

LEGACY COMPONENTS TERMS & CONDITIONS OF SALE

CONTROLLING PROVISIONS: No terms and conditions other than the terms and conditions contained herein shall be binding upon Seller unless accepted by it in writing signed by the Seller. All terms and conditions contained in any prior oral or written communication, including, without limitation, Buyer's purchase order, which is different from or in addition to the terms and conditions herein are hereby rejected and shall not be binding on Seller, whether or not they would materially alter this document. All prior proposals, negotiations and representations, if any, are merged herein. Buyer will be deemed to have assented to all terms and conditions contained herein if any part of the goods and/or services described herein are shipped or an invoice is presented in connection with the said goods and/or services.

REMEDIES OF SELLER: Upon default by Buyer, Buyer agrees to reimburse Seller all attorney fees and court costs incurred by Seller in connection therewith. Buyer agrees that any of the following shall constitute an event of default which shall enable Seller, at its option, to cancel any unexecuted portion of this order or to exercise any right or remedy which it may have by law: (a) the failure of Buyer to perform any term or condition contained herein; (b) any failure of Buyer to give required notice; (c) the insolvency of Buyer or its failure to pay debts as they mature, an assignment by Buyer for benefit of its creditors, the appointment of a receiver for Buyer or for the materials covered by this order or the filing of any petition to adjudicate Buyer bankrupt; (d) the death, incompetence, dissolution or termination of existence of Buyer (e) a failure by Buyer to provide adequate assurance of performance within ten (10) days after a justified demand by Seller or (f) If Seller, in good faith, believes that Buyer's prospect of performance under this Agreement is impaired. All rights and remedies of Seller herein are in addition to, and shall not exclude, any rights or remedies that Seller may have by law. In the event it becomes necessary to incur any expense for collection of any overdue account, reasonable collection charges, including reasonable attorneys' fees, will be added to the balance due and Buyer shall pay all such charges.

ORDERS: Orders shall be initiated by Buyer issuing a Purchase order or otherwise placing an order by electronic means acceptable to Seller. Orders shall identify the unit quantities, part numbers, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller. No orders may be cancelled or rescheduled without Seller's consent, which consent may be given by Seller in its sole discretion. Seller reserves the right to allocate sales of Products among its customers in its sole discretion. Notwithstanding any provision of these Terms and Conditions to the contrary, orders for special products of manufacturers which do not appear on Seller's line card and products otherwise identified by Seller as "NONR" or "Non-Cancelable and Non-Returnable" shall be non-cancelable and non-returnable and may require an authorized signature by the Buyer. An NONR does not bind the seller in any way to supply the product, and seller can cancel the NONR at its sole discretion if the product is no longer available and/or cannot be supplied.

PB-FREE & ROHS COMPLIANT: Any statement or information provided by the seller as to the products compliance with applicable law (including without limitation, that products are PB Free or ROHS compliant), is derived by seller from its suppliers or the manufacturer, and seller does not warrant its accuracy and will not be liable for any error with regard to such information. Buyer agrees to use this information at its own risk

PRICES: Prices shall be as specified by Seller and shall be applicable for the period specified in Seller's quote. If no period is specified, prices shall be applicable for thirty (30) days. All orders are subject to a \$4.95 and/or 3% handling fee. Payments by wire are subject to a wire fee. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agents and broker's fees, consular fees, testing fees, document fees and import duties. If Seller shall be liable for or shall pay for any of the foregoing, same shall be paid by Buyer to Seller in addition to the price of the Products.

TERMS OF PAYMENT: (a). Buyer shall pay for the goods in full, without offset or deduction, within the time frame and in the manner set forth on the front of this Contract. In the event of a default in payment: (1) Florida law applies (2) Jurisdiction and venue for litigation shall be Hillsborough County, Florida (3) the Defaulting party shall pay to the prevailing party a collection and/or attorney fee of 25% of account balance and (4) in the event collection action is necessary, Legacy Components, LLC reserves the right to (a) charge interest on all invoice balances that remain unpaid for 30 days from the original due date of the invoice at the rate of 1.5 % per month, or maximum allowable by the law, in addition to a monthly late charge of \$25.00 compounded monthly. (b). All checks are accepted subject to collection. Seller may offset against any payment hereunder any amount owed to Seller by Buyer, whether under this or any other contract between Buyer and Seller. Acceptance of any partial payment shall not constitute waiver of Seller's rights to payment in full of all amounts owing from Buyer to Seller. (c). Buyer hereby grants to Seller a security interest in the goods shipped pursuant to this Contract, including all accessions to and replacements of the goods and the proceeds thereof, to secure the due and punctual payment of the purchase price of the goods and all other amounts owing hereunder. Buyer shall execute and deliver to Seller any additional documents, instruments, financing statements, or amendments that Seller deems necessary or advisable to maintain, continue, and perfect the security interest created.

