

TERMS AND CONDITIONS OF SALE FOR WEB-BASED PURCHASE

THESE TERMS AND CONDITIONS ARE TO BE READ TOGETHER WITH THE APPLICABLE QUOTE OR INVOICE (the "Invoice") AND THE TERMS OF ANY SERVICE SELECTED BY CUSTOMER. The following terms and conditions govern the sale by [VENDOR] ("Vendor") to Customer of the products and services (the "Products"). By accepting delivery of the Products described on the Invoice, Customer agrees to be bound by and accepts these terms and conditions.

1. Amendments

Customer may not alter, supplement or amend these terms and conditions under any circumstances. Any attempt by Customer to so alter, supplement or amend these terms and conditions, or to enter into an order for Products that is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and Vendor. Vendor may alter or make amendments to these terms and conditions as they relate to future sales or deliveries at any time without prior notice.

2. Governing Law

This document shall be governed by and construed in accordance with the laws of [jurisdiction] and the parties hereby agree to the non-exclusive jurisdiction of the courts of [jurisdiction].

3. Payment Terms; Orders; Quotes; Interest

Credit terms are within Vendor's sole discretion, and unless otherwise specified in Vendor's invoice, payment must be received by Vendor prior to Vendor's acceptance of an order. Payment for the Products will be made by credit card. If credit terms have been agreed to by Vendor, invoices are due and payable within ____ days after the date of the invoice. Vendor may invoice parts of an order separately. Orders are not binding upon Vendor until accepted by Vendor. All Quotes given by Vendor will only be valid for the period stated on the Quote. Customer agrees to pay interest on all amounts past due at a rate of ____% per month (____% per year).

4. Shipping Charges and Taxes

Separate charges for shipping and handling will be shown on Vendor's invoice(s). Unless Customer provides Vendor with a valid and correct tax exemption certificate applicable to the Products shipped to Customer's location prior to Vendor's acceptance of the order, the Customer is responsible for goods and services tax, sales and all other taxes associated with the order, however designated, except taxes on Vendor's net income. If applicable, a separate charge for taxes will be shown on Vendor's invoice.

5. Title

Title to Products passes from Vendor to Customer at the time the Products leave Vendor's [location] warehouse except that title to software shall remain with the applicable licensor(s). All software is subject to the applicable license agreement accompanying the Products. Customer agrees that it will be bound by each such licence agreement once its package is opened or its seal is broken. Vendor will take responsibility for any loss or damage to the Products which occurs during shipping. Shipping dates are estimates only. Vendor is not liable for delays in shipment or failure to ship by the estimated ship date.

6. Warranties and Disclaimers

- (a) THE LIMITED WARRANTIES, APPLICABLE TO VENDOR BRANDED PRODUCTS ONLY, ARE INCLUDED IN THE APPLICABLE WARRANTY STATEMENT IN THE DOCUMENTATION ACCOMPANYING THE PRODUCTS. VENDOR MAKES NO EXPRESS WARRANTIES OR CONDITIONS EXCEPT THOSE IN VENDOR'S APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTY WILL BE EFFECTIVE, AND VENDOR WILL BE OBLIGATED TO HONOUR ANY SUCH WARRANTY ONLY UPON VENDOR'S RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED.

THIS IS A 3-PAGE FORM.