



Digi-Trax Corporation Terms & Conditions

The terms and conditions of this document supersede the terms and conditions of any purchase order made by Buyer for Seller's products and services ("Products"). No prior course of dealing or usage of trade shall affect this document or be admissible to explain, modify, or contradict the invoice.

1. Payment for the Products:

Seller's terms of payment are Net 30 days (email: ar@digi-trax.com or call (847) 613-2100 and ask for accounts payable for application). Any invoiced amount remaining unpaid after thirty (30) days, unless disputed in good faith, shall be deemed "past due." Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Any interest charged and collected in excess of applicable state law shall, upon presentation of appropriate documentation, be returned. Any credit terms offered are subject to Digi-Trax Corporation's ("Digi-Trax") approval and may be revoked or changed by Digi-Trax at any time and for any reason. Additionally, if Buyer's credit worthiness changes after shipment of an order already placed has been sent or invoiced Digi-Trax may, at its sole discretion, demand full and complete payment for goods and services already billed regardless of terms.

Digi-Trax accepts EFT, company check, cashier's check, or money order for payment of invoices. Digi-Trax will accept Credit Card payment with no Credit Card fees only when the order is paid in advance of shipment AND when the order's value is equal to, or greater than, fifty dollars (\$50.00). For Credit Card Payment on orders with a value less than fifty dollars (\$50.00) or for invoices that have not been paid in advance, Digi-Trax will add the greater of five dollars (\$5.00) or four percent (4.0%) of the invoice total, including but not limited to charges for shipping, handling, and sales tax, to the invoice.

Any discrepancy between any order placed under this Agreement and Seller's corresponding invoice, shipment or shipments, including damages or shortages, must be reported to Seller for resolution within fourteen (14) days of receipt of goods. The only exception being for price discrepancies that must be reported to Seller for resolution within thirty (30) days of Seller's invoice date. Seller shall have no obligation to resolve, and Buyer holds Seller harmless and waives any rights to any discrepancy or to issue any credit or refund, or to replace any goods, if claim therefore is not made within said applicable fourteen (14) or thirty (30) day period.

Digi-Trax reserves the right to invoice customers for partial shipments of orders as long as the shipment fulfills at least 90% of the original order, unless Buyer specifically states otherwise on the corresponding purchase order that they will not accept partial orders.

All Custom Label orders are subject to +/- ten percent (10%) variance and will be invoiced accordingly.

2. Shipment, Risk of Loss, and Title:

Shipment of Products per routine order to Buyer and subsequent back orders related to the original shipment shall be shipped FOB Origin. The cost of shipment (shipping, handling and insurance costs), if paid for by Digi-Trax and not otherwise agreed to, will be added to the corresponding invoice. Emergency, rush orders, and orders not regularly scheduled are subject to an added shipping charge determined by Seller. All orders are subject to a handling charge and will be added to the corresponding invoice. Seller



shall have the right to ship the Products at all times via its own vehicle or a carrier selected by Seller if not otherwise specified on the corresponding Purchase Order from Buyer. Seller is not responsible for any duty or customs fees and buyer may be invoiced separately for these charges. Upon signature of receipt, damage to goods becomes the responsibility of the Buyer. All goods must be inspected prior to disposing of packaging materials. Damaged goods must be reported to Seller immediately upon receipt with ALL packing materials still in Buyer's possession. Seller is not responsible for replacing lost or stolen Products.

