

Another Supply Company LLC

Terms and Conditions for the Sale of Products and Services

Unless otherwise agreed in writing and signed by an authorized representative of Another Supply Company LLC ("ASCLLC"), these Products and Services General Terms and Conditions ("**General Terms**"), as published on ASCLLC's web site located at at the time of sale or procurement, govern all purchases and provisioning of products and services (collectively "**Products**") by the entity placing an order ("**Customer**") and ASCLLC, a California corporation. These General Terms will be binding upon and, except as otherwise provided herein, will inure to the benefit of the parties hereto and their respective successors and assigns. By ordering any Product, Customer accepts and agrees to be bound by and comply with these General Terms.

All Customer orders are subject to ASCLLC's acceptance. ASCLLC may decline or cancel any order for any reason at any time prior to acceptance, which occurs at time of shipment, or as otherwise specified in these General Terms. ASCLLC's acceptance of Customer orders is limited to these General Terms without any modification or exception. All software provided by ASCLLC will require the end user to accept the software developer's end user license agreement, terms of use, or terms of service. Additional terms and conditions on any Customer document (e.g., order) will have no effect and will not change or add to these General Terms whether or not ASCLLC specifically objects to those terms and conditions.

All accepted orders are binding. Customer may not cancel or amend any accepted order without ASCLLC's written consent, except in the event of a material default by ASCLLC with respect to such order which has not been cured by ASCLLC within a reasonable period of time, but not less than 10 days, following receipt of written notice from Customer of such default. Any cancellation by Customer permitted under these General Terms must be in writing and specify in reasonable detail the nature of the default. Orders for non-standard Products, including Products configured to Customer's specifications, are non-cancelable and non-returnable.

ASCLLC will specify Customer's payment terms when Customer establishes its account. Customer's credit line and payment terms are subject to change from time to time. ASCLLC has the right to modify, increase, decrease or terminate Customer's credit privileges and terms at any time.

Customer agrees to pay all charges according to the payment terms established in each invoice for Products it acquires from ASCLLC. Customer waives any right it may have at law, in equity, under contract or otherwise to set-off or exercise any similar remedy against ASCLLC in whole or in part, any sum that ASCLLC may owe Customer. ASCLLC may apply payments to any of Customer's accounts. If Customer defaults on any payment to ASCLLC, ASCLLC may reschedule, suspend, or cancel any outstanding delivery or order and declare all outstanding balances under all invoices immediately due and payable. Customer agrees to pay interest in the amount of 1.5% per month, or the highest rate permitted by law, whichever is less, on any payment past due, pursuant to the terms set forth on each invoice until collected. Customer must pay to ASCLLC all costs and expenses, including without limitation, reasonable attorneys' fees and the fees of any collection agency and court costs, incurred by ASCLLC in exercising any of its rights or remedies under, or enforcing any of the terms, conditions or provisions of, these General Terms. Except as otherwise provided under

applicable law, any credits provided by ASCLLC will automatically expire if not used within 12 months.

Customer is responsible for all applicable fees and taxes, including any sales, value added, federal, state, provincial, municipal, and other government taxes or duties on Customer orders.

If applicable law requires Customer to deduct any amount from the amounts to be paid to ASCLLC due to withholding taxes or any other taxes or levies of any kind, Customer shall pay all such additional amounts to ASCLLC so that the net amounts received by ASCLLC are the amounts specified on the invoice. To the extent that any withholding tax is payable, ASCLLC and Customer shall mutually collaborate and provide any and all assistance reasonably requested to obtain the benefits of any applicable tax treaty between the country where ASCLLC accepted Customer order and the applicable jurisdiction where the withholding tax applied.

Where applicable, Customer will provide ASCLLC a valid resale or exemption certificate or listing of all valid tax registration identification numbers to minimize indirect taxes (including value added, sales, use, excise, duties, gross receipts, goods and services, and other transaction taxes, fees and surcharges). Customer agrees to pay ASCLLC for any and all underpaid transaction taxes and any associated interest and penalties thereon if it was later determined that such underpayment was the result of inaccurate or incomplete resale exemption documentation or tax identification numbers provided to ASCLLC by customer used in the determination of the amount of transaction taxes to be paid by Customer. ASCLLC reserves the right to request from Customer reimbursement thereof.

