

These terms and conditions apply to your purchase of computer systems and/or related APLEX USA products and/or services and support sold in both North and South America regions. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify APLEX USA and return your purchase pursuant to APLEX USA's Return Policy. THIS AGREEMENT SHALL APPLY TO ALL THE SALES RELATED TRANSACTIONS.

1. Ordering.

Prior to placing an order including for government or educational orders, Purchaser's account must be current, active and in good standing. Purchaser must provide APLEX USA with complete Product order information including the (i) Product description, (ii) unit quantity, (iii) Purchase Order number, (iv) Current unit price as provided by APLEX USA, and (v) Correct shipping and billing addresses. Special Order Products may require prepayment and may be subject to additional Non-recurring engineering ("NRE") fees. APLEX USA will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification.

All Product pricing, description and availability information ("information") provided by APLEX USA, in any form, is the property of APLEX USA. APLEX USA hereby grants Purchaser a limited, non-exclusive, non-transferable right to use the Information for Purchaser's internal use only for purpose of Purchaser's sales and purchases of Products sold by APLEX USA.

2. Price.

All prices are subject to change without notice. Prices for Special Order Products are not guaranteed. Additional Non-recurring engineering ("NRE") fees may apply in accordance with special design or modification.

3. Shipment and Delivery.

A) U.S. Shipments

All Products shipments will be made FOB origin. For Products owned by APLEX USA, title and risk of loss will transfer to Purchaser upon APLEX USA tendering the Product for delivery to the carrier and Purchaser will bear all the costs related to shipment and delivery. This condition will not apply if Purchaser prepays the freight cost and agrees to use APLEX USA's shipping account. Purchaser is required to provide APLEX USA with the update shipping address prior to the date of shipment. Additional fees and charges for shipping information errors caused by Purchaser may also apply. If Purchaser requests APLEX USA prepay and bill Purchaser for freight charges, Purchaser agrees that APLEX USA retains the right to choose the carrier. Purchaser shall examine all Products upon receipt and shall notify APLEX USA, as specified herein, of all discrepancies and refusal to accept delivery of purchased Product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchased Product was refused. If Purchaser does not give APLEX USA such notice as stated herein, Purchaser agrees that such Products have been accepted by Purchaser as the date of shipment.

B) International Shipments

All shipments by APLEX USA to Purchaser or Purchaser's customers at an address outside of the United States or the District of Columbia are considering international shipment. Title and risk of loss or damage that occurs during shipping by a carrier selected by Purchaser will transfer to Purchaser responsibility, and Purchaser will bear all the costs related to shipment and delivery. Any loss or damage that occurs during shipping by a carrier selected by APLEX USA is APLEX USA's responsibility. Purchaser shall examine all Products upon receipt and shall notify APLEX USA, as specified herein, of all discrepancies or rejection is intended within three (3) calendar days after receipt. Such notice shall be reasonably detailed and explain the discrepancy or reason for rejection. Failure to give such notice within such time shall be deemed an acceptance of the Products as the date of shipment.

4. Credit and Payment Terms.

Purchaser shall provide all the financial information reasonably requested by APLEX USA from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that APLEX USA shall have the right to decline to extend credit to Purchaser and to require that applicable purchase price be paid prior to shipment. Purchaser shall promptly notify APLEX USA of all changes to Purchaser's name, and address. APLEX USA shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in APLEX USA's credit policies or Purchaser's financial condition and/or payment record. Credit cards (MasterCard, VISA and American Express) will only be accepted at the time of order. NO cash payments, third-party payments, travelers check or money orders will be accepted. If Purchaser fails to make timely payment of any amount invoiced hereunder, APLEX USA

shall have the right, in addition to any and all other rights and remedies available to APLEX USA at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of APLEX USA under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

5. **Taxes**

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use, etc). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to APLEX USA prior to shipment if they are to be honored.

6. **Software.**

All software is provided subject to the license agreement that is provided with the Product. Purchaser and/or Purchaser's customer agree that will be bound by such license agreement.

7. **Products.**

APLEX USA's policy is one of on-going Product update and revision. APLEX USA may revise and discontinue Products at any time without notice. APLEX USA 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.

