

# Hope Industrial Systems, Inc. Terms and Conditions of Sale

## 1. APPLICATION OF TERMS AND CONDITIONS OF SALE

The following terms and conditions shall govern the sale by the entity ("Hope Industrial Systems, Inc." or "Hope Industrial" or "HIS" or "Seller") named on the invoice that will be provided to Customer for orders for computer peripherals and/or related products sold by Hope Industrial, unless Customer has signed a separate formal purchase agreement with Hope Industrial.

By accepting delivery of the products described on the invoice, Customer agrees to be bound by and accepts these terms and conditions.

Hope Industrial reserves the right to change these terms and conditions without prior written notice at any time, at Hope Industrial's sole discretion.

## 2. OTHER DOCUMENTS DO NOT APPLY

These terms and conditions may not be supplemented, altered or modified by the use of any other document(s). Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by Hope Industrial.

## 3. PAYMENT TERMS; ORDERS; QUOTES

Terms of payment shall be determined at Hope Industrial's discretion and unless otherwise agreed to by Hope Industrial, payment must be received by Hope Industrial prior to Hope Industrial's acceptance of Customer's order. Payment shall be made by credit card, check or some other pre-arranged method of payment acceptable to Hope Industrial.

All orders are not binding on Hope Industrial unless accepted by Hope Industrial.

Any quotation provided by Hope Industrial will be valid for the duration stated in the quotation. If no duration is stated, such quotation will be valid for 48 hours.

Where payment is made by credit card, such payment is subject to the approval of the financial institution issuing the credit card and Hope Industrial shall not be liable in any way if such financial institution refuses to accept or honor the credit card for any reason.

If credit terms have been agreed by Hope Industrial, Customer shall pay invoices within thirty (30) days from the date of the invoices or such longer period which may be agreed in writing between Customer and Hope Industrial. Customer agrees to pay interest on all past due sums at the highest rate allowed by law.

If credit terms include a 2% 10 day early payment discount, customer may deduct 2% of the cost of goods (excluding any freight charges) only if payment is sent within ten (10) days of the date of the invoice. Customer agrees to pay the full invoice amount if payment is sent after ten (10) days from the invoice date.

## 4. PRICES, SHIPPING AND HANDLING CHARGES, TAXES AND CUSTOMS

Hope Industrial will only ship to U.S. locations, including Puerto Rico. All prices do not include charges for shipping and handling, taxes, customs or duties. Separate charges for shipping and handling will be shown on the invoice. Customer is responsible for all sales and other taxes (including excise tax for Puerto Rico) associated with the order. Unless Customer provides Hope Industrial with a valid and correct tax exemption certificate applicable to the product ship-to location prior to Hope Industrial's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for Hope Industrial's franchise taxes and taxes on Hope Industrial's net income. If applicable, a separate charge for taxes will be shown on Hope Industrial's invoice.

## 5. TITLE AND RISK OF LOSS OR DAMAGE; DELIVERY

Title and risk of loss shall pass to Customer upon shipment from Hope Industrial's facility, unless otherwise agreed in a formal agreement between Customer and Hope Industrial.

Hope Industrial may deliver the products ordered in installments. Any delivery or shipment date given by Hope Industrial is only an estimate and Hope Industrial is not liable for any loss, damage, cost or expense for any failure to deliver in accordance with the given delivery or shipment date.

## 6. LIMITED WARRANTY

A limited warranty statement will be included with each product shipped to Customer. Hope Industrial reserves the right to modify its warranty statement at any time, in its sole discretion. Hope Industrial will be obligated to honor any such warranty only upon Hope Industrial's receipt of payment in full for the product to be warranted.

EXCEPT AS PROVIDED IN THE LIMITED WARRANTY STATEMENT, HOPE INDUSTRIAL MAKES NO OTHER WARRANTIES AND THE WARRANTY STATEMENT IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOPE INDUSTRIAL'S LIABILITY FOR WARRANTY CLAIMS IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THE APPLICABLE WARRANTY STATEMENT.

## 7. SOFTWARE LICENSE AND WARRANTY

Title to any software installed with the Products shall remain with the applicable licensor(s). All software is subject to the applicable license agreement which is included with the product(s). Customer shall be bound by the license agreement once the software is opened, the package is opened or its seal is broken. Warranty for any software shall be in accordance with the license agreement. Hope Industrial does not warrant any software under this Agreement.

## 8. HOPE INDUSTRIAL PRODUCTS AVAILABILITY

Product availability may be limited. Products may not be available for immediate delivery. Hope Industrial reserves the right, without liability or prior notice, to revise or cease to make available any or all products. If there is any revision or cessation, Hope Industrial may ship products which have the functionality and specifications of the products ordered but there will be differences in the specifications between what was shipped and what was ordered.

