

ASI Terms & Conditions

1. DEFINITIONS “BUYER” shall mean the person or entity described on the face hereof as the BUYER. “Goods” shall mean the products described on the face hereof as being sold to BUYER.

2. ACCEPTANCE Notwithstanding anything in BUYER’s form of Purchase Order or other order form to the contrary, BUYER’s acceptance of the Goods shall constitute an affirmation by BUYER that the terms and conditions set forth herein govern the purchase and sale of the Goods and that the terms in BUYER’s order forms that are in addition to, in conflict with or are different from the terms and conditions herein shall have no effect on this transaction. The contract formed in accordance with the foregoing shall be referred to as the “Order”.

3. PURCHASE PRICE The BUYER agrees to pay the total purchase price as specified on the front of this document. In addition, the BUYER agrees to pay any sales or other taxes levied on or measured by such purchase price, or arising from the use of the Goods and any parts or maintenance supplied, including without any limitation, any additional sales, use, gross receipts, privilege, excise, and personal property taxes unless specified in writing on this document.

4. PAYMENT TERMS The total amount of this invoice shall be payable in full by Buyer within thirty (30) days after the date of this invoice, unless otherwise specified in writing in this document. All amounts past due are subject to a late charge of one and one-half percent (1 1/2%) per month or eighteen percent (18%) per annum.

5. DELIVERY Delivery shall take place at ASI unless otherwise specified in writing on this document.

6. INSPECTION The BUYER shall inspect the Goods at delivery and shall notify ASI of any defects or discrepancies within one (1) day of receipt of Goods.

7. TITLE AND RISK OF LOSS For CCA customer (Charge Customer Account), title and risk of loss or damage to the Goods shall pass to the BUYER.

8. LIMITED WARRANTY Generally, ASI offers no warranty other than one year and can be limited to less, depending on product and manufacturer policy with ASI, as stated on ASI return policy . To obtain copy, visit www.asipartner.com under support, see return policy, or contact ASI for a copy. In most cases should manufacturer have warranty change during the first year, ASI will abide by their change when it affects or limits the first year warranty. Buyer acknowledges review and acceptance of Warranty terms by making order for goods.

Some Goods offered may come with a limited warranty and may be shorter than one year. In the event any Good has a manufacturer's warranty beyond one year or as limited by ASI, it is the BUYER's responsibility to deal directly with the manufacturer for any repairs or replacements that occur beyond the one year warranty, or the limited warranty. During ASI warranty period, ASI will repair or replace all Goods which prove to be defective during the specified ASI warranty period. However, customer must first obtain a RETURN AUTHORIZATION (RMA) number prior to returning, and ASI will not warrant any Goods which have been subjected to improper freight handling / shipping, abuse, neglect, or unauthorized repair or installation. The warranty also will not cover Goods installed with non-ASI components and or parts with broken warranty seals, missing serial number or having assembly trace damage. Physical damage or customer induced damage voids any ASI warranty. This warranty policy does not extend beyond the original BUYER. ASI reserves the right to request the total cost of any replacement of Goods or the Goods itself, if later the Goods returned for warranty service are found to be physically damaged by the BUYER.

9. DISCLAIMER OF WARRANTY ASI makes no express or implied warranties, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. Buyer's sole and exclusive remedy for ASI's liability of any kind (including, without limitation, negligence and the breach of any and all warranties) shall be limited to the replacement of defective goods at no charge to BUYER. In no event shall ASI's liability include any special, incidental, consequential or exemplary losses or damages, even if ASI shall have been advised of the possibility of such potential loss or damage.

10. ALTERATION, MODIFICATIONS AND ATTACHMENTS Any alterations, modifications, additions, improvements, installation, or attachments on the Goods not authorized in writing by ASI shall solely be at the BUYER's own expense and risk. If operation of the Goods is affected in any way by such unauthorized alterations, modifications, additions, improvements, attachments or installation, the warranty shall be deemed waived by the BUYER, and ASI shall have no further obligation to the BUYER.

11. RETURN OF GOODS / REPLACEMENT / DEFECTIVE ON ARRIVAL (DOA) ASI will not accept any returned Goods or DOA Goods during the warranty period unless, BUYER follows ASI Return Merchandise Authorization procedure and policy. All shipments returned to ASI must be prepaid by BUYER and as outlined by ASI. All shipments returned to the BUYER will be by UPS Ground, unless will call pickup. For any express delivery the BUYER is responsible for the difference in freight charges and charge will be Cash on Delivery (C.O.D.)

12. FORCE MAJEURE ASI shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, state or municipal action, statute, ordinance or regulation, strike or other labor

trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances within the United States not subject to the control of ASI, which cause or hinders the manufacture or delivery of Goods.

13. CANCELLATION An order may not be canceled, in whole or in part, by BUYER without ASI's prior written consent and only upon terms and conditions that will indemnify, hold harmless and compensate ASI against loss including, but not limited to, the loss of profits as a result of such cancellation.

14. SECURITY AGREEMENT ASI shall retain a purchase money security interest (including but not limited the filing of a Form UCC1) in the Goods to secure the performance by BUYER of all obligations. Buyer grants ASI the option at any time to as its attorney-in-fact to prepare, sign and file (or record) in BUYER's name any financing statement or other document necessary to protect ASI's security interest in goods subject to this Agreement.

15. ATTORNEY'S FEES If any suit or action to enforce or to interpret any of the terms, conditions, or covenants herein, or to recover damages as a result of a breach of any provision of this Order, the prevailing party shall be entitled to recover from the party not prevailing the costs and expenses, including reasonable attorneys' fees incurred by the prevailing party in prosecuting or defending such action and any appeals taken there from.

16. ASSIGNMENT No right, duty or interest in this Order may be assigned or delegated by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

17. GOVERNING LAW / VENUE / ARBITRATION Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by binding arbitration in Fremont, CA before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The parties will share the costs of the arbitration equally subject to final apportionment by the arbitrator(s). The arbitrator(s) will apply the law of the State of California in any such arbitration proceeding. The decision of the arbitrator(s) will be final. **Both parties to this contract, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.**

18. WAIVER OF JURY TRIAL Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

19. SEVERABILITY If at any time any one or more of the provisions of this invoice becomes or is held by a court to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions of this invoice shall not in any way be affected or impaired thereby.

20. ENTIRE AGREEMENT This invoice sets forth the entire agreement between BUYER and ASI and exclusively determines the rights and obligations of BUYER and ASI, notwithstanding any prior course of dealing, custom or usage of trade or course of performance or any additional or different terms proposed by BUYER at any time.

TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE