



PULSE COMMUNICATIONS INC
DBA: PULSE SUPPLY
909 RIDGEBROOK ROAD, SUITE 120
SPARKS, MD 21152

PULSE SUPPLY PURCHASING TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASES MADE WITH PULSE SUPPLY AND YOUR PURCHASE IS DEEMED AS ACCEPTANCE OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN CUSTOMER AND PULSE SUPPLY (SELLER). CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS BY MAKING A PURCHASE FROM OR PLACING AN ORDER WITH SELLER OR SHOPING ON ANY SELLER WEBSITE OR OTHERWISE REQUESTING PRODUCTS OR ENGAGING SELLER TO PERFORM OR PROCURE ANY SERVICES. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.

CUSTOMER CONSENTS TO RECEIVING ELECTRONIC DOCUMENTS, WHICH MAY BE PROVIDED VIA WEB BROWSER OR E-MAIL APPLICATION CONNECTED TO THE INTERNET. ELECTRONIC SIGNATURES (OR COPIES OF SIGNATURES SENT VIA ELECTRONIC MEANS) ARE CONSIDERED THE EQUIVALENT OF WRITTEN AND SIGNED DOCUMENTS.

AS A BINDING CONTRACT, PULSE SUPPLY TERMS AND CONDITIONS CONTAIN THE ENTIRE UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE MATTERS CONTAINED HEREIN AND SUPERSEDES AND REPLACES IN ITS ENTIRETY ANY AND ALL PRIOR COMMUNICATIONS AND CONTEMPORANEOUS AGREEMENTS AND UNDERSTANDINGS, WHETHER ORAL, WRITTEN, ELECTRONIC OR IMPLIED, IF ANY, BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. CUSTOMER MAY ISSUE A PURCHASE ORDER FOR ADMINISTRATIVE PURPOSES ONLY. ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY SUCH PURCHASE ORDER WILL BE NULL AND VOID.

- 1. SHIPPING:** SHIPPING TERMS ARE PREPAID-ADD UNLESS OTHERWISE AGREED TO IN WRITING. THEREFORE SHIPPING COSTS WILL BE ADDED TO A FINAL INVOICE ON YOUR PURCHASE. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR ANY DUTIES/VAT/TAXES. THESE CHARGES ARE ADDITIONAL. THEREFORE ANY DUTIES/VAT/TAXES WILL ALSO BE ADDED TO A FINAL INVOICE ON YOUR PURCHASE.

