

CTS Micro, LLC Terms and Conditions of Sale

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY.

THE TERMS AND CONDITIONS OF SALE ("Terms") ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN CTS MICRO'S INVOICE OR OTHER CTS MICRO DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND CTS MICRO HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

"We", "Our" or "Us" refers to CTS Micro.

Application of Terms and Customer Acknowledgment

These Terms constitute a binding contract between Customer and CTS Micro. Customer acknowledges agreement and acceptance of these Terms by making a purchase, placing an order or otherwise shopping on our Website.

These Terms are subject to change without prior notice, except that the Terms posted on the Website at the time Customer initially places or modifies an order will govern the order in question. These Terms may be superseded by the terms of the FAR, GSA Schedule, BPA, state regulation, or state or local agreement with CTS Micro.

Governing Law: State of Connecticut

THESE TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF CONNECTICUT, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, REGARDLESS OF THE LOCATION OF THE CUSTOMER. ANY DISPUTE, ACTION OR LITIGATION MUST BE BROUGHT IN CONNECTICUT AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN CONNECTICUT, SUBMITS TO JURISDICTION THERE, AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER HEREBY AGREES THAT SUCH VENUE IS APPROPRIATE AND THAT CTS MICRO'S AGREEMENT TO SELL AND DELIVER PRODUCTS TO THE CUSTOMER IS DEPENDENT ON THIS PROVISION.

Purchase Price

Any prices listed on our Website are subject to change without notice. Prices for certain government, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties. Payment is due before shipment, unless credit terms have been arranged in advance with our credit department. In such case, payment terms shall be as set forth in the credit agreement.

We collect sales and use taxes for sales shipped to the State(s) of California and Connecticut. Additional states may be added without notice.

California Environmental Fees

The State of California has enacted California law SB 50, which requires collection of a State Environmental Fee at the point of sale for certain electronic products shipped to California.

Products Affected:

Under SB 50 regulations, the following products are subject to this fee:

- Notebook computers
- CRT and LCD monitors
- CRT TVs with a screen size greater than 4 inches
- LCD TVs, plasma TVs and plasma monitors (on orders shipped beginning July 1, 2005)
- Portable DVD Players with screen size greater than 4 inches

As of January 1, 2011:

- \$6 per device (screen size greater than 4" and less than 15")
- \$8 per device (screen size 15" to 35")
- \$10 per device (screen size greater than 35")

Screen sizes are measured diagonally. For more information, visit the California SB 50 Website at <http://www.calrecycle.ca.gov/electronics/act2003/>

Shipping, Risk of Loss and Security Interest

We will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. CTS Micro charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling, but does not necessarily equal a direct pass-through of such cost to the customer. Risk of loss is upon Customer once we deliver the product to the carrier. Delivery times are estimates only and we shall not be liable for delays.

CTS Micro retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

Limited Manufacturer's Warranty

Customer understands that CTS Micro is not the manufacturer of the products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not CTS Micro. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the products that may be provided by us. In connection with services, third party service providers are not CTS Micro's agents and we have no obligation or liability arising from any services performed by or any warranty, if any, made by, such service providers.

We do not warrant the performance or integrity of any Product, but merely pass through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective products.

CTS MICRO HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

We have no control over the technology of the Products sold herein, and therefore cannot and do not indemnify Customer for claims by third parties that Products infringe any patent, copyright, trademark or trade secret. We will pass through any such indemnity it receives from the Product manufacturer or supplier.

Pricing Information, Availability, Errors and Omissions Disclaimer

All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders.

We make every effort to ensure the accuracy of the information published on the CTS Micro website. However, the documents and graphics published on this Website may contain technical inaccuracies or typographical errors. We make no representations about the suitability of the information and graphics presented on this Website. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, we shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, we shall immediately issue a credit in the amount of the incorrect price. **Note: We also do not guarantee that prices listed on our Website are accurate or up-to-date.**

Limitation of Liability

CTS MICRO WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. CTS MICRO WILL NOT BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY CTS MICRO, CTS MICRO IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

We will not be responsible for any delays in delivery which result from any circumstances beyond our control, including without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Third Party Services

Customer acknowledges and agrees that we are resellers of services and are not the provider of those services. In those cases, the third party service provider is the only party responsible for providing services to Customer. In those cases, Customer will look solely to the third party service provider for any loss, claims or damages arising from or relating to the purchase or provision of such services. Customer hereby releases CTS Micro from any and all claims arising from or relating to the purchase or provision of any such services by third party service providers. Services may be subject to tax. All amounts, including taxes, associated with third party services are being collected by us solely in the capacity as a reseller of those services.

Orders, Payment Terms, Interest and Taxes

Orders are not binding upon us until accepted by us. Terms of payment are within our sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. We may invoice parts of an order separately. Customer is responsible for, and will indemnify and hold us harmless from, any applicable sales, use or other taxes or federal, state or local fees or assessments associated with the order. Customer must claim an exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use or other applicable tax or fees or assessments is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of our costs of collection, including court costs, filing fees and attorney's fees.

Return Privileges

All non-defective returns authorized by CTS Micro, whether opened or unopened, will be assessed a minimum 15% restocking fee, and must be authorized for return within 30 days from date of receipt. No refunds will be issued after such 30 day period. Authorization may be obtained by calling Customer Service at (203) 404-3992 or by e-mail at CustomerService@ctsmicro.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 10 days. Failure to return a product within such 10 day authorization period will be deemed to be an acceptance of the product.

