



## STANDARD TERMS AND CONDITIONS

These terms and conditions shall govern the sale of all Goods by Aventas, Inc, notwithstanding any conflicting, contrary, or additional terms and conditions in any purchase order or other document or communications ("Purchase Order") from Buyer. These terms and conditions may only be waived or modified in a written agreement signed by any authorized representative of Aventas, Inc. Any additional or different terms in Buyer's Purchase Order are hereby deemed to be material alteration, and notice of objection to them rejection of them is hereby given. Neither Aventas Inc acknowledgement of the Purchase Order, nor Aventas Inc failure to object to conflicting, contrary or additional terms and conditions in the Purchase Order shall be deemed an acceptance of such terms and conditions, or a waiver of the provisions hereof. Acceptance of Buyer's Purchase Order is specifically conditioned upon Buyer's acceptance of these terms. If any of the following terms are not acceptable to Buyer, Buyer has three (3) working days from receipt of this acknowledgement to notify Aventas, Inc.

**USERS/PARTICIPANTS** - We do not discriminate on the basis of age, race, national origin, gender, sexual orientation or religion. No person under the age of 13 should use the Site without the consent of their parent or legal guardian. We strongly encourage all parents and guardians to monitor the Internet use by their children. Use of the Site by any user shall be deemed to be a representation that the user is 13 years of age or older.

**COOKIES** - "Cookies" are small encrypted data files (containing references to user ID information supplied by the user and stored on our secure server) that may write to your hard drive once you have accessed a website. Aventas Inc uses cookies to enhance your shopping experience with us. Cookies are used to keep track of your shopping cart and to save your password so you do not have to reenter it each time you visit the Site. To learn more about how we protect customer information, please review our Privacy Statement

**LINKS** - Aventas, Inc. is not responsible for the content of any unaffiliated websites that may be linked to or from the Site. These links are provided for your convenience only and you access them at your own risk. Any other website accessed from the Site is independent from Aventas, Inc., and Aventas, inc. has no control over the content of that other website. In addition, a link to any other website does not imply that Aventas endorses or accepts any responsibility for the content or use of such other website. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by Aventas, Inc. of that third party or of any product or service provided by a third party.

**ACCEPTANCE** - Inspection and acceptance of the Goods shall be the Buyer's responsibility. Buyer is deemed to have accepted the Goods upon shipment, unless Aventas, Inc. receives written notice of rejection within ten (10) days after delivery of the Goods.

**DELIVERY** - Buyer acknowledges that delivery dates provided by Aventas, Inc. are estimates only, and that Aventas, Inc. is not liable for failure to delivery on such dates. Aventas, Inc. shall make reasonable to meet Buyer's delivery requirements. In the event Aventas, Inc. is more than 30 days late against the acknowledged ship date, except where such delay is due to failure to timely receive export license approval or a result of force majeure event, Buyer's sole remedy is to cancel the Purchase Order.

**EXPORT CONTROL** - The hardware, software, and technology provided hereunder are subject to United States ("U.S.") export control laws and regulations, including the U.S. Export Administration Act and its associated regulation, and may be subject to export or import regulations in other countries. Diversion contrary to licensed destination is strictly prohibited. Buyer agrees to comply strictly with all such laws, regulations and orders, and agrees that it shall not directly or indirectly export any Goods related technical data to any party or to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain a license to export, re-export or import as may be required. Aventas, Inc. may suspend performance if Buyer is in violation of applicable regulations.

**FORCE MAJEURE** - Neither party shall be liable to the other for any delay or failure in performance due to caused beyond its reasonable control, including but not limited to, fires, strikes, threatened strikes, stoppage of work, delays by suppliers or subcontractors, embargoes, government regulations, acts of God or public enemies, war, acts of terrorism or acts of civil or military authority ("Force Majeure Event"). If such an event occurs, the affected party shall give immediate written notice to the other party. In the event Aventas, Inc. is the affected party, Aventas Inc time of performance of any such obligations shall be extended for the time period of such delay or Aventas may elect to suspend performance hereunder for the duration of the Force Majeure Event.

**PRODUCT AND SERVICES INFORMATION** - We attempt to display all products shown on the Site in an accurate manner, however, because of the technical differences in the equipment of our customers, we cannot be responsible for photographic differences in size, shape and color of the products.

We reserve the right to limit the quantity of any item sold, or prohibit a sale altogether, including but not limited to prohibiting sales to resellers.

**CONDUCT OF USERS** - You agree that you will not: (i) transmit via or through the Site any information, data, text, files, links, software, chat, communication or other materials that is or which Aventas, Inc. considers to be unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially or ethnically hateful or otherwise objectionable; (ii) attempt to transmit any "virus", "Trojan horse" or other software destruction or disruption device; (iii) intentionally or unintentionally violate any applicable local, state, national or international law, including but not limited to, any regulations having the force of law while using or accessing the Site or in connection with your use of the Site, in any manner; and (iv) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity.