ASCLLC provides a limited warranty against defects in hardware materials and workmanship for Products that have been purchased through ASCLLC for a period of 90 days following the date of shipment of the product to Customer, or date the service was provided to Customer, or for the remaining term of an associated ASCLLC service agreement that covers the defective product. If ASCLLC receives notice of a defective Product that was purchased through ASCLLC, we will, at our option, repair or replace the Product(s) that prove to be defective. Replacement parts provided may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced products become the property of ASCLLC unless ASCLLC agrees otherwise in writing.

The total amount that ASCLLC will pay for repairs or replacement made in connection with all claims on any covered product shall not exceed the purchase price for the covered product excluding tax and shipping. In the event the ASCLLC authorized service providers make repairs, which in aggregate are equal to the purchase price of the covered product, or replace the covered product with a new, rebuilt, or refurbished product of equal or similar features and functionality, ASCLLC will have no further obligations under this limited warranty. The cost for any additional claims may be charged on a time and materials basis.

Customer may only return Products as permitted in these General Terms. Products are otherwise non-returnable and the prices and fees are non-refundable. Products damaged after receipt may not be returned. In order to be eligible to receive credit for returned Products, Customer must adhere to ASCLLC's returns processing guidelines. Customer must obtain a valid return merchandise authorization number ("**RMA**") from ASCLLC for all returns prior to returning any Product. ASCLLC has no obligation to issue RMAs. If Customer has an issue or a problem with a Product purchased

from ASCLLC, Customer should contact their assigned ASCLLC account representative for immediate assistance.

Except for defective or damaged Products, all Products must be returned with the original packaging intact (including manufacturer's shrink wrap) and otherwise in unused, resalable condition. Customer is responsible for performing the following functions prior to return shipping a failed product: a) perform all steps for self-test and trouble-shooting specified in the operating manual for the product; b) provide the model number, serial number, current failure symptoms and error code(s), pertinent failure history; c) unless the product will be delivered and picked up in person by a ASCLLC authorized service provider, customer is responsible packaging the failed product carefully in the original container or a shipping container we provide, or a shipping container that prevents the product from being damaged while in transit, and ensuring that the RMA is clearly visible on the address label of the Product packaging, and d) for complying with all other ASCLLC requirements provided to Customer when the RMA is issued. ASCLLC may refuse delivery of any package without a valid, clearly visible RMA. Credit will be provided for Product returned in accordance with ASCLLC's return policies at the time the RMA is issued.

Unless otherwise agreed in writing by ASCLLC, all Product returns from Customer are FOB destination ASCLLC's designated facility, and title and risk of loss will transfer to ASCLLC upon receipt and acceptance of returned Products at ASCLLC's designated facility. If Customer returns any Products without ASCLLC's authorization or does not comply with ASCLLC's return requirements, those Products may be subject to return to the shipping location and, if refused, ASCLLC may consider the Products abandoned and dispose of them, without crediting Customer's account. ASCLLC may charge a restocking fee for handling any Product that is not returned in accordance with these General Terms. ASCLLC's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to ASCLLC's returns processing guidelines.

These General Terms will be construed and enforced in accordance with the laws of the State of California, excluding its conflicts of law rules, and the parties agree to and submit to personal jurisdiction and venue in the state and federal courts situated in Ventura, California. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these General Terms. Customer must pay to ASCLLC all costs and expenses, including without limitation, reasonable attorney's fees and the fees of any collection agency and court costs, incurred by ASCLLC in exercising any of its rights or remedies under, or enforcing or defending any of the terms, conditions or provisions of, these General Terms. Each party hereto irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to these General Terms or the transactions contemplated hereby or subject matter hereof (whether based on contract, tort, fraud or any other theory).

All notices, requests, demands, and other communications must be in writing and may be given by: (i) personal delivery; (ii) registered or certified mail, return receipt requested; or (iii) nationally recognized courier services to the party at its official corporate address. Notices to ASCLLC must be sent to: Coast to Coast Computer Products, Inc., 4277 Valley Fair Street, Simi Valley, CA 93063, Attention: Scott Roussin.

If any provision of these General Terms is held to be unenforceable, the enforceability of the remaining provisions will not in any way be affected.

Failure or delay of either party to exercise a right under these General Terms will not operate as a waiver, nor will any single or partial exercise of a right preclude any other future exercise of that right.

These General Terms are intended to be the sole and complete statement of the obligations and rights of the parties as to all matters covered in these General Terms.

These General Terms may be modified by ASCLLC from time to time in its sole discretion. It is Customer's responsibility to check these General Terms regularly. Any modification to these General Terms will be effective once posted on the Site. Further orders or Products, ASCLLC after any such modification will signify Customer's acceptance of such updated General Terms.