

Terms & Conditions Of Purchase

Agreement

Developing Technologies Distributors, a California Corporation doing business as plus24, ("plus24") agrees to sell to the Purchaser whose name appears on the invoice (THE "Invoice") the plus24 Products specified on the invoice (the "Products"), subject to the following terms and conditions of this Purchase Agreement:

Orders and Shipments

1. Prices are F.O.B. plus24's headquarters in West Hollywood, California. All prices are quoted for payment in cash, due upon receipt of goods or invoice, reflecting a discount of 2%. The phrase "days ARO" refers to the number of days, after receipt of purchase order, approval of customer credit by the plus24 Credit Department, or receipt of any specified deposit, whichever is later. Title to and risk of loss or damage to Products in transit shall pass to Purchaser upon shipment from plus24 or isolation of inventory in plus24's warehouse prior to shipment. Unless otherwise agreed, plus24 shall have the right to select the method of shipment and the carrier. The purchaser will bear the cost of the carrier's charges, including charges for insurance against loss or damage to Products while in transit. The cost of special packaging, if requested or deemed necessary in plus24's discretion, shall be an additional charge.
2. Delivery dates in any confirmation of purchase orders shall be deemed to be estimated only. Purchaser shall not be relieved of performance because of plus24's failure to meet a delivery date. plus24 shall have the right to modify or cancel this purchase, in the event of acts beyond its control, including, but not limited to acts of God or government, labor disputes or inability to secure materials labor or transportation.
3. Unless otherwise agreed, Purchaser agrees to pay for each Product upon shipment from plus24 in cash or irrevocable letter of credit, drawn on a bank acceptable to plus24, payable upon presentation of shipping documents. Unless otherwise noted, payment shall be in U.S. dollars. Delay in shipment of some of the Products ordered shall not extend Purchaser's time to make payment of that which already has been shipped.
4. plus24's acceptance of the order or obligation to ship Products is subject to prior approval of plus24's Credit Department. If requested by plus24, Purchaser agrees to submit reasonable financial information and execute and deliver customary financing statements.
5. plus24 may, if in its opinion, the financial condition of Purchaser so warrants, or if Purchaser fails to make payments when due, or otherwise defaults hereunder, after terms of payment, suspend credit and delay shipment until such terms are met, or pursue any remedies available at law or under this purchase agreement. In such event, plus24 shall be entitled to reimbursement from Purchaser for its reasonable expenses, including attorney's fees.
6. If the prices herein represent a price based on a quantity of Products where not all Products are purchased, plus24 reserves the right to adjust prices of the Products purchased and to bill Purchaser for any differences..

Taxes

7. Purchaser shall bear the cost of any sales, use, excise, or similar tax applicable to purchase of

Products under this Purchase Agreement, unless Purchaser provides plus24 with a tax exemption certificate of license acceptable to the taxing authorities.

Software License

8. plus24's Products may consist of digital computer hardware components ("Hardware Components"), computer software components ("Software Components"), or a combination of Hardware Components and Software Components.

9. Purchaser will have a personal non-exclusive right to use any Software Components subject to the restrictions and under the conditions specified in this Purchase Agreement. plus24 Software Components are licensed for use in conjunction with particular computer hardware. Purchaser agrees not to use the Software Components in conjunction with other hardware than specified in this Purchase Agreement. Purchaser agrees not to copy Software Components except one copy for archival and backup purposes or to permit others to do so, without the express written permission of plus24. Portions of Software Components may have been licensed by plus24 from third parties and are furnished to Purchaser as sublicensee. Purchaser agrees to execute promptly any sub-license agreements that may be required by such third parties as plus24 may direct. The terms of this software license are subject to plus24's "Standard Software License – Terms & Conditions", if any shipped together with the Software Components which is incorporated herein by reference.

10. Purchaser's right to use Software Components shall continue for so long as Purchaser does not breach its obligations under this Purchase Agreement. If Purchaser should breach its obligations under this Purchase Agreement, its license to use the Software Components will terminate, and it will return to plus24 any of the Software Components in its possession and destroy any copies of the Software Components it may have made. Upon such termination of the license, plus24 will be under no obligation to refund any of the purchase price plus24 for the Products. Purchaser understands that violation of the terms of its license to use the Software Components may cause plus24 irreparable harm.