**INDEMNITY** - By using the Site, you agree to indemnify the Aventas, Inc. Parties for any and all claims, damages, losses, liabilities and causes of action (including expenses and attorneys' fees) incurred by them arising out of or relating to your breach or alleged breach of these T&C (including without limitation, claims made by third parties for infringement of intellectual property rights). You agree to cooperate as fully as reasonably required in the defense of any claim. Aventas Inc reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

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**INVOICES AND PAYMENTS** - Aventas, Inc. shall send an invoice for each shipment of Goods to Buyer at the address specified by Buyer in its order. Payment shall be made in U.S. Dollars. Payment term is subject to Aventas Inc credit approval. Where approved, Buyer shall pay for the Goods in full thirty (30) days from date of invoice, notwithstanding any order for services to be performed. Net thirty (30) for locations outside of U.S. or Canada, Buyer may prepay or, if the Order is over \$10,000 USD, pay by means of an irrevocable letter of credit, drawn or confirmed by a U.S. bank in favor of Aventas, Inc., with drafts payable at sight, unless otherwise agreed in advance by Aventas, Inc. All bank charges incurred by the opening bank, and charges to effect payment to Aventas, Inc. in U.S. dollars shall be Buyer's responsibility. Overdue payments shall bear interest of one and one-half percent (1.5%) per month or the maximum rate allowable by law.

**LICENSE; OWNERSHIP** - If a Purchase Order includes software or any product which may contain or consist of software, other intellectual property, such software or other intellectual property is licensed by Aventas, Inc. to Buyer subject to Buyer's acceptance of all the terms and conditions contained in the software user license agreement, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Not title to or ownership of such software or intellectual property in hardware acquired hereunder is transferred to Buyer. Aventas, Inc. owns and retains all such title and ownership of all intellectual property rights in the Goods, including all documentation and related materials.

**LIMITATION OF LIABILITY - THE REMEDIES PROVIDED HERIN ARE THE BUYER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL AVENTAS, INC. BE LIABLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST BUSINESS OPPORTUNITY, LOST DATA, EQUIPMENT DOWNTIME, OR DAMAGES RELATING TO BUYER'S PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING STRICT LIABILITY), BREACH OF WARRANTY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR THE PROVISION OF SERVICES HEREUNDER, EVENT IF EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM AVENTAS INC GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL AVENTAS INCS TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH ANY ORDER HEREUNDER OR AVENTAS INC PRODUCTS, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY, EXCEED THE TOTAL AMOUNT PAID BY BUYER HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.**

**TERMINATION** - Aventas, Inc. may, in its sole discretion, terminate or suspend your access to all or part of the Site, for any reason, including without limitation, breach of these T&C. In the event these T&C are terminated, the restrictions regarding Materials appearing on the Site, and the representations and warranties, indemnities, and limitations of liabilities set forth in these T&C will survive termination. In the event that you are unsatisfied with the services provided by Aventas, Inc., your sole remedy is to terminate your use of the Site.

**ORDERS** - All Purchase Orders are subject to acceptance by Aventas, Inc. Except as stated in "DELIVERY", Orders accepted by Aventas may not be canceled without Aventas Inc consent, which consent may be given by Aventas in its sole discretion.

For special orders and select web store orders, we require advance payment in full upon placement of order. Fulfillment and shipping lead times for these orders vary by product type and other factors.

**SHIPPING** - Aventas may ship the Goods from any location or its suppliers' factory location. Goods will be shipped "best way", unless specified otherwise in Buyer's Purchase Order. Unless agreed in advance by Aventas, shipment terms for U.S. and Canada are FOB Factory, freight, duty and taxes collect. For all other location shipment terms are FCA Seller's Factory, freight, duty and taxes collect. All freight and transportation charges shall be the responsibility of the Buyer. Goods are packed and marked by Aventas in containers suitable for prevention of damage under normal commercial air or ground transportation and in accordance with the requirements of the carrier.

**TAXES** - Price Of Goods is exclusive of all applicable sales, use, excise, value added, and similar taxes, customs fees, duties, surcharges and other charges levied by any governmental authority (collectively "Taxes"). Buyer is responsible for the payment of all such Taxes, except t for taxes based solely upon the income of Aventas, Inc.. Buyer shall pay all costs, including collection costs, penalties, and interest, associated with its non-payment of such Taxes. If Buyer claims an exemption from any or all of the Taxes, it shall first provide Aventas with a validly issued exemption or resale certificate acceptable to the appropriate taxing authority.

**TITLE AND RISK OF LOSS** - Title (except for software) and risk of loss shall pass to Buyer upon delivery to Aventas, Inc.

