

Channel Partner Group Purchase Orders (hereinafter referred to as "**PO**") are subject to the following Terms and Conditions. These Terms and Conditions are made a part of all Purchase Orders as if stated thereon.

1. **PURCHASE:** Vendor (hereinafter referred to as "**SELLER**") agrees to sell and Channel Partner Group (hereinafter referred to as "**BUYER**") agrees to purchase from **SELLER** equipment and/or services (hereinafter referred to as "**EQUIPMENT**") as listed on the **PO** submitted by **BUYER** in accordance with the terms and conditions herein (the "**TERMS AND CONDITIONS**" and, together with the **PO**, this "**AGREEMENT**"). In the event **BUYER** incurs any costs due to failure of **SELLER** to comply with terms of the **PO** or this **AGREEMENT**, **SELLER** shall promptly reimburse **BUYER** for such costs, including, without limitation, reasonable attorneys' fees.
2. **SHIP TO:** Destination address for the **EQUIPMENT** provided on the **PO** in the "Ship To" section. .
3. **SHIP VIA:** Shipping method provided on the **PO** in the "Ship Via" section.
4. **PURCHASE PRICE:** Purchase price of the **EQUIPMENT** as stated in the "TOTAL" section on the **PO**.
5. **TERMS:** Payment terms for the **EQUIPMENT** as stated in the "Terms" section on the **PO**. In the event this agreement is terminated by either party, for any reason whatsoever, or in the event the **EQUIPMENT** is returned by **BUYER** to **SELLER**, either under any warranty or by virtue of the fact that the **EQUIPMENT** does not meet the standards required under this agreement, **SELLER** agrees to refund any sums paid by **BUYER**, including any freight charges, by the same method used by **BUYER** to make any initial payments, within three business days of such termination or return.
6. **DELIVERY:** **SELLER** shall deliver and **BUYER** shall accept delivery of the **EQUIPMENT** at a location and on a date to be mutually agreed upon and such location and date shall be indicated on the **PO** in the "Ship To" and "Date Required" sections. If **EQUIPMENT** is not delivered to the **BUYER** on the date set forth, the **BUYER** may, at the **BUYER'S** sole discretion, terminate this agreement, and the **SELLER** shall promptly refund all payments, including any freight charges incurred by **BUYER**, made by **BUYER** as stated in paragraph 5.
7. **ACCEPTANCE:** Shipment of the equipment, or signature on the **PO**, constitute full and complete acceptance of the **PO** and these terms and conditions by the **SELLER**. If fulfillment of the **PO** does not meet the requirements of **BUYER**, including any shipping or payment terms, this agreement may be terminated at the option of the **BUYER**. In the event of such termination, **BUYER** shall have no further obligation to **SELLER** and **SELLER** shall promptly refund any money paid by **BUYER** as stated in Paragraph 5.
8. **FOB DELIVERY:** **SELLER** will cause the **EQUIPMENT** to be prepared for shipment at **SELLER'S** expense using standard packing materials and shall deliver the **EQUIPMENT** to **BUYER'S** loading dock or other location as specified in the **PO**. Unless otherwise provided in the **PO**, **SELLER** shall sell and deliver to **BUYER**, the **EQUIPMENT** specified on the **PO**, FOB Destination, and **SELLER** shall bear all risk of damage or loss from fire, the elements or otherwise, until such times the **EQUIPMENT** has been delivered to the **BUYER** at the Ship TO location as specified in the **PO**. Unless otherwise provided in the **PO**, all shipping costs shall be borne and promptly paid by **BUYER**, Freight Collect, utilizing **BUYER'S** Freight Account. If Terms as defined in Paragraph 5 are stated on the **PO** as COD, all shipping, and insurance costs shall be borne and promptly paid by **SELLER**.

