

LTL IT Solutions Terms and Conditions

1. AGREEMENT

By placing an order (via purchase order or otherwise) in connection with the quote ("Quote") provided to you, you accept the Quote and the terms and conditions set forth below, and agree that the same shall constitute a valid and binding contract (the "Agreement") between you and **LTL IT Solutions ("LTL IT Solutions")**.

2. PURCHASE AND SALE OF EQUIPMENT

LTL IT Solutions will sell to you, and you will purchase from **LTL IT Solutions**, the personal property (the "Equipment") shown on the Quote for the total sales price (the "Sales Price") specified thereon.

3. PAYMENT

Upon placement of an order, you will pay to **LTL IT Solutions** any deposit specified on the Quote. You agree to pay to LTL IT Solutions the unpaid balance of the Sales Price upon delivery.

Unless stated otherwise on the Quote, you will pay to **LTL IT Solutions** all charges for transportation and transit insurance to the delivery location. In any event, you are responsible for payment of all rigging and drayage charges, structural alterations, rental of heavy equipment and other expenses necessary to place the Equipment at the desired installation site.

You also agree to pay any applicable taxes, fees or other charges (together with related interest and penalties not arising solely from **LTL IT Solutions'** negligence) imposed or assessed with respect to the Sales Price or other charges paid hereunder, or on the Equipment. This includes all sales taxes, but not taxes based upon LTL IT Solutions' net income.

LTL IT Solutions will invoice you for the Sales Price. However, receipt of an invoice is not a condition to timely payment. Payment will be made in U.S. Dollars to **LTL IT Solutions'** address set forth in the invoice or to such other place as LTL IT Solutions may designate in

writing. Any payment not made by the due date will accrue interest, from the due date and until it is paid, at the lower of 18% simple interest per annum or the maximum rate allowed by law.

4. DELIVERY AND INSTALLATION

LTL IT Solutions will arrange delivery of the Equipment and use reasonable efforts to meet the estimated shipment date specified on the Quote. If a date is not specified, delivery will be made on such date as is consistent with Equipment availability and LTL IT Solutions' normal business practices.

You agree to accept delivery of Equipment upon its arrival at the delivery location, and to furnish all labor required for unpacking and placing the Equipment in the desired location at the installation site. Unless stated otherwise on the Quote, you are responsible for all set-up and installation of the Equipment. If LTL IT Solutions is responsible for installation, you will allow LTL IT Solutions or its designee to perform such work commencing upon delivery of the Equipment or as otherwise agreed.

If the delivered Equipment includes features not specified on the Quote, other than standard features generally provided by the manufacturer at no extra cost, LTL IT Solutions will have the right to remove or deactivate such features at its expense at a mutually convenient time.

5. LICENSED SOFTWARE

Any software listed on the Quote will be subject to your separate license agreement with the owner or distributor ("licensor") except as the agreement may conflict with the terms of this Agreement. You will comply with all nonconflicting terms and look solely to the licensor for satisfaction of all claims and warranties relating to the software.

6. TITLE AND RISK OF LOSS

You will receive title to the Equipment (excluding any software), free and clear of all encumbrances, upon full payment of the Sales Price. **LTL IT Solutions** will be responsible for all risk of loss and damage to the Equipment (other than due to your negligence or willful misconduct) until delivery of the Equipment to the loading dock at the

designated delivery location. After that, you will be responsible for insuring the Equipment.

7. UPGRADE OF EQUIPMENT

If the Equipment consists of a feature, device or model upgrade for other equipment (an "Upgrade"), all parts removed as part of the Upgrade will become the property of LTL IT Solutions unless otherwise stated on the Quote. You will be responsible for assuring the delivery of such removed parts to **LTL IT Solutions**, in good working order and with good and clear title, upon installation of the Upgrade, but in no event later than ten days after your receipt of the Equipment.

8. WARRANTIES

Extended Warranty

LTL IT Solutions (the "Company") hereby agrees to provide Warranty Purchaser with an extended warranty on the equipment identified as covered equipment on the invoice (the "Equipment")..."

(the "Equipment"), hereinafter called the Extended Warranty. The terms of the Extended Warranty are as follows:

- This is a limited warranty for a period of 90,180 or 360 days, as stated on the invoice;
- This Extended Warranty is not transferable, except upon the written approval of the Company, in its sole discretion;
- If the Equipment becomes defective or damaged during the period of this Extended Warranty, the Company will repair or replace it at Company's sole discretion.
- There are no other warranties, express or implied, which have been made by the Company in connection with the Equipment.
- This Extended Warranty does not cover and shall be void for (a) defects or damages resulting from fire or theft, (b) defects, damages, or loss resulting from intentional misuse, abuse, neglect, or alterations by, or directed by, the owner of the device, and (c) defects or damages resulting from service or repair by anyone other than the Company or acts of God or other force majeure events.

