defective Services. **THE WARRANTIES IN THIS SECTION 11 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW OR STATUTE OR ARISING FROM TRADE USAGE OR COURSE OF DEALING.**

12. Limitation of Liability

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, WILL SELLER BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF USE OF GOODS OR OTHER PROPERTY OR EQUIPMENT, DAMAGE TO OTHER PROPERTY, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, DOWNTIME OR CLAIMS OF BUYER'S CUSTOMERS FOR ANY OF THE AFORESAID DAMAGES. SELLER WILL NOT BE LIABLE AND BUYER AGREES TO INDEMNIFY SELLER FOR ALL PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LIABILITY RESULTING IN WHOLE OR IN PART FROM BUYER'S NEGLIGENCE. NO CLAIMS OF ANY NATURE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER MORE THAN TWELVE (12) MONTHS AFTER DELIVERY OF GOODS TO BUYER. In any contract by Buyer for resale of Goods, Buyer will effectively disclaim, as against Seller, any implied warranty of merchantability and all liability for property damage or personal injury resulting from the handling, possession or use of Goods, and will exclude, as against Seller, any liability for any punitive, special, incidental, or consequential damages.

13. Controlling Law and Consent to Venue

This Agreement and all rights and obligations hereunder will be governed by, and construed in accordance with, the laws of the State of Alabama, U.S.A., without regard to its conflicts of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Except when the dispute is arbitrated, the parties irrevocably agree that the exclusive venue for all disputes between the parties will be the state and federal courts of Alabama, U.S.A., to which jurisdiction Buyer hereby irrevocably submits. Buyer waives any objection or defense that Buyer is not personally subject to jurisdiction of the state and federal courts of Alabama, U.S.A.; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, Buyer consents to service of process by registered or certified mail.

14. Compliance with Laws

Buyer represents and warrants, in connection with the transactions contemplated by this Agreement, and any other agreement contemplated by or entered into pursuant to this Agreement, that Buyer will comply with all governmental laws, regulations and orders that may be applicable to Buyer, including without limitation all laws and regulations regarding export controls, economic sanctions and trade embargoes, anti-boycott restrictions, anti-money laundering laws and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended) and the United Kingdom Bribery Act (collectively, "Applicable International Trade and Anti-Corruption Laws"). Buyer acknowledges and confirms that it and its officers, directors, employees, agents, contractors, designees, and/or any other party acting on its behalf (collectively "Related Parties") are familiar with the provisions of Applicable International Trade and Anti-Corruption Laws. Buyer agrees to indemnify, defend, and hold harmless Seller and its employees from and against any and all claims, demands, costs, penalties, and fines arising in connection with any alleged breach by Buyer or any of its Related Parties of this Section. Seller may terminate this Agreement in its entirety, without liability to Buyer, if Seller believes in good faith that Buyer or any of its Related Parties has violated or intends to violate this Section.

15. Waiver

No waiver of any provision, right, or remedy contained in this Agreement, including the terms of this Section 15, is binding on, or effective against, Seller unless expressly set forth in writing and signed by Seller's authorized

representative. Buyer expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance, or trade usage. Buyer expressly agrees and acknowledges that reliance on any waiver without Seller's written consent is unreasonable. Waiver by Seller of any breach shall be limited to the specific breach so waived and shall not be construed as a waiver of any subsequent breach. Seller's approval or consent to any action proposed by Buyer will not be considered an agreement to the propriety, fitness, or usefulness of the proposed action, and will not affect Buyer's obligation to strictly comply with this Agreement and all related orders.

16. Assignment

Buyer may not assign this Agreement or any rights or obligations hereunder without Seller's prior written consent. Any attempted assignment in contravention of this Section is void. This Agreement and the T&Cs contained herein are enforceable against Buyer's successors and permitted assigns.

17. Taxes

Seller's prices do not include sales, use, excise, or other similar taxes. Consequently, in addition to the price specified herein, Buyer will pay the amount of any present or future such tax unless Buyer, at the time of sale, provides Seller with all tax-exemption certificates required by the taxing authorities.

18. Cumulative Nature of Remedies

Seller's remedies in this Agreement are cumulative and in addition to any other remedies available to Seller, whether at law, equity or otherwise.

19. Severability

If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.

20. Construction

No provision of this Agreement may be construed against Seller as the drafting party.

(End of Purchase Terms and Conditions)