

TERMS & CONDITIONS

THE SALE OF PRODUCTS AND SERVICES ("PRODUCTS") BY ENTERPRISE DATA SOLUTIONS, INC. (EDSI) ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS THAT CONFLICT OR CONTRADICT THIS AGREEMENT IN ANY PURCHASE ORDER (PO), DOCUMENT OR OTHER COMMUNICATION ("ORDER"). PREPRINTED TERMS AND CONDITIONS ON ANY CUSTOMER ("CUSTOMER") DOCUMENT (e.g., POs OR CONFIRMATIONS) AND/OR EDSI'S FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS WILL NOT CHANGE OR ADD TO THE TERMS OF THIS AGREEMENT.

1. **ORDERS** – All Orders are subject to acceptance by EDSI. EDSI reserves the right to allocate the sale of Products among its customers. Orders for special, custom, value-added and Products specifically identified by EDSI as nonstandard are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule Orders for standard Products without EDSI's consent, which shall not be unreasonably withheld.
2. **PRICES** – EDSI's quoted prices apply for 30 days or as otherwise stated in its quote. EDSI may increase prices if EDSI's costs increase or other circumstances beyond EDSI's reasonable control occur. Prices are subject to change at any time. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.
3. **TERMS OF PAYMENT** – Payment of the total invoice amount, without offset or deduction, is due 30 days from the invoice date. On any past due invoice, EDSI may charge interest from the payment due date to the date of payment (at 1 1/2% per month), plus reasonable attorney fees and collection costs. EDSI may change the terms of Customer's credit at any time. EDSI may apply payments to any of Customer's accounts.
4. **DELIVERY & TITLE** – Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. EDSI's delivery dates are estimates only, and EDSI is not liable for delays in delivery. EDSI reserves the right to make partial shipments, and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.
5. **PRODUCT RETURNS** – Customer cannot return Products without a Return Material Authorization ("RMA") number. RMAs will be issued only for damage, shortage, or other discrepancy to Products created solely by EDSI or the original manufacturer, and only if Customer notifies EDSI in writing of any damage, shortage or other discrepancy to Products within 10 days after delivery. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Returned Products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At EDSI's discretion, EDSI will return all Products not eligible for return to Customer, freight collect or hold Product for Customer's account at Customer's expense.
6. **EDSI'S LIMITED WARRANTY** – EDSI will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. EDSI warrants the Products will conform to the manufacturer's specifications. Value-added work performed by EDSI on Products will conform to Customer's specifications. **EDSI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. EDSI MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT.** If Products do not meet manufacturer's specifications or if value-added work by EDSI does not meet Customer's specifications the Products will be, at EDSI's choice: (1) repaired, (2) replaced at no cost to Customer; or (3) refund Customer's purchase price. Customer must return Products to EDSI, along with acceptable proof of purchase, within the warranty period specified by the manufacturer, with freight charges prepaid.
7. **LIMITATION OF LIABILITY** – **EDSI IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (e.g., LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF USE, REWORK, MANUFACTURING EXPENSE, INJURY TO REPUTATION OR LOSS OF CUSTOMERS). CUSTOMER'S RECOVERY FROM EDSI FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD EDSI HARMLESS FROM ANY CLAIMS BASED ON (i) EDSI'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, (ii) MODIFICATION OF ANY PRODUCTS BY ANYONE OTHER THAN EDSI, OR (iii) USE IN COMBINATION WITH OTHER PRODUCTS.**
8. **FORCES BEYOND EDSI'S CONTROL** – EDSI is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (e.g., Acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).
9. **USE OF PRODUCTS** – Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold both EDSI and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.
10. **EXPORT/IMPORT** – Certain Products sold by EDSI and other related technology and documentation are subject to export control laws, regulations and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.
11. **PRODUCT INFORMATION** – Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by EDSI from its suppliers or other sources. Such information is provided by EDSI on an "AS IS" basis. EDSI makes no representation as to the accuracy or completeness of the Product information, and **DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES UNDER ANY THEORY WITH RESPECT TO THE PRODUCT INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** EDSI recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. EDSI is not responsible for typographical or other errors or omissions in Product information.
12. **ELECTRONIC ORDERS** – In the event that any part of the purchase and sale of Products utilizes electronic data interchange, internal or third party portal, or any other electronic means ("Electronic Purchase Order"), this Agreement, or any other validly executed agreement between EDSI and Customer, will continue to apply to the purchase and sale of Products between Customer and EDSI.
13. **GENERAL**
 - a. The laws of the State of Ohio will exclusively govern any dispute between EDSI and Customer without reference to Ohio's conflict of laws principles. The United Nations Convention for the International Sale of Goods shall not apply.
 - b. Customer may not assign this Agreement without the prior written consent of EDSI. EDSI or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.
 - c. This Agreement can only be modified in writing signed by authorized representatives of both EDSI and Customer.
 - d. Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer, and EDSI has no responsibility or liability for the content or use of such statements or advice.
 - e. EDSI's failure to object to any document, communication or act of Customer will not be deemed a waiver of any of these terms and conditions.
 - f. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
 - g. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.