

The following terms and conditions apply to all orders, including telephone, FAX, telex, and mail orders. All orders are subject to acceptance by IPD.

Intelligent Peripheral Distribution (IPD) sells its products and licences computer programs and associated documentation under the following terms and conditions:

## 1.0 Prices

Prices listed are exclusive of all sales, use, value added and other taxes, and are subject to change without notice. Exact prices are determined by prices in effect the day the order is accepted by IPD.

## 2.0 Delivery

- a) Delivery is F.O.B IPD's plant and customers will be billed for freight charges. Unless a customer specifies otherwise, IPD will select the carrier, but does not assume any liability in connecting with shipment nor shall the carrier be construed to be IPD's agent. Upon request, IPD will arrange for insurance and bill the customer for the charges.
- b) Delivery is subject to IPD's product availability at the time the customer order is received. IPD will make every reasonable effort to meet delivery dates quoted or acknowledged, but will not be liable for failure to meet such dates. IPD will not be liable for delays in performance or for non-performance due to unforeseen circumstances or causes beyond its reasonable control.

## 3.0 Payment and Security

- a) Fifty per cent (50%) of payment is due upon delivery and the remaining fifty per cent (50%) is due net thirty (30) days from the date of invoice. Unless otherwise instructed, partial shipments will generate partial invoices.
- b) IPD reserves the right to change these credit terms at any time when, in IPD's opinion, Customers financial condition or previous payment record so warrants.
- c) Customer grants and IPD reserves a purchase money security interest in each product or upgrade for the amount of the purchase price. Payment in full of the purchase price of any product purchased hereunder will release the security interest on that product or upgrade.

## 4.0 Warranties

IPD warrants to the original purchaser its hardware products against defects in material and workmanship for ninety (90) days from the date of shipment from IPD, unless otherwise stated in the purchase & sales agreement. If for any reason our products do not offer a solution for you, just ship them back within thirty (30) days in accordance with the CUSTOMER RETURN POLICY. If IPD receives notice of such defects during the warranty period, IPD will, at its option and as its sole obligation and as customer's exclusive remedy, repair or replace hardware products or replacement parts which prove to be defective.

IPD warrants that its software and firmware products designated by IPD for use within a hardware product, when properly installed, will not fail to execute their programming instructions due to defects in materials and workmanship for ninety (90) days from the date of shipment from IPD. If IPD receives notice of such defects during the warranty period, IPD will, at its option and as its sole obligation and as customer's exclusive remedy, repair or replace the defective software media or firmware. IPD does not warrant that the operation of software, firmware or hardware will be uninterrupted or error free.

The foregoing warranty will not apply to defects resulting from:(1) improper or inadequate maintenance by Customer; (2) Customer supplied software or interfacing; (3) Unauthorized modification or misuse; (4) Operation outside of the environmental specifications for the product; or, (5) Improper site preparation and maintenance.

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. IPD SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 5.0 Software License

All software, firmware, and any associated source code residing within IPD products is furnished for business use on a single storage peripheral under a non-exclusive, non-transferable license. Customers license to use firmware is subject to the following restrictions:

- a) Customer may not disassemble or decompile any part of the firmware unless IPD's prior written consent is either obtained or not required by law.
- b) Customer may not adapt, modify or copy firmware except as an essential step in the use of the firmware.
- c) Customer may transfer firmware only upon a transfer of its entire interest in the firmware and license in the firmware together with a transfer of the associated hardware product.

## 6.0 Export

Regardless of any disclosure made by a customer to IPD of the ultimate destination of product, customers will not export, either directly or indirectly, any part or system incorporating such product without first obtaining a license from the United States Department of Commerce or any other agency or department of the United States as required.

## 7.0 Limitation of Liability

In no event shall IPD be liable for loss of data or special, incidental or consequential damages in conjunction with or arising out of the performance or use of any products. Except for personnel injury, IPD's liability for damages of any nature shall not exceed the purchase price of the product(s) from which the liability arose.

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL IPD OR ITS SUBCONTRACTORS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS), HOWEVER BASED.

## 8.0 Restocking

A fifteen percent (15%) restocking charge will be levied on preapproved customer initiated product returns.

## 9.0 General Provisions

These terms and conditions are governed by the laws of the Commonwealth of Massachusetts and will become binding when an order is accepted by IPD. IPD is a General Partnership, having Incorporated Partners. The terms constitute the entire agreement between the parties with respect to the subject matter hereof. These terms and conditions shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any orders submitted by a customer. Deviations from these terms and conditions are not valid unless confirmed in writing by an authorized officer of IPD.

## CUSTOMER RETURN POLICY

We are not satisfied if you are not satisfied with our products. If you need to return IPD products within the warranty period from the date of shipment, just follow these simple instructions to ensure a prompt, no charge replacement. Refunds or credit are subject to IPD's restocking charge and are made at IPD's sole discretion.

1. Call (508) 392-1192 between 8am and 5pm ET and inform us in advance of your return.
2. You'll receive shipping information and a Return Authorization (RA) number. Sorry, those products returned without a Return Authorization number will be returned at the customer's expense.
3. All returns must be complete including accessories, cables, manuals, and software. Use original manufacturer's packaging. Package must be returned prepaid to IPD or Point of Origin.
4. Be certain you are able to provide proof of delivery of the product back to IPD or Point of Origin.
5. IPD will replace or repair the product to the latest revision level and will return to you at no charge for in warranty product.