Limited Warranty

11. Each plus24 product is manufactured from new parts or serviceable parts that are equivalent to new parts in performance. All plus24 products benefit from the same quality standards. plus24 warrants to the Purchaser that plus24 Hardware Components will be free from defects in material and workmanship for one (1) year from the date of shipment by plus24, subject to the exclusions set forth below. plus24's exclusive obligation (and Purchaser's only remedy) for any defect shall be to repair or exchange at plus24's option, without charge, except for shipping charges, any Hardware Components returned preplus24 to plus24's factory or service center. Within the warranty period, Purchaser shall notify plus24 of any defect in material or workmanship. If a Hardware Component is defective, plus24 may forward a new part to Purchaser, send Purchaser an invoice for the part and credit invoice upon receipt of defective Hardware Component returned to plus24 preplus24. plus24 reserves the right to inspect or repair Products on Purchaser's premises.

12. plus24 warrants to purchaser that it will exercise all reasonable efforts to correct defects or deficiencies in Software Components reported to it by Purchaser within one (1) year from the date of shipment by plus24, and will furnish Purchaser with a replacement copy of Software Components which have been so corrected.

13. plus24 specifically excludes the following from warranty coverage, and assumes no obligation for repair or exchange with respect thereto: (a) Products which have been modified, repaired, or altered by non-plus24 procedures, unless authorized by plus24 in writing; (b) Products which have been subjected to misuse, misapplication, improper maintenance, negligence, acts beyond Purchaser's control (including failure of or excessive electric power or failure of environment control equipment); (c) Products specifically sold AS IS and with ALL FAULTS; (d) certain hardware components subject to short useful lives including tubes, fuses, lamps and batteries; and (e) Products which without authorization have had their serial numbers or other identifying marks altered, defaced, or removed.

14. No repair or replacement shall extend the warranty period.

15. plus24 warrants non-plus24 manufactured Products which plus24 incorporates without modification

as a functional assembly into Products to the same extents as each manufacturer warrants such Products to plus24. Such warranties no longer apply if Purchaser modifies such Products. Warranties for non-plus24 manufactured Products are available on request. plus24 will assist the Purchaser in obtaining such warranty repairs.

16. THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. plus24 AUTHORIZES NO OTHER PERSON TO GRANT ANY OTHER WARRANTIES.

17. If Purchaser has purchased Maintenance Options from plus24 (model Nos. starting "M-") then this Agreement is subject to plus24's "Comprehensive System Maintenance Agreement — Standard Terms and Conditions" shipped together with the Software Components or the Hardware Components which is incorporated herein by reference.

Exclusion of Damages

18. IN NO EVENT SHALL plus24 BE LIABLE FOR ANY INCIDENTAL, DIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR LOST REVENUE OR PROFIT, IN ANY ACTION, WHETHER BASED ON TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. IN NO EVENT SHALL plus24'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY OF THE EQUIPMENT FURNISHED UNDER THIS CONTRACT EXCEED THE CHARGES PREVIOUSLY Pplus24 BY THE PURCHASER TO plus24 FOR SUCH EQUIPMENT.

Instructional Materials/Installation/Training

19. plus24 shall provide one copy of any instruction manuals pertaining to installation or operation of the Products. Purchaser acknowledges that such manuals are furnished for its use in conjunction with its use of plus24's Products, and that they may contain confidential and proprietary information of plus24. Purchaser agrees neither to copy such manuals nor to permit others to do so other than to facilitate use of plus24's Products in Purchaser's business, and for archival and backup purposes.

20. If requested by Purchaser, plus24 may provide consultation regarding the initial installation, adjustment, and operation of the Products, and a training course at plus24 facilities. Unless otherwise agreed, if plus24 provides such services or training, it shall provide them at its then current rate, terms and conditions.

21. Purchaser shall have complete responsibility for installation and operation of the Products and for obtaining of any permits, licenses, and/or certifications which may be required by a regulatory agency for the installation, use or operation of the Products.

