

**Channel Partner Group** Terms and Conditions of Sale. The Terms and Conditions stated herein are made a part of any sale of product by Seller (as defined below).

Based on receipt of properly authorized Purchase Order (the “**Customer PO**”), issued by Customer, received and acknowledged by Channel Partner Group (**Seller**), and for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller agrees to sell, transfer and/or assign the equipment listed on the Customer PO to Customer free and clear of any and all Liens, Encumbrances and Liabilities, under the following Term and Conditions (together with the Customer PO, this “**Agreement**”).

### **SPECIFICATIONS**

Specifications, dimensions and other product details are stated in good faith and the Seller will make commercially reasonable efforts to ensure that goods supplied to the Customer comply with such specifications, dimensions and other product details. However, it may not be possible for the Seller to control minor deviations from specifications, and other product details and therefore it reserves the right in such cases to supply goods of a substantially similar or better specification.

### **PAYMENT TERMS**

The Customer shall pay the price of the goods within terms as stated on the Customer PO, as received and accepted by Seller. Such terms shall be restated on Seller's invoice. Time for payment of the invoice shall be of the essence of this Agreement. The Customer shall have no right to set-off in respect of any claim it may make against the Seller. If payment of the purchase price is not made by the due date, Seller may charge, and Customer agrees to pay, interest on the outstanding amount at a rate of 1.5% per month. Any payments made after the due date shall first apply to outstanding interest, then to the purchase price.

### **CANCELLATION**

Customer may not cancel this purchase without the expressed written consent of Seller. In the event Seller allows Customer to cancel this order, a restocking fee equal to 25% of the purchase price may be assessed at Seller's sole discretion. Payment of this fee must be made as a condition of Seller's agreement to cancellation of the order.

### **RETURNS**

In the event equipment does not meet agreed specifications, or shall fail within the warranty period, Customer may return the equipment to Seller under terms of Seller's RMA policy (go to [www.cpgroupinc.com](http://www.cpgroupinc.com) and click on RMA Request), the terms of which are incorporated herein by reference, and the receipt of which Customer acknowledges. In the event Customer fails to comply with this policy, Seller may reject the return.

### **FOB DELIVERY**

Unless payment terms are stated as COD, Seller shall sell and deliver to Customer, the equipment specified on the Customer PO, FOB Origin, and Customer shall bear all the risk of damage from fire, the elements or otherwise, from such time the equipment has been delivered to the carrier or upon acceptance of the purchase order by Seller if the equipment is already in the Customer's possession. If payment terms are stated as COD, Seller shall sell and deliver to Customer, the equipment specified on the Customer's PO, FOB Destination, and Seller shall bear all the risk of damage from fire, the elements or otherwise until such time as the equipment has been delivered to the Customer. All shipping, installation and insurance costs shall be borne and promptly paid by Customer or shall be added to the invoice and will be paid by Customer. Seller will cause the equipment to be prepared for shipment at Seller's expense using standard packing materials.

**TITLE**

Notwithstanding the passing of risk as stated above, unless and until payment shall have been made to the Seller of all sums due to it for the equipment, Customer agrees and covenants that Seller retains a first priority security interest in all of the equipment.

**WARRANTIES**

Unless stated otherwise on the Customer PO, and such Customer PO having been accepted in a writing signed by Seller, Seller provides Customer the warranty provided in Seller's Warranty Policy (available at <http://www.f5technology.com> and click on Warranty Policy), the terms of which are incorporated herein by reference, and the receipt of which Customer acknowledges. Other than this limited warranty, Seller makes no other warranties, express or implied, other than good title, including merchantability or fitness for a particular purpose. The parties agree that the implied warranties of merchantability and fitness for a particular purpose and all other warranties express or implied including without limitations, warranties as to description accuracy, quality or productiveness, are excluded from this transaction and shall not apply to the equipment sold, unless the parties shall otherwise agree in writing.

**DELIVERY**

Seller shall deliver and Customer shall accept delivery of the equipment on a date mutually agreed upon, as provided on the Customer PO. Unless the Seller is notified in writing by the Customer within 72 hours after delivery of the equipment has been made, it shall be conclusively presumed that the equipment was delivered in a good condition and in complete accordance with the Customer's requirements. The Customer agrees that the equipment may be delivered using standard packaging, and that the original packaging may not be available or suitable for delivery. The terms of this Agreement shall be included as if contained in the Customer PO.