

Invoice Terms and Conditions

THE TERMS AND CONDITIONS OF SALE ARE LIMITED TO THOSE CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN THE INVOICE OF CREATIVE BUSINESS SOLUTIONS ("CBS") OR OTHER CBS DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND CBS HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information About these Terms and Conditions of Sale:

These terms and conditions of sale constitute a binding contract between you ("Customer") and CBS. Customer accepts these terms and conditions of sale by making a purchase, placing an order or otherwise shopping on CBS's Website (a "Sale"). These terms and conditions of sale are subject to change without prior notice, except that the terms and conditions of sale in effect at the time Customer initially places or modifies an order will govern the order in question. These terms and conditions of sale constitute the entire agreement between the Customer and CBS relating to the sale of products and services. Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the terms and conditions of sale contained in CBS's invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions of sale or any purchase order or invoice related thereto.

Governing Law: THESE TERMS AND CONDITIONS OF SALE AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT IN NASSAU OR SUFFOLK COUNTIES, NEW YORK AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THOSE COUNTIES AND SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Title: Risk of Loss. Title and risk of loss shall be Customers, if customer provides CBS with Customer's carrier account number or selects a carrier other than a carrier that regularly ships from CBS to Customer, upon shipment from

CBS's facility. For all other shipments, title to products and risk of loss or damage during shipment passes from CBS to Customer upon receipt by Customer. Notwithstanding the foregoing title to software will remain with the applicable licensor(s) and Customer's rights therein are contained in the license agreement between such licensor(s) and Customer. CBS retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

Warranties: Goods sold by CBS are not manufactured by CBS, and CBS has made no affirmation of fact or promise relating to the Goods. All warranty claims shall be asserted exclusively against the manufacturer of Goods. EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE APPLIES TO THE GOODS.

Limitation on Liability: CBS's liability on any claim relating to the Goods or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, will not exceed the price allocable to such Goods. CBS WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOST DATA OR ANY DAMAGES TO THIRD PARTIES PAID BY BUYER, LOSS OF WARRANTY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES. CBS will not be responsible for any delays in delivery which result from any circumstances beyond its control, including, without limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, late problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency. Any shipping dates provided by CBS are estimates only.

Orders: Payment Terms; Interest; Taxes: Orders are not binding upon CBS until accepted by CBS. Terms of payments are within CBS's sole discretion.

Invoices are due and payable within the time period specified on the invoice, measured from this date of invoice. CBS may invoice Customer separately for partial shipments. If Customer does not make payment when due, Customer agrees to pay a fee on past due amounts of 1.5% per month or the maximum rate allowed by law, whichever is less. Pricing excludes federal tax, state and local sales tax, use and other taxes. Customer shall bear responsibility for all such taxes, and/or charges. In the event of a payment default, Customer will be responsible for all of CBS's costs of collection, including court costs, filing fees and attorney's fees

Returns: Customer may return defective Goods for replacement or refund (as elected by CBS) within 30 days of purchase. Subject to CBS's approval, customer may return for credit within 30 days of purchase non defective Goods the sales price of which, together with the sale price of any other non-defective items previously returned to CBS by customer, do not exceed 2% of the aggregate sales prices of all non-defective products purchased by Customer from CBS. Non-defective, special order products are normally not accepted for return; these are handled on a case-by-case basis in CBS's sole discretion. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after the date of issuance and returns of non-defective normally stocked items in resalable condition will be accepted for credit subject to a restocking charge of no less than 20% of the sales price. Customer is responsible for all risk of loss and damage to products being shipped for return, exchange or replacement. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Damaged Products: If Customer receives damaged products, please refuse the products upon original delivery attempt. If damaged products are accepted from the carrier, such damage should be noted on the carrier delivery record. Please save the product and the original box and packaging and notify CBS immediately to arrange for a carrier inspection and a pick up of damaged products. Timely receipt of this information is necessary for CBS to file a damage claim.

Buyer Representations. Neither Customer nor any of its Affiliates (i) is, or is controlled by, a "restricted party" within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Customer and its Affiliates are in compliance with the Anti-Terrorism Laws. Neither Customer nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA), or any similar law to the extent applicable. Customer shall not: (i) conduct any business or engage in any transaction or dealings with any "restricted person" including the making or receiving any contribution of funds, goods or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law.

THE SALE OF THIS PRODUCT IS NOT INTENDED FOR SALE OUTSIDE OF THE UNITED STATES. EXPORT OF THE PRODUCTS REQUIRES PRIOR WRITTEN AUTHORIZATION FROM CBS AND FROM THE U.S. DEPARTMENT OF COMMERCE.

Security Interest. To secure payment of the sales price of the Goods and all other obligations of Customer under this Agreement, Customer hereby grants to CBS a security interest in the Goods and all products and proceeds thereof. CBS is authorized by Customer to take such action as may be appropriate to perfect the security interest granted herein. Customer agrees to execute any additional documents necessary to perfect such security interest.