**WARRANTY** - The warranty period begins on date of shipment by Aventas, Inc.

Hardware and Firmware - for a period of one (1) year, Aventas, Inc. warrants that the Goods shall be free from defects in design, material, and workmanship; shall conform to and perform in accordance with Aventas Inc specifications; shall have good and valid title; and shall be free and clear of any and all liens and encumbrances. This warranty shall survive inspection, acceptance, and payment by Buyer.

Aventas does not warrant that the operation of the Goods shall be uninterrupted or error free. The forgoing warranty does not cover failures caused by acts of God, electrical or environmental conditions; abuse, negligence, accident, loss or damage in transit; improper site preparation.

This warranty shall be null and void in the event (1) Buyer or any third party attempts repair of the Goods without Aventas Inc advance written authorization; or (2) defects are the result of improper or inadequate maintenance by Buyer or third party; (3) of damage to said products by Buyer or third party-supplied software, interfacing or supplies; or (4) of improper use (including termination of non-certified third party equipment on Aventas Inc proprietary interfaces and operation outside of the product's specifications) by Buyer or third party; or (5) the products are shipped to any country other than that originally specified in the Buyer's Purchase Order.

Goods not meeting the above warranty during the warranty period shall be replaced, at Aventas Inc option, upon return to Aventas Inc factory freight prepaid; provided, however that Buyer has first obtained a return materials authorization number ("RMA Number") from Aventas authorizing such return. Buyer may obtain an RMA number on the exterior packaging of all returns. Aventas, Inc. shall pay shipping costs to return repaired or replacement Good to Buyer.

Software - For a period of ninety (90) days, Aventas warrants that the accompanying media shall be free from defects in materials and workmanship under normal use. The physical media warranty does not apply to defects arising from misuse, theft, vandalism, fire, water, acts of God or other similar perils. Aventas shall not be liable for any damages caused by the Buyer's failure to fulfill its responsibilities as stated above. Buyer's sole and exclusive remedy and Aventas Inc entire liability for a breach of the foregoing warranty will be at Aventas Inc option to replace the software media or refund the license fee paid for software. Any implied warranties on the software where required by laws are limited to the above stated ninety (90) days.

THE FORGOING WARRRANTY SHALL BE THE ONLY WARRANTLY WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NO LIMITED TO, ANY IMPLIED WARRANTIES OF TITLE,

**MERCHATABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON INFRINGEMENT  
HOWSOEVER ARISING.**

**GENERAL**

**Arbitration** - Disputes hereunder shall be settled by binding arbitration under the rules and auspices of the American Arbitration Association then in effect. Judgment upon award(s) rendered by the arbitrator may be entered in any court having jurisdiction.

**Assignment** - Orders, payments, warranties and other rights or obligations hereunder may not be assigned or delegated by either party without prior written consent of the other party. Any such assignment without prior written consent of the other party shall be void and of no force and effect whatsoever, except that Aventas reserves the right to assign any line item for services to its wholly owned subsidiaries, where Buyer's consent is not required. Without limiting the generality of the foregoing, these terms and conditions shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.

**Attorneys' Fees and Costs** - In the event of litigation arising out of any order hereunder, the prevailing party shall be entitled to reimbursement of reasonable attorneys' fees and costs in addition to any other relief awarded.

**Choice of Law; Venue** - Unless otherwise specifically agreed in a master purchase agreement with Buyer, orders hereunder shall be governed by and construed under the laws of the State of Texas, without regard to its conflicts of law provisions. The United Nations Conventions on Contracts for the International Sale of Goods are expressly excluded when interpreting orders hereunder. All disputes arising hereunder shall be adjudicated in the state and federal courts of Collin County, Texas.

**Delays** - In the event either party has knowledge of an event or circumstance that will prevent or threatens to prevent its timely performance hereunder, it shall immediately notify the other party in writing.

**Entire Agreement** - These terms and conditions constitute the entire agreement between the parties relating to the covenants, and communications between the parties, and may not be explained or governed by any prior course of dealings between Aventas and Buyer or by trade custom or usage.

**Notices** - Notice to any party required or permitted hereunder will be deemed to have been duly given on the day of service if served personally, on the day following the day on which notice is deposited with an overnight courier service having package tracking capability, or on the fifth (5th) day after mailing prepaid certified mail.

**Severability** - Any provision or portion hereof deemed to be invalid, illegal or unenforceable by a court of competent jurisdiction, shall not affect any other provision and the remainder of these terms and conditions shall continue in full force and effect.

**Survival Of Obligations** - Such terms and conditions that are intended by their meaning to survive termination hereof will survive such termination.

**Waiver** - The waiver by either party of a breach of any provision hereunder shall not operate or be construed as a waiver of any subsequent breach of that or any other provision.