Patent & Trademark Indemnity

22. Except for hardware and software components that have been specifically identified to Purchaser as third party hardware or software, plus24 represents and warrants that it is the owner of the Hardware Components and Software Components and that it can convey the lease and license herein granted. plus24 will indemnify Purchaser against any claims of patent or copyright infringement or trade secret violation made by any third parties based on Customer's use of the Products based on infringement of patents, copyrights, or trade secrets.

23. Should a Product become, or be likely to become, the subject of a claim of infringement, Purchaser shall permit plus24, at its option and expense, to procure for Purchaser the right to continue using the Product, to replace or modify the Product so that it becomes non-infringing, or to require the return of the Product in exchange for a reasonable credit for the Product as depreciated.

24. In no event shall plus24 be liable to Purchaser on any claim of patent, copyright, trademark, or trade secret infringement based upon (a) the combination of Products with equipment or devices not sold by plus24; (b) Products supplied according to a design which is required or ordered by Purchaser; or (c) patented processes performed by Products.

Return Policy

25. You must examine the product and accessories upon receipt of product. If any item is damaged or missing, you must notify us immediately. plus24 will not consider any claims for damaged or missing items more than 3 days from the date of delivery. Product that is non-operational “out of the box” is considered to be DOA. DOA product will be replaced or credited, but must be returned in its original packaging with warranty, instructions, and accessories, and must be accompanied by a copy of original invoice.
26. Product returned within 7 days of shipment will be subject to a 25% restocking fee. Absolutely no credit/refund after 30 days from shipment date.
27. Product returned for non-defect, non-compatible, or technical reasons must have approval from customer service manager. Shipping damage or loss: We ship all product insured. If an order is received damaged, incomplete or lost in shipment, a notification should be made immediately to customer service department within 24 hours of receipt. Claims made thereafter will not be considered.
28. Special order items that are not a regular stock item will not be accepted for return, credit or refund for any reason.
29. Shipping/handling charges, labor, deposits are all non-refundable. Cost of shipping replacement product to buyers within the 48 contiguous states will be borne by us, additional costs for international shipping, Alaska, and Hawaii will be borne by buyer. Cost of delivering the defective products to our premises will be borne by the buyer.
30. All refunds will be processed within 30 days after receipt of the returned goods to allow for inspection and acceptance. Refunds will be made in the same manner as the purchase price was plus24 except cash, for which check will be issued as form of refund. NO CASH REFUNDS.

RMA Procedure

31. An RMA number must be obtained from Customer Service department before returning any product. All returns must be in original package, including original contents, instructions and accessories; a copy of original invoice with a note detailing all problems; and the RMA number must be clearly marked on the container; otherwise shipment may be subject to refusal by us. All replacements are subject to stock availability. If a product has been discontinued in the market, a replacement item of equal value or a credit for current value will be issued at seller’s discretion. plus24 shall not be liable for waiting period of an RMA item. We reserve the right to refuse acceptance of an item that is returned incomplete.

Deposits

32. plus24 shall acknowledge Purchaser’s deposits. If Purchaser defaults after payment of deposit, plus24 may, in addition to any other remedy available retain such deposit as security for the recovery of such damages as may be allowed by law.

Changes to Product Specifications

33. plus24 reserves the right to modify or change Products in whole or in part at any time prior to delivery to include electrical or mechanical design refinements it deems appropriate, without obligation to modify or change any Products previously delivered or to supply new Products in accordance with earlier specifications.

General Provisions

34. Purchaser shall not assign any rights, duties, or obligations of this Purchase Agreement without plus24’s prior written consent.

35. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California as though made and fully performed in plus24 state.

Entire Agreement; Other Agreements

36. This Agreement contains the entire Agreement between plus24 and Purchaser. No agreement or other understanding in any way modifying the conditions of this Agreement shall be binding upon plus24 unless made in writing and signed by plus24. plus24 shall not be bound by any terms of conditions on Purchaser's acknowledgement forms, invoices, or other communications of Purchaser unless acceptance of such terms of conditions is expressly made by plus24 in writing in an instrument pertaining to such acceptance only. In no event shall an acknowledgement or receipt of any part of the order by purchaser be deemed to be an acceptance of any such terms or conditions. The foregoing provision cannot be waived except by express written consent. No waiver by either party or any default on the part of the other party shall be deemed a waiver of any subsequent default.