8. **Warranty.**

EFFECTIVE JANUARY 1ST 2005, SYSTEM PRODUCTS PURCHASED FROM APLEX USA CARRY A 15 MONTH LIMITED WARRANTY FOR CONTRACTED DISTRIBUTORS, AND A 12-MONTH LIMITED WARRANTY FOR ALL OTHER CUSTOMERS. WARRANTY STATEMENT IS IN EFFECT ON THE DATE OF THE INVOICE. PACKING SLIP AND/OR ACKNOWLEDGEMENT AND/OR THE DOCUMENTATION PROVIDED WITH THE PRODUCT(S). IT IS A PURCHASER RESPONSIBILITY TO CONTACT AN APLEX USA STAFF MEMBER TO VERIFY THE WARRANTY STATUS OF AN ITEM. THE WARRANTY WILL BE VOID IF A PRODUCT HAS BEEN SUBJECTED TO CONDITIONS BEYOND NORMAL WEAR AND TEAR. ALSO, THE WARRANTY IS VOID IF MISHANDLING, IMPROPER USE, OR PRODUCT DAMAGE OCCURS DUE TO IMPROPER OR INADEQUATE PACKAGING WHEN RETURNED FOR RMA PURPOSES. A REPAIR FEE WILL BE APPLIED AND MUST BE PAID IN ORDER TO HAVE A NON-WARRANTY ITEM REPAIRED. THIS ITEM WILL AUTOMATICALLY RECEIVE AN EXTENDED THREE (3) MONTHS WARRANTY ON THE PARTS THAT HAVE BEEN REPAIRED ONLY. IN WARRANTY FREIGHT CHARGES, PURCHASERS ARE REQUIRED TO PAY FOR FREIGHT RETURNING TO THE APLEX USA'S SERVICE CENTER. APLEX USA WILL PAY ONE-WAY GROUND CHARGES WITHIN THE UNITED STATES TO RETURN REPAIRED ITEMS TO THE PURCHASER.

9. **Product Returns and Replacements.**

Purchaser must obtain a valid Return Merchandise Authorization Number ("RMA") from our APLEX USA prior for all returns. Special-order items, discounted items, customized items and quantity orders with 2 and up are excluded. Under this agreement, shipping and handling fees are applicable restocking fees are subject to apply. All returns or replacements must have proof of purchase or a copy of an original APLEX USA invoice. Return Merchandise Authorization ("RMA") form can be obtained directly from APLEX USA RMA Department. The RMA number expires ten (10) days after the original issuance date. Returns and Replacements are only acceptable in unopened and unused and can be re-sold as "NEW" condition and must be in their original "COMPLETE PACKAGE" packaging including anti-static bags, all manuals, cables, software product key sticker, and other accessories must also be returned. Any items found missing will result in restocking fee. Damaged, altered or marked items and invalid RMA number are not accepted. For any return and replacement items or packages the Purchaser will be responsible for tracking the shipment of the return to insure that it has been delivered. Purchaser may subject to a 25% restocking fee if returned within 31-60 days from the date of shipping. No credit will be issued after 60 days of the shipping. Purchaser may possible to obtain a replacement if the product fails to function upon initial arrival. Any replacement items will be charged at purchased price, and credit will be issued when the original defective received by APLEX USA. APLEX USA reserves the right not to authorize the return or replacement of Products that are no longer in production. If the Product is received in damaged condition, Purchaser shall notify APLEX USA and request an RMA with two (2) days of receipt of such Product. Failure to notify

APLEX USA and request an RAM within such time shall be deemed an acceptance of the Product as of the date of shipment.

10. Limitation of Liability.

APLEX USA SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL APLEX USA BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS, LOSS OF BUSINESS, OR THEIR ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH APLEX USA'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS VIOLATES THIS AGREEMENT OR THE PROVISION OF SERVICES AND SUPPORT. APLEX USA WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES, OR ANY THIRD PARTY AND PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES.

11. Service and Support.

APLEX USA has no obligation to provide third-party branded service or support, or service or support for any product or services that you purchased through a third-party. It is Purchaser's responsibility to backup all existing data, software, and programs before receiving service or support (including telephone support). APLEX USA will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence. Prior to APLEX USA providing service or support, Purchaser represent that their system(s) does not contain illegal files or data. And also represent that Purchaser own the copyright or have a license to make copies to all files on Purchaser system and do not have any data that would cause APLEX USA to be liable for copyright infringement if those files were copied by APLEX USA.

12. Compliance with U.S. export Law.

If Purchaser delivers the Products to its customer who may use the Products outside the United States, Purchaser acknowledges and shall advise its customer that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchase warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the Department of Commerce.

13. Relationship of the parties.

Purchaser's relationship with APLEX USA will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind APLEX USA, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of APLEX USA or in APLEX USA's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and APLEX USA as partners. Purchaser will make no warranty, guarantee or representation, whether written or oral, on APLEX USA's behalf.

14. No Waiver.

Failure or delay of APLEX USA to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.