Warranty Disclaimer and Limitations

This extended warranty for the equipment is in lieu of all contracts, understandings or warranties, express or implied or statutory, including, but not limited to any implied warranties of merchantability or fitness for a particular purpose on the part of the company, its agents or service providers. All implied or statutory warranties, to the extent that they cannot be excluded, are limited to the effective period of the express warranty set forth herein. If the equipment is damaged and/or is defective in materials or workmanship, as set forth herein, the warranty purchaser's sole and exclusive remedy shall be the repair or replacement as provided above. However, if the remedy fails of its essential purpose, the company reserves the right to refund the purchase price of the equipment to the warranty purchaser in exchange for the return of the equipment. The company, its agents and service providers shall not be liable for any indirect damages, including but not limited to incidental or consequential damages, loss of use or data, loss of profits or interruption of business, whether such alleged damages are based in warranty, tort (including without limitation, negligence and strict liability), contract, or indemnity. Except to the extent prohibited by law, this is the exclusive written limited warranty of the original warranty purchaser. The company's liability for any and all claims arising from the equipment or this warranty shall be limited to the price paid for this warranty.

9. DEFAULT

If you breach any of your obligations under this Agreement LTL IT Solutions may, at its option and without notice declare you in default and (a) terminate the Agreement; (b) take possession of the Equipment without court order, posting of bond or other process and without liability for damages; (c) retain any deposit as liquidated damages; and (d) exercise any other remedies available to it at law or in equity, including without limitation those remedies available under the Uniform Commercial Code.

You agree to pay LTL IT Solutions upon demand all costs and expenses (including reasonable attorneys' fees) incurred by LTL IT Solutions in enforcing its rights under this Agreement.

10. LIMITATION OF LIABILITY

You agree that LTL IT Solutions will not be liable, to any extent whatever, for the selection, merchantability, suitability, fitness, operation or performance of the Equipment or the results obtained. Under no circumstances will LTL IT Solutions be liable for any third party claims against you for losses or damages or for any special, incidental or consequential damages (including lost profits or savings), even if LTL IT Solutions is informed of their possibility. In any event LTL IT Solutions' liability will not exceed the Sales Price for the Equipment.

11. FORCE MAJEURE

Except for any payment obligation, neither you nor LTL IT Solutions will be responsible for any delay or failure in performance caused by fire, explosion, war, strike, embargo, governmental requirement, civil or military authority, Act of God, act or omission of carriers or suppliers or other similar causes beyond your or LTL IT Solutions' respective control.

12. ASSIGNMENT

YOU AGREE NOT TO ASSIGN, TRANSFER OR DISPOSE OF ALL OR ANY PART OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT LTL IT SOLUTIONS' PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WITHOUT SUCH CONSENT IS VOID. Subject to the foregoing, this Agreement will inure to the benefit of and is binding upon your and LTL IT Solutions' respective successors and assigns.

13. GENERAL

This Agreement is the complete agreement regarding the Equipment and replaces any prior oral or written communications between you and LTL IT Solutions.

Once accepted by you, any reproduction of this Agreement made by a reliable means (such as a photocopy or facsimile) will be considered an

original binding agreement and all Equipment listed on the Quote will be subject to this Agreement.

Additional or different terms in any purchase order or other written communication from you are void unless LTL IT Solutions specifically accepts such terms in writing. Failure to object to such terms or the referencing of a purchase order number in connection with a delivery or an invoice will not be deemed an agreement to such terms.

Any notice, request, consent or approval required or given under this Agreement to be effective must be in writing and will be deemed effective upon receipt, or if delivery is refused then on the date sent, if mailed postage prepaid by certified mail, return receipt requested, to LTL IT Solutions (attention: "Chief Financial Officer") at its address appearing at the top of the Quote. Either you or LTL IT Solutions may change its notice address by notice given in accordance with this provision.

All information provided to LTL IT Solutions is non-confidential. If you require the exchange of confidential information, it will be made under a signed LTL IT Solutions confidentiality agreement.

Authorized returns will be subject to a thirty five percent restocking fee.

YOU REPRESENT THAT THE ACCEPTANCE, DELIVERY AND PERFORMANCE OF THIS AGREEMENT (i) HAVE BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE OR OTHER ACTION ON YOUR PART, (ii) DO NOT REQUIRE THE CONSENT OF ANY THIRD PARTY EXCEPT SUCH AS HAS BEEN DULY OBTAINED, AND (iii) DO NOT AND WILL NOT CONTRAVENE ANY LAW, RULE, REGULATION OR ORDER NOW BINDING UPON YOU OR YOUR CHARTER, BY-LAWS OR OTHER ORGANIZATIONAL DOCUMENTS. YOU FURTHER REPRESENT THAT THIS AGREEMENT WILL CONSTITUTE YOUR LEGAL, VALID AND BINDING AGREEMENT ENFORCEABLE IN ACCORDANCE WITH ITS TERMS. YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

THIS AGREEMENT WILL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF GEORGIA AND WILL BE GOVERNED IN ALL RESPECTS BY

THE LAWS OF GEORGIA WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAW OR CHOICE OF LAW. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE COMMENCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF GEORGIA.