Return privileges are subject to various manufacturers' policies. Many manufacturers have imposed certain return restrictions. Consequently, CTS Micro reserves the right to decline specific return requests based on those restrictions. Be sure to ask your Sales Representative about specific return conditions before you purchase any item.

For more information on returns, please read our Returns Policy.

Vendor License Agreements

Customer agrees to abide by all license provisions or end user agreement imposed by the manufacturer or publisher.

Damaged Products

All shipped packages are inspected at the distribution warehouse prior to shipment. However, from time to time, damage during shipping may occur. Packages that are obviously damaged should be refused upon original delivery attempt. If the package is accepted, then any damage should be noted on the carrier delivery record prior to the driver leaving your premises. Any hidden or internal damage to any product must be reported to Customer Service at 1-203-404-3992 or email CustomerService@ctsmicro.com within the first 7 days of receipt to arrange for a carrier inspection and return of the damaged product(s). Please save the product, the shipping carton and all manufacturer packaging. Timely receipt of this information is necessary for CTS Micro and our distribution partner to file a damage claim. Failure to notify CTS Micro of damage within this time period will be deemed an acceptance of the product, and standard return policies will apply.

Entire Agreement

These Terms constitute the entire agreement between Customer and us relating to the sale of products and services on the CTS Micro website. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting us at the address provided below.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the Terms contained herein and in our invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these Terms or any purchase order or invoice related thereto. In the event any section or portion of a section of these Terms are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms, and the remaining terms shall continue in full force and effect.

Returns

The following terms and conditions apply to all sales unless there is a written contractual agreement stating otherwise.

All Returns Are Subject to Manufacturers' Policies

Return privileges are subject to various manufacturers' policies. Many manufacturers have imposed certain return restrictions. Consequently, CTS Micro reserves the right to decline specific return requests based on those restrictions. Be sure to ask your Sales Representative about specific return conditions before you purchase any item.

Final Sale of Certain Products

In addition to manufacturer restrictions, the following products are final sale items and are not returnable to CTS Micro for refund or exchange for any reason:

Specific Products:

- Custom configured products, Special ordered products, LCD/DLP projectors, Opened software, Hard drives, and TVs/Monitors over 27"

Specific Manufacturers:

- Avaya, Cisco, Citrix, Compellent Technologies, Corel, EMC, GFI, IBM Software, Hitachi Data Systems, IBM Storage, Lotus, Neoware, Oracle, Overland Storage, Quantum, RIM/Blackberry, Sony Storage, Tandberg Data, U-Vault, and VMware

Packaging of Returns

All returns, defective or otherwise, must be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturer's packaging, contain all blank warranty cards, accessories, and documentation provided by the manufacturer. Incomplete returns, open or used products, or products not in new condition will be assessed additional restocking fees depending on condition and ability to remarket the returned product. Any return of items missing UPC codes will be refused.

Nonrefundable Charges

Labor, installation services, and shipping charges are nonrefundable. Customer is responsible for all return shipping charges; therefore, all returns must be shipped prepaid. CTS Micro recommends that you send your return via a traceable service with appropriate insurance. CTS Micro is not responsible for lost parcels.

Return Privileges for Non-Defective Items

All non-defective returns authorized by CTS Micro, whether opened or unopened, will be assessed a minimum 15% restocking fee, and must be authorized for return within 30 days from date of receipt. No refunds will be issued after such 30 day period. Authorization may be obtained by calling Customer Service at (203) 404-3992 or by e-mail at CustomerService@ctsmicro.com. Customer will be issued a Return Merchandise Authorization (RMA) which is valid for 10 days. Failure to return a product within such 10 day authorization period will be deemed to be an acceptance of the product.

Defective or Dead on Arrival (DOA) Merchandise

DOA products must be reported to Customer Service at (203) 404-3992 or CustomerService@ctsmicro.com within the first 30 days of receipt and, if deemed by us to be defective, may be repaired or replaced at our sole discretion. Some manufacturers and publishers require DOAs to be handled directly with the manufacturer, and in these cases, we will provide the contact information. DOA returns that prove through testing not to be defective are subject to a minimum 15% restocking fee. After 30 days, the manufacturer's warranty process must be followed.

Damaged Products

All packages are inspected prior to shipment. However, from time to time, damage during shipping may occur. Packages that are obviously damaged should be refused upon original delivery attempt. If the package is accepted, then any damage should be noted on the carrier delivery record prior to the driver leaving your premises. Any hidden or internal damage to any product must be reported to Customer Service at (203) 404-3992 or CustomerService@ctsmicro.com within the first 7 days of receipt to arrange for a carrier inspection and return of the damaged product(s). Please save the product, the shipping carton and all manufacturer packaging. Timely receipt of this information is necessary for CTS Micro to file a damage claim. Failure to notify CTS Micro of damage within this time period will be deemed an acceptance of the product, and standard return policies will apply.

Refused Orders

All refused orders (for reasons other than shipping damage) will be subject to a minimum 15% restocking fee. Shipping charges are not refundable if shipment is refused at the time of delivery. In addition, refused orders will be subject to additional shipping charges to cover the cost of returning the products to CTS Micro.