

## **Terms and Conditions of Sale for Technobox, Inc. (The Company)**

### **Standard Terms of Sale**

All sales are subject to the following terms and conditions:

### **Customer Acknowledgment**

Customer acknowledges agreement with these Terms of Sale by the placement of an order to purchase a Product from Technobox, Inc.

The Customer agrees that any dispute with the company arising out of the Customer's purchase from Technobox, Inc. shall be brought by the Customer exclusively in the state or federal courts situated in the State of New Jersey; and the Customer hereby agrees that such venue is appropriate and that the company's agreement to sell and deliver products to the Customer is dependent on this provision.

### **Price and Other Terms of Purchase**

- (a) Prices and promotions (as applicable) are subject to change without notice. Prices for certain governmental, corporate and institutional customers may be set forth in a bid or other written agreement between the parties.
- (b) Payment is due before shipment, via credit card, wire transfer, or check, unless credit terms have been arranged in advance with the company. In such case, payment terms are Net 30, unless otherwise arranged by mutual agreement, and shall be stated in the Customer's purchase order. For purchases made under Net 30 terms, Technobox, Inc. may assess penalties for late payment beyond terms. The penalty will be at the rate of 18% per annum
- (c) Technobox, Inc. collects sales and use taxes for sales made to Customers in the State of New Jersey. The company shall not be liable for handling and/or customs charges for shipments outside the United States.
- (d) All orders, including those received via online service, are examined for completeness and availability of product prior to confirmation; an order is not considered accepted until verified; a formal verification will be transmitted (typically via fax or e-mail) upon acceptance
- (e) Orders are non-cancellable/ non-returnable (NC/NR) and cannot be rescheduled.
- (f) Products are warranted for ONE YEAR from date of shipment (invoice date).
- (g) Purchases are considered final.
- (h) Returns for repair, etc. require issuance of a Return Materials Authorization (RMA).
- (i) FOB is Lumberton, NJ; a charge will be added for carriage insurance.

### **Shipping Terms**

Shipping terms are: FOB. Lumberton, NJ. Technobox, Inc. will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. Risk of loss is upon Customer once the company delivers the Product(s) to the carrier. Delivery times are estimates only; the company shall not be liable for delays.

### **Vendor License Agreements**

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

### **International**

Products sold by Technobox, Inc., including equipment and software, may be exported from the United States only in accordance with the Export Administration Regulations. Diversion contrary to United States law is prohibited. Customer warrants and represents that it is eligible to receive Products under United States law and agrees to abide by any export or re-export restrictions imposed by the manufacturer or publisher.

### **Non-U.S. Net Users**

Sales of our products must follow U.S. Commerce Department Regulations and State Department restrictions. Certain hardware products may not be exported to certain countries, or may be exported only

with individual licenses. Software that contains DES data and/or encryption technology may not be exported outside the U.S.

### **U.S. Government Restrictions**

Sales of software to the U.S. Government may be subject to license restrictions in accordance with DFARS 252.227-7013(1) and FAR 52.227-19.

### **Exclusive Agreement**

These Terms of Sale represent the complete and final agreement between the Customer and Technobox, Inc. for the matters set forth herein, and shall be supplemented only by the prices, quantity, and descriptions set forth in Technobox, Inc.'s invoice for the relevant sale. Terms contained in Customers' purchase orders, offers to buy, terms and conditions, and the like shall have no effect.

### **General**

- (a) These Terms of Sale and any transactions made under them shall be interpreted by and be subject to the laws of the State of New Jersey.
- (b) In the event any section or portion of a section of these Terms of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms of Sale, and the remaining terms shall continue in full force and effect.
- (c) Technobox, Inc. shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.
- (d) These Terms of Sale may be modified from time to time by Technobox, Inc. without notice, and are current as of the date of the then current catalog or Web site. Please refer to the current catalog or Web site.

### **Errors and Omissions**

Technobox, Inc. makes every effort to ensure the accuracy of published information. However, the text and graphics published in our documents and/or web site may contain technical inaccuracies or typographical errors. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed or quoted at an incorrect price, the company shall maintain the right to refuse or cancel any orders placed at the incorrect price. A copy of our published price list is available upon request.

### **Limited Manufacturer's Warranty**

Technobox, Inc. warrants its products for ONE (1) YEAR from the invoice date. All other warranties, express or implied, including any warranties of merchantability and fitness for a particular purpose are disclaimed. Technobox, Inc. shall under no circumstances be liable for special, incidental, or consequential damages including loss of profit, even if it has been advised of the possibility of such damages; the maximum liability for all direct damages, if any, arising out of any action shall be limited to an amount not to exceed the purchase price of the product.