## 9. EXCLUSION AND LIMITATION OF LIABILITY

FOR ANY BREACH OF THESE TERMS AND CONDITIONS, HOPE INDUSTRIAL'S SOLE AND EXCLUSIVE MAXIMUM LIABILITY SHALL NOT IN ANY EVENT EXCEED THE TOTAL PRICE OF THE PRODUCTS ORDERED BY CUSTOMER.

IN NO EVENT SHALL HOPE INDUSTRIAL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE LOSS OR

DAMAGE FOR ANY BREACH OF THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF USE EVEN IF HOPE INDUSTRIAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR ANY CLAIM BY ANY THIRD PARTY.

HOPE INDUSTRIAL SHALL NOT BE LIABLE IF IT IS UNABLE TO PERFORM ANY OF ITS OBLIGATIONS CONTAINED IN THESE TERMS AND CONDITIONS DUE TO, DIRECTLY OR INDIRECTLY, TO THE FAILURE OF ANY MACHINE, SYSTEM OF AUTHORIZATION, DATA PROCESSING OR COMMUNICATION SYSTEM OR TRANSMISSION LINK OR ANY INDUSTRIAL DISPUTE, WAR, FLOOD, EXPLOSION, ACT OF GOD OR ANY OTHER EVENT BEYOND THE CONTROL OF HOPE INDUSTRIAL.

## 10. GOVERNING LAW AND JURISDICTION

The sale of products shall be governed by the laws of the State of Georgia excluding the conflict or choice of law provisions. Venue and jurisdiction for all disputes will lie in Fulton County, Georgia.

## 11. EXPORT CONTROL

Products purchased or received under these terms and conditions shall be subject to export laws and regulations of the United States of America. Excise tax is applicable for all Puerto Rico shipments and will be collected by courier upon delivery of product. The payment of such tax is the sole responsibility of the customer, but failure or delay in the payment of such tax will affect delivery times.

## 12. NOT FOR RESALE; RESELLERS

If Customer is not an authorized Hope Industrial reseller, Customer agrees and represents that it is buying for its own internal use and not for resale. For a Customer who is an authorized Hope Industrial reseller, these terms and conditions shall apply to the sales of the products insofar as they are consistent with the terms and conditions of the separate reseller agreement signed with Hope Industrial. In the event there is any inconsistency between the terms and conditions of the separate reseller agreement and these terms and conditions, the former shall prevail and apply.

## 13. HEADINGS

The headings of each of these terms and conditions are for convenience of reference only and shall not become part of these terms and conditions. Such headings shall be ignored in the interpretation or construction of any of these terms and conditions.

## 14. RETURN POLICIES

All exchanges and returns require a Return Material Authorization (RMA) number. Please call a Customer Service Representative at 1-678-762-9790 (Monday through Friday, 8:30 a.m. to 5:00 p.m. EST) for your RMA number and specific return instructions. It must be requested within 30 days of receipt of your shipment. You must prepay shipping and insurance charges and assume risk of loss for shipping damages. Items returned without prior approval and an RMA number may be refused. You must include all items that shipped with the product, such as power cables, video and serial cables, manuals and software discs. Products returned must be in as-new or as-shipped condition. After the receipt and inspection of the returned merchandise, credit will be issued.

## 15. EXCHANGES

From time to time, Hope Industrial may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with Hope Industrial's exchange policies in effect on the date of the exchange.

## 16. PRODUCTS

Hope Industrial's policy is one of on-going product update and revision. Hope Industrial may revise and discontinue products at any time. Hope Industrial will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building Hope Industrial products are selected from new and equivalent-to-new parts and assemblies in accordance with industry practices. Spare parts may be new or reconditioned.

## 17. THIRD PARTY PRODUCTS

Third party products carry different return and warranty policies than Hope Industrial products. Third party products may be returned to Hope Industrial in accordance with the third party program's return policy in effect on the date of invoice. Any warranty and technical support provided on a third party product is provided by the original manufacturer, not by Hope Industrial. The warranties and technical support may vary from product to product.

## 18. SERVICE AND SUPPORT

Hope Industrial endeavors to provide the best customer and technical telephone support in the industrial monitor and terminal industry. For end-user Customers, Hope Industrial promises that its support people will attempt to handle over the telephone any problem involving Hope Industrial products. However, Hope Industrial's support people may not be able to understand or resolve any given problem. Service offerings may vary from product to product.

Hope Industrial has no obligation to provide service or support until Hope Industrial has received full payment for the product or service/support contract for which service or support is requested.

## 19. NO ASSIGNMENT

Customer may not assign its rights or obligations under this Agreement without the express written consent of Hope Industrial.

## 20. INVALIDITY OF PROVISIONS

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.