9. **TAXES: BUYER** warrants that this purchase is for the purpose of resale, exempt from any sales tax, but not limited to such purpose. **BUYER** will not be responsible for payment of any sales taxes imposed upon **SELLER** by taxing authorities by reason of the sale and delivery herein provided for. Any personal property taxes assessed on the **EQUIPMENT** prior to delivery shall be paid by the **SELLER**.
10. **MAINTENANCE AND WARRANTY:** Unless specifically stated on the **PO**, all **EQUIPMENT** comes with a minimum of 90 day warranty and/or is eligible for manufacturer maintenance. Should the **EQUIPMENT** listed herein not be qualified for continued maintenance, **SELLER** agrees to pay all costs associated with recertification by the manufacturer. **SELLER** represents and warrants that the **SELLER** is the lawful owner of the **EQUIPMENT** free and clear of any liens and encumbrances (other than those which may arise from this Agreement) and will have full right, power and authority to sell the same to **BUYER**. **SELLER** agrees to assign to **BUYER** any residual manufacturer's warranty relating to the **EQUIPMENT**. Should the **EQUIPMENT** be Original Manufacturer Equipment, **SELLER** represents and warrants that all parts and features specifically identified as included with the **EQUIPMENT**, or not specifically identified but inherent and a part of the **EQUIPMENT**, be genuine original manufacturer parts and features.
11. **TITLE:** Title to the **EQUIPMENT** will be free and clear of all liens, claims and encumbrances of any kind and shall vest full and marketable title in **BUYER** upon payment of the full purchase price required to be paid pursuant to Paragraph 4 hereof **SELLER** agrees to provide **BUYER** with a Bill of Sale for the **EQUIPMENT** on receipt of payment in full.
12. **NOTICES:** Any notice provided for herein shall be in writing and sent by registered or certified mail, postage prepaid, addressed to the party for which it is intended at the address set forth on the **PO**, or to such other address as either party shall from time to time indicate in writing, or by electronic mail or facsimile transmission.. Said notice to be deemed to be effective, in the case of certified mail, upon receipt or three days from the date of deposit in the U.S mail, whichever occurs first, and in the case of electronic mail or facsimile transmission, upon receipt or one day after being sent, whichever occurs first.
13. **CONDITION OF EQUIPMENT:** **SELLER** agrees to maintain or cause the **EQUIPMENT** to be maintained hereafter so that no excessive deterioration or use other than normal wear and tear shall occur before delivery of the **EQUIPMENT**, or if such deterioration or use shall occur, **SELLER** shall use its best efforts to correct or to cause said excessive deterioration or use to be corrected to assure the acceptable appearance and condition of the **EQUIPMENT**. **BUYER** or its agent shall have the right to inspect the **EQUIPMENT** up to date of delivery for general appearance and operating condition. Unless otherwise stated on the **PO**, **SELLER** shall supply the **EQUIPMENT** with all parts necessary to install and maintain the **EQUIPMENT**, including maintenance records, schematics, log books and manuals, mounting hardware, and cables for connection. All cables, maintenance records, schematics, log books and manuals shall be securely taped or otherwise affixed to the subject **EQUIPMENT** or otherwise properly packaged and included with the shipment of the **EQUIPMENT**. **SELLER** shall be liable for the replacement costs of any of the foregoing if missing at time of delivery.
14. **GENERAL:**
- a. This **AGREEMENT** constitutes the entire agreement between **SELLER** and **BUYER** with respect to the purchase and sale of the **EQUIPMENT**, and no amendment, modification, waiver, representation or statement not contained herein shall be binding upon **SELLER** or **BUYER** as a warranty or otherwise, unless in writing and executed by the party to be bound thereby.
 - b. This **AGREEMENT** shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
 - c. This **AGREEMENT** shall be governed by and constructed in accordance with the laws of the

- State of New York including all matters of construction, validity, performance and enforcement.
- d.** This **AGREEMENT** may be executed in the multiple counterparts, each of which shall be deemed to be an original and of equal force and effect.
 - e.** In the event of litigation to enforce the terms of this **AGREEMENT**, the substantially losing party agrees to pay the substantially prevailing party's reasonable costs and expenses, including, without limitation, reasonable attorneys' fees.