- (a) Technobox, Inc. warrants that it has good title to the hardware Products it sells, and that it has proper authority to license the software Products it distributes
- (b) TECHNOBOX, INC. WARRANTS ITS PRODUCTS FOR MANUFACTURING DEFECTS AND IS NOT RESPONSIBLE FOR THE PERFORMANCE OR INTEGRITY OF ANY PRODUCT WHEN INCORPORATED WITHIN ANY CHASSIS, SUBSYSTEM, OR SYSTEM BY THE END-USER.
- (c) THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCT OR PART FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR ALTERED OR THAT HAS BEEN DAMAGED OR RENDERED DEFECTIVE DUE TO: TAMPERING, MISUSE, PRODUCT AND/OR PERFORMANCE ALTERATIONS, SHIPPING/HANDLING DAMAGE, NEGLIGENCE, ABUSE, AND/OR USER ERROR
- (d) Furthermore, this Warranty does not cover product failure due to disaster and/or accident

- (e) For Products not manufactured by Technobox, the company merely passes through to the Customer whatever end-user warranty the manufacturers or software publishers provide with their respective Products.
- (f) TECHNOBOX, INC. DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED BY LAW, INCLUDING MERCHANTABILITY AND USE FOR A PARTICULAR PURPOSE.
- (g) THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

#### **LIMITATION OF LIABILITY**

IN NO EVENT SHALL TECHNOBOX, INC. BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR OPPORTUNITY. FOR ANY PRODUCT NOT MANUFACTURED BY TECHNOBOX, INC., THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IS STATED IN THE MANUFACTURER'S OR PUBLISHER'S END USER WARRANTY ACCOMPANYING THE PRODUCT. IN NO EVENT SHALL TECHNOBOX, INC.'S LIABILITY EXCEED THE REPAIR, REPLACEMENT OR COST OF THE SPECIFIC PRODUCT PURCHASED FROM TECHNOBOX, INC. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS MAY NOT APPLY. CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

#### **Returns for Test, Evaluation or Repair**

All returns require prior authorization. If a product proves to be defective during the covered period, call Customer Service at 1-609-267-8988 to report your trouble and receive instructions, including a Return Merchandise Authorization (RMA) number as directed below. We will replace or repair, **at our sole discretion**, any product that is deemed defective.

Products purchased under specific government or education contracts and or regulations may be subject to different return policies.

All non-defective returns (excluding EVALUATIONS) that are authorized by The Company are subject to a 20% restocking fee.

See ***Return Merchandise Authorization (RMA)*** below.

Based upon our analysis of the returned product(s), we will **replace or repair, at our sole discretion**, any product that is deemed defective.

#### **Products Damaged in Transit**

Customer should accept from the delivering carrier or agent any product(s) deemed to be damaged during transit. Customer must notify The Company within 10 days of its delivery. In order to facilitate timely resolution with the carrier, the customer should document the damage with the driver at the point of delivery in order for The Company to file a damage claim as well as arrange for pick up and return of the damaged product(s).

#### **Return of Product for Exchange and/or Credit**

Sales are considered final. However, we do recognize that purchasing errors can be made. Returns of non-defective products for exchange or credit, as authorized by Technobox, Inc., are subject to a 20% restocking fee. (The sole exception is an authorized return at the conclusion of a product evaluation.)

All Non-Defective returns authorized by Technobox, Inc. must be completed within 30 days of invoice.

For returns following the conclusion of a product evaluation, an RMA must be requested prior to returning the product(s).

**Return Merchandise Authorization (RMA)**

Prior to shipping your return, please call 1-609-267-8988 to obtain a Return Merchandise Authorization (RMA) number. You may also submit your request electronically via e-mail to [support@technobox.com](mailto:support@technobox.com)

In order to expedite the process, please provide the following information:

Company  
Contact name  
Invoice number  
PO number  
Product name and/or description  
Serial number

Include a brief description of the fault (e.g., any specific conditions, setup, etc.) that may contribute to or induce the trouble.

Items must be returned within 10 days after receiving your RMA and must be packed in the original packaging (or equivalent packaging with anti-static properties) along with manuals, software, and any other manufacturer documents, and a descriptive summary of the fault. Please be sure to include your RMA number on the shipping label. Direct shipment to:

Technobox, Inc.  
Returns  
Attn: RMA # (Enter Your RMA# Here)  
140 Mount Holly By-pass – Unit 1  
Lumberton, NJ 08048

Note: Incomplete returns, unmarked returns missing an RMA#, or unauthorized returns may be refused or subject to additional fees.

Customer is responsible for shipping charges on RMA returns. Customer also assumes the risk of loss and damage on all return shipments. Technobox, Inc. recommends the use of a reputable freight carrier that can provide proof of delivery (POD) information upon request. The Company also recommends proper packaging and insurance on return shipment.

Technobox, Inc. may bill the customer and the customer will reimburse Technobox, Inc. for all charges incurred by Technobox, Inc. for freight-collect shipments or customer carrier-account shipments that the Customer either refuses shipment on, or refuses to pay.

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