- 2. TITLE/RISK:** UNLESS OTHERWISE AGREED TO IN WRITING, ALL SHIPMENTS ARE FOB ORIGIN AND THE CUSTOMER ASSUMES TITLE OF GOODS UPON SHIPMENT. HOWEVER, PULSE SUPPLY RETAINS A SECURITY INTEREST ON ALL CREDIT PURCHASES UNTIL FINAL PAYMENT IS RECEIVED. THEREFORE CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE OF GOODS UPON SHIPMENT.
- 3. WARRANTY:** THE WARRANTY OF EQUIPMENT OR SOFTWARE IS HONORED BY THE MANUFACTURER DIRECTLY. WHEN YOU PURCHASE NEW EQUIPMENT OR SOFTWARE FROM PULSE SUPPLY, THE MANUFACTURER WARRANTIES ARE AUTOMATICALLY TRANSFERRED TO THE CUSTOMER. MANUFACTURER WARRANTIES CAN VARY FROM 90 DAYS TO 10 YEARS DEPENDING ON THE MANUFACTURER AND THE PARTICULAR PRODUCT LINE WITHIN THEIR PORTFOLIO. PULSE SUPPLY DISCLAIMS AND DOES NOT COVER ANY WARRANTY WHETHER IMPLIED OR EXPRESSED. PULSE SUPPLY DOES NOT GUARANTEE ANY SUITABILITY OF GOODS TO CUSTOMER.
- 4. PAYMENT:** ALL ORDERS WITH PULSE SUPPLY ARE REQUIRED TO BE PREPAID REGARDLESS OF SHIPPING STATUS UNLESS CREDIT TERMS HAVE BEEN ESTABLISHED. A NUMBER OF PAYMENT OPTIONS ARE AVAILABLE. ALL ORDERS ARE INVOICED ON DATE OF SHIPMENT. UNLESS OTHERWISE AGREED UPON, CUSTOMERS WHO HAVE CREDIT EXTENDED TO THEM AGREE TO PAY WITHIN THE TERMS OFFERED AND THE INVOICE IS PAYABLE BASED ON THE INVOICE DATE. CREDIT CUSTOMERS MAY BE SUBJECT TO INTEREST CHARGES FOR LATE PAYMENT. IF ORDERS HAVE BEEN MADE WITH CREDIT TERMS EXTENDED AT TIME OF ORDERING AND CUSTOMER LATER DECIDES TO PAY WITH A CREDIT CARD, THE ORDER BECOMES SUBJECT TO CREDIT CARD FEES. THE AMOUNT OF CREDIT CARD FEES, ASSESSED AT TIME OF PAYMENT, VARIES DEPENDING ON THE TYPE OF CARD USED.
- 5. EXPORT SALES:** IF THIS TRANSACTION INVOLVES AN EXPORT OF ITEMS (INCLUDING, BUT NOT LIMITED TO, COMMODITIES, SOFTWARE OR TECHNOLOGY) SUBJECT TO THE EXPORT ADMINISTRATION REGULATIONS, SUCH ITEMS WERE EXPORTED BY SELLER IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. CUSTOMER AGREES THAT IT WILL NOT DIVERT, USE, EXPORT OR RE-EXPORT, OR PROVIDE SUCH ITEMS TO ANY ENTITY OR PERSON WITHIN ANY COUNTRY THAT IS SUBJECT TO THE UNITED STATES ECONOMIC SANCTIONS IMPOSING COMPREHENSIVE EMBARGOES WITHOUT OBTAINING PRIOR AUTHORIZATION FROM THE UNITED STATES GOVERNMENT. THE LIST OF SUCH COUNTRIES SUBJECT TO UNITED STATES SANCTIONS MAY CHANGE FROM TIME TO TIME BUT CURRENTLY INCLUDES CUBA, IRAN, SUDAN, AND SYRIA. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT IT WILL NOT EXPORT, RE-EXPORT OR PROVIDE SUCH ITEMS TO ENTITIES AND PERSONS THAT ARE INELIGIBLE UNDER UNITED STATES LAW TO RECEIVE SUCH ITEMS, INCLUDING BUT NOT LIMITED TO, ANY PERSON OR ENTITY ON THE UNITED STATES TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR

ON THE UNITED STATES COMMERCE DEPARTMENT'S DENIED PERSONS LIST, ENTITY LIST OR UNVERIFIED LIST. IN ADDITION MANUFACTURER'S WARRANTIES FOR EXPORTED PRODUCTS MAY VARY OR BE NULL AND VOID.