TAXES: The amount of any sales, excise or other taxes or duties, if any, applicable to the products shall be added to the purchase price and shall be paid by Buyer unless Buyer provides Seller with an exemption certificate acceptable to the taxing authorities. Any taxes which Seller may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the products, including taxes upon or measured by the receipts from the sale thereof, shall be for the account of the Buyer, who shall promptly pay the amount thereof to Seller upon demand.

SHIPMENTS: All products are shipped F.O.B., point of shipment. Risk of loss all transfer to the Buyer upon tender of goods to Buyer, Buyer's representative, or common carrier., The cost of any special packing or special handling caused by Buyer's requirements or requests shall added to the amount of the order. If Buyer causes or requests a shipment delay, or if Seller ships or delivers the products erroneously as a result of inaccurate, incomplete or misleading information supplied by Buyer or its agents or employees, storage and all other additional costs and risks shall be borne solely by Buyer. Claims for products damaged or lost in transit should be made by Buyer to the carrier, as Seller's responsibility ceases upon tender of goods to Buyer, Buyer's representative or common carrier.

DELIVERY: Seller will make a good faith effort to complete delivery of the products as indicated by Seller in writing, but Seller assumes no responsibility or liability and will accept no back charge for loss or damage due to delay or inability to deliver, whether or not such loss or damage was made known to Seller, including, but not limited to, liability for Seller's non-performance caused by acts of God, war, labor difficulties, accidents, inability to obtain materials, delays of carriers contractors or suppliers or any other causes of any kind whatever beyond the control of Seller. All shipments by Seller are F.O.B. seller's place of shipment and all transportation charges shall be paid by Buyer in addition to the price of the Products unless otherwise noted on sellers invoice and/or packing slip. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and title and risk of loss shall pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Under no circumstances shall Seller be liable for any special, consequential, incidental, indirect, or liquidated damages, losses, or expense (whether or not based on negligence) arising directly or indirectly from delays or failure to give notice of delay.

FORCES BEYOND LEGACY'S CONTROL: Legacy Components, LLC is not liable for failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control (for example: acts of nature, acts or omissions of the Customer, operational disruptions, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, criminal acts, delays in delivery or transportation, or inability to obtain labor or materials through its regular sources).

INSPECTION AND ACCEPTANCE OF PRODUCTS: Claims for damage, shortage or errors in shipping must be reported within fifteen (15) days following delivery to Buyer. Buyer shall have fifteen (15) days from the date Buyer receives any products to inspect such products and services for defects and nonconformance which are not due to damage, shortage or errors in shipping and notify Seller, in writing, of any defects, nonconformance or rejection of such products. After such fifteen (15) day period, Buyer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Buyer shall have no right to reject the products for any reason or to revoke acceptance. Buyer hereby agrees that such fifteen (15) day period is a reasonable amount of time for such inspection and revocation. Buyer shall have no right to order any change or modification to any product or service, previously ordered by Buyer or its representatives, or to cancel any order without Seller's written consent and payment to Seller of all charges, expenses, commissions and reasonable profits owed to or incurred by Seller. Specially fabricated or ordered items may not be canceled or returned, and no refund will be made. The sole and exclusive remedy for merchandise alleged to be defective will be the replacement or refund for the merchandise.

PRODUCT RETURNS: No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. Customer convenience returns (customer errors, over inventoried, cancellations) are subject to a minimum 25% restocking fee. Returned Products must be in original manufacturer's shipping cartons complete with all packing materials. All products for return shall be returned freight prepaid unless otherwise specified in the RMA. If returned products are claimed to be defective, a complete description of the nature of the defect must be included with the returned products. If buyer cannot provide a conclusive test report, then seller may require an independent test lab to examine the parts at buyers' expense before issuing a RMA. If an onsite test or inspection determines Buyers claim to be frivolous or unauthorized, Seller has the right to return to Buyer, freight collect.