3. Return Goods Policy:

ALL REQUESTS FOR RETURN OF PRODUCTS MUST BE AUTHORIZED BY SELLER'S CUSTOMER CARE DEPARTMENT PRIOR TO RETURNING GOODS AND NO RETURNS WILL BE ACCEPTED WITHOUT A VALID RMA NUMBER HAVING BEEN ISSUED BY SELLER. All returned Products must be in original packaging and in new, resalable condition, unless such Products are not in original packaging or resalable condition due to Seller fault and claimed within the fourteen (14) day period. The amount of credit on any given return is based upon the following:

- Products shipped in error by Seller and nonconforming Products – FULL CREDIT if returned within thirty (30) days from RMA issue date;
- Products shipped that do not meet Seller's standard quality – FULL CREDIT if returned within thirty (30) days from RMA issue date in original packaging and received in resalable condition;
- Standard Stock products are subject to a restocking charge up to 20%, plus any original freight costs as well as additional costs incurred in returning the Products if notified within thirty (30) days AND returned in new, resalable condition;
- Products that are NOT returnable to vendor – NO CREDIT;
- Products without an RMA number issued by Digi-Trax – NO CREDIT;
- Products that are returned no longer in resalable condition either due to use of product or improper packaging for safe return shipment – NO CREDIT;
- Special order Products, custom Products, or Products not available for general or unrestricted distribution – NOT RETURNABLE.
- Software – NOT RETURNABLE.
- Lifecycle Support Service Fees are billed in advance and are not refundable

4. Excusable Delays:

If any party is unable, wholly or in part, by reason of an act of God or any other reason beyond the reasonable control of the party, including unavailability of Products, to carry out its obligations hereunder (other than the obligation to make money payments), that party shall give the other party written notice thereof with reasonable particulars concerning it. During the period of delay, the obligations of all parties hereunder (other than the obligation to make money payments), shall be suspended. The affected party shall use reasonable due diligence to continue performance as quickly as possible.

5. Taxes:

When applicable, sales tax shall be added and invoiced to the Buyer. Depending upon the purchase location or the shipping location, Seller may be obligated to collect taxes on the Price of Product, shipping and handling charges, services, and more. All other taxes (other than income or excess profit taxes) which may be imposed by any taxing authority on the sale, delivery or use of Products and for which Seller may be held responsible for collection or payment, shall be paid to Seller upon demand, unless Buyer has



furnished to Seller an appropriate valid certificate of exemption issued by or acceptable to the tax authority in question. If Seller does not collect tax in the Buyer's state, the Buyer may be responsible to pay such tax in its own state, county, or municipality.

6. Disclaimer:

Seller makes no representation or warranty of any kind, express or implied, as to the merchantability of any products or their fitness for any particular use or purpose. Buyer shall look to the manufacturer of products for any warranty thereon. No agent, employee, or representative of Seller has any authority to make an affirmation, representation, or warranty concerning products not set forth in this agreement.

Buyer shall not hold Seller liable for any defect in products, regardless of kind, unless such defect results from the willful default or gross negligence of Seller. Buyer agrees to file solely with the manufacturer of the products any claim or lawsuit alleging loss, injury, damage, or death arising out of or caused by the use, sale, distribution, or possession of products.

In no event shall Seller be liable to Buyer for incidental or consequential damages (including lost profits) from any cause, including, without limitation, damages resulting from any unavailability of, defect in, or mis-shipment of products.

7. Pricing of Products:

Seller's product pricing is subject to change at any time and for any reason without notice to Buyer and regardless of any published or otherwise obtained pricing lists or past quotes. Pricing will be quoted and confirmed via Seller's Customer Care Department and validated upon receipt of Buyer's corresponding purchase order. Buyer may be required to submit an updated Purchase Order prior to Seller confirming or processing an order.

8. Discounts:

Buyer is not entitled to take a discount on the invoice price for any reason, unless approved by Seller in writing. No previous discounts given toward any product or invoice, for any reason, shall be grounds for taking a discount on any product or invoice in the future.

9. Dispute Jurisdiction:

This Agreement shall be governed by the laws of the State of Illinois. The parties hereto hereby irrevocably consent to the exclusive jurisdiction of the State and Federal Courts of the State of Illinois for resolution of any dispute related to or arising out of this Agreement.

10. Intellectual Property:

Except for rights expressly granted nothing in any sale of Product, services, or other provides the Buyer any rights to intellectual property and seller will retain exclusive rights for sale, reproduction, or other use of it's own intellectual property.