6. RETURN POLICY: RETURN OF EQUIPMENT IS BASED ON THE MANUFACTURER'S OR SELLERS SUPPLIER RETURN POLICY. IN MOST CASES A MINIMUM RESTOCKING FEE OF 15% WILL APPLY TO EQUIPMENT THAT IS CONSIDERED RETURNABLE. THIS RESTOCK FEE CAN BE HIGHER, ESPECIALLY WHEN DAMAGE HAS OCCURRED OR ITEMS ARE MISSING. RESTOCK FEE IS NORMALLY BASED ON THE LIST PRICE. IF LIST PRICE IS NOT AVAILABLE A MINIMUM RESTOCK FEE OF 25% MAY APPLY. OPENED PRODUCTS ARE NONRETURNABLE. ALL SPECIAL ORDERS ARE NONRETURNABLE. SPECIALTY EQUIPMENT THAT IS NONRETURNABLE INCLUDES, BUT IS NOT LIMITED TO, NON-STOCKED ITEMS, SIGNALING CONVERTERS, SOME VOIP HARDWARE, GSM GATEWAYS, FAX SERVERS, ITSP SYSTEMS, MICROWAVE RADIO EQUIPMENT, ANTENNA, CABLES AND MOST SOFTWARE. THE CUSTOMER IS RESPONSIBLE FOR CHECKING WHETHER A PURCHASE QUALIFIES AS SPECIAL ORDER PRIOR TO PLACING AN ORDER. CUSTOMER AGREES THAT PULSE SUPPLY SHALL HAVE SOLE DISCRETION AS TO THE DETERMINATION OF PRODUCTS THAT QUALIFY AS NON-RETURNABLE UNLESS OTHERWISE AGREED TO IN WRITING. ITEMS DEEMED AS RETURNABLE MUST BE RETURNED WITHIN 7 DAYS OF SHIPMENT DATE UNLESS OTHERWISE AGREED TO IN WRITING. EQUIPMENT IS NONRETURNABLE IF A PULSE REPRESENTATIVE RECOMMENDED AN ALTERNATIVE PRODUCT TO BETTER ADDRESS REQUIREMENTS OF THE REQUESTED APPLICATION BUT THE CUSTOMER DECLINES AND PROCEEDS WITH THEIR CHOICE. EMAIL, FAXES, IM OR ANY FORM OF VALID COMMUNICATIONS BETWEEN PULSE SUPPLY AND ITS CUSTOMERS ARE LEGAL AND BINDING WITH REGARDS TO RETURNS AND EXCHANGES. EXCHANGES OF EQUIPMENT MAY BE POSSIBLE TO OFFSET THESE CHARGES. UNLESS OTHERWISE PROVIDED IN WRITING THESE OPTIONS ARE AT THE DISCRETION OF PULSE SUPPLY. SERVICES ARE NOT RETURNABLE EXCEPT IN SPECIAL CIRCUMSTANCES, AND ONLY DETERMINED BY PULSE SUPPLY. BECAUSE SOME MANUFACTURER PRODUCTS ARE NONRETURNABLE, PLEASE CHECK WITH YOUR SALES REP TO SEE IF AN ITEM IS ELIGIBLE FOR RETURN. NO PRODUCT MAY BE RETURNED WITHOUT AN RMA AUTHORIZATION. ALL RETURNABLE PRODUCTS MUST BE RETURNED UNOPENED AND IN THE ORIGINAL PACKAGING. TO OBTAIN AN RMA AUTHORIZATION, PLEASE CONTACT YOUR SALES REPRESENTATIVE WITH YOUR REQUEST.

7. LEGAL VENUE: CUSTOMERS AGREE THAT ALL PURCHASES AND ANY CREDIT THAT MAY HAVE BEEN EXTENDED SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF MARYLAND FOR THE VENUE AND JURISDICTION OF ANY LITIGATION PERTAINING TO ENFORCEMENT OR INTERPRETATION OF THESE TERMS AND CONDITIONS OR CREDIT EXTENDED. LEGAL VENUE SHALL BE VESTED EXCLUSIVELY IN THE COUNTY COURT OR DISTRICT COURT FOR THIS STATE. CUSTOMER HEREBY WAIVES TRIAL BY JURY IN ANY

ACTION OR PROCEEDING OF ANY KIND OR NATURE PERTAINING TO THE ENFORCEMENT OR INTERPRETATION OF PURCHASES, TERM AND CONDITIONS AND CREDIT EXTENDED. IF PULSE SUPPLY MUST INSTITUTE LEGAL ACTION, THE COMPANY AND/OR ORGANIZATION AGREES TO PAY ALL COURT COSTS AND REASONABLE ATTORNEY FEES.

- 8. LIABILITY:** UNDER NO CIRCUMSTANCES WILL THE SELLER, ITS AFFILIATES, SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS DEMANDS OR ACTIONS AGAINST CUSTOMER BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM AGAINST ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S IMPLEMENTATION OF ANY CONCLUSIONS OR RECOMMENDATIONS BY SELLER OR ITS AFFILIATES BASED ON, RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS OR SERVICES, OR; (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED OR CORRUPTED DATA OR SOFTWARE: (E) SELLER SHALL NOT BE RESPONSIBLE FOR AND NO LIABILITY SHALL RESULT TO SELLER OR ANY OF ITS AFFILIATES FOR ANY DELAYS IN DELIVERY OR IN PERFORMANCE WHICH RESULT FROM ANY CIRCUMSTANCES BEYOND SELLER'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO PRODUCT UNAVAILABILITY CARRIER DELAYS, FIRE, WEATHER, ACTS OF WAR, TERRORISM, ACTS OF GOD OR ACTS OR LAWS OF ANY GOVERNMENT OR AGENCY. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF SELLER AND AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY THE CUSTOMER FOR THE PRODUCT/S OR SERVICES.