



Terms & Conditions

This Agreement contains the terms and conditions that apply to your purchase from Modcomp, Inc. DBA CSPi Technology Solutions ("CSPi TS"). THESE TERMS AND CONDITIONS APPLY UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH MODCOMP, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN. These terms and conditions are subject to change without prior written notice at any time, in CSPi TS's sole discretion.

1. Other Documents. These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s), except as otherwise noted. Any attempt to alter, supplement or amend this document or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and CSPi TS.

2. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

3. Payment Terms; Orders; Quotes; Interest. Terms of payment are within CSPi TS's sole discretion, and unless otherwise agreed to by CSPi TS, payment must be received by CSPi TS prior to CSPi TS's acceptance of an order. Payment for the products and services and support will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by CSPi TS. Invoices are due and payable within 30 days, measured from the date of the invoice. Orders are not binding upon CSPi TS until accepted by CSPi TS. Any quotations given by CSPi TS will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the rate of

7. Return Policies. CSPi TS systems and parts that are purchased directly from Modcomp may only be returned by Customer in accordance with CSPi TS's return policy in effect on the date of the invoice.

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

9. Limitation of Liability. CSPi TS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. CSPi TS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS. CSPi TS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE

18% per annum or the highest rate allowed by law, whichever is lower. Should Customer fail to pay the invoiced amount in accordance with its terms, Customer agrees to reimburse CSPi TS for its costs of collection, including, without limitation, its attorney's fees.

4. Shipping Charges; Taxes. Separate charges for shipping and handling will be shown on CSPi TS's invoice(s). Unless Customer provides CSPi TS with a valid and correct tax exemption certificate applicable to the product ship-to location prior to CSPi TS's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for CSPi TS's franchise taxes and taxes on CSPi TS's net income. If applicable, a separate charge for taxes will be shown on CSPi TS's invoice.

5. Title; Risk of Loss. Title to products passes from CSPi TS to Customer on shipment from CSPi TS. Loss or damage that occurs during shipment is Customer's responsibility. Title to software will remain with the applicable licensor(s).

6. No Warranty by CSPi TS. Customer's sole and exclusive remedy for defective products shall be limited solely to the warranty provided by the manufacturer of the particular component or system, if any. No warranty, express or implied is given by CSPi TS AND CSPi TS
DISCLAIMS ALL OTHER WARRANTIES,
EXPRESS OR IMPLIED, INCLUDING
WITHOUT LIMITATION IMPLIED
WARRANTIES OF MERCHANTABILITY
AND FITNESS FOR A PARTICULAR
PURPOSE.

DOLLAR AMOUNT PAID BY CUSTOMER
FOR THE PURCHASE OF PRODUCTS
UNDER THIS AGREEMENT.

10. Applicable Law; Not For Resale.

Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale or for export from the territories of the United States.

11. Dispute Resolution The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against CSPi TS, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "CSPi TS") arising out of our relating to this Agreement, CSPi TS's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current rules of the American Arbitration Association.