SELLER'S LIMITED WARRANTY: Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder generally conform to the descriptions, if any, on the contract. Buyer acknowledges that the Seller is acting solely as a third party distributor of the goods covered by the invoice/packing slip and that the licensor or the manufacturer of the goods shall be solely responsible to Seller and third parties for any liability, claims, damages, obligations, and costs and expenses related to the goods distributed by Seller. Buyer agrees to look solely to the manufacturer for the compliance with the manufacturer's warranty and for any maintenance, support, or repair of the goods. THE FOREGOING WARRANTIES ARE SELLERS EXCLUSIVE WARRANTIES AND THE GOODS SOLD UNDER THIS CONTRACT ARE SOLD "WITH ALL FAULTS" AND "AS IS" EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION, THE DESIGN NO CONDITION OF THE GOODS, IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT. With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable Buyer's specifications, Seller's liability is limited, at Seller's election, to (1) refund of Buyer's purchase price for such Products (without interest), (2) repair of such Products, or (3) replacement of such Products; provided, however, that such Products must be returned to Seller, along with acceptable evidence of purchase, within thirty (60) days from date of delivery.

LIMITATION OF LIABILITIES: All claims for damages, defects, or shortage, or for any cause whatsoever (whether the claim is based on contract, negligence, strict liability, other tort, or otherwise) shall be deemed waived unless made in writing and received by the seller within 15 days after Buyer receives the shipment of goods, or if the claim is for non-delivery of goods, within 30 days after the date the goods were to be delivered. Failure of seller to receive written notice of any such claim within the applicable time period shall be deemed an absolute and unconditional waiver by the Buyer of the claim regardless of whether the facts giving rise to the claim shall have been discovered whether processing, further manufacturer, other use, or resale of the goods shall have taken place. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVER-HEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS. In no event is Seller liable to Buyer or any third party for any liability, claims, obligations, costs, expenses, or damages including without limitation, any direct or indirect, incidental, consequential, or special damages including but not limited to loss of profit, business losses, personal property damage, personal injury or death arising out of or relating to the sale of goods by Seller to Buyer or related services provided by Seller. Buyer assumes full liability for all personal injury and property damage in connection with the handling, transportation, possession, processing, storing, repackaging, or other use or resale of goods, whether goods are used, or in combination with any other material.

USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS: Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

EXPORT: Buyer acknowledges that if the products purchased are to be exported, they are subject to the U.S. Commerce and/or State Department Export Regulations. Buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission unless otherwise agreed by Seller.

SEVERABILITY: These terms and conditions of sale shall not be construed against the party preparing them, but shall be construed as if all parties jointly prepared these terms and conditions of sale and any uncertainty or ambiguity shall not be interpreted against any one party. If any provision hereof is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable and the terms and conditions herein shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been made a part hereof. The remaining provisions herein shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provisions or by their severance here from.

STATEMENTS AND ADVICE: If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

INTELLECTUAL PROPERTY: If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

GENERAL: As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.

NON-WAIVER: Seller's failure to insist upon the strict performance of any term or condition herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder, nor of its right to insist upon the strict performance of the same or any other term herein in the future. No waiver of any term or condition hereunder shall be valid unless in writing and signed by Seller.

INSURANCE: Buyer shall maintain its usual and customary insurance coverage, including for third party liability claims during performance of this order and, if requested by Seller, shall name Seller as an insured under its third party liability coverage.

COMPLIANCE WITH THE LAW: Buyer shall comply with all applicable Federal, State and local laws pertaining to Buyer's transactions with Seller.

DISPUTES: All Disputes shall be settled in accordance with the laws of the State of Florida. The parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties further will attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.

GOVERNING LAW AND VENUE: This transaction shall be governed in all respects by the laws of the State of Florida, County of Hillsborough. All actions, regardless of form, arising out of or related to this transaction or the products sold hereunder must be brought against Seller within the applicable statutory period, but in no event more than ONE (1) YEAR after the date of invoice and such litigation must be brought in either the State or Federal Courts in the state of Florida.

ATTORNEYS' FEES AND COSTS: If any legal action or any arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding from the unsuccessful or non-prevailing, in addition to any other relief to which it or they may be entitled.

ENTIRE AGREEMENT: This document constitutes the entire, complete, and exclusive agreement between the parties with respect to the subject matter hereof and contains all the agreements and conditions of sale, no course of dealing or usage of the trade shall be applicable unless expressly incorporated herein. The terms and conditions contained herein, may not be added to, modified, superseded or otherwise altered except by a written modification signed by the Seller. All transactions shall be governed solely by the terms and conditions contained herein.