

Terms and conditions

The terms and conditions set forth below set out the entire agreement between Netlogix UK and customer, unless otherwise agreed to in writing by Netlogix UK. In using Netlogix UK you agree to be bound by these terms and conditions. In the event that customer issues any form of order to Netlogix UK authorizing the purchase of product(s) , it is agreed that such order is issued exclusively for the purpose of confirming customer's purchase of the specified item(s) and the price(s) thereof and that no other terms and conditions specified or preprinted on such order shall add to or modify the terms and conditions of this agreement and/or any related documentation provided with the items purchased, nor shall such order terms and conditions affect either party's responsibility to the other party as defined herein. A customer purchase order shall constitute acceptance of Netlogix UK's offer as specified in a valid quote. Netlogix UK reserves the right to reject any purchase order.

TERMINOLOGY

As used herein, "**Quote**" means that document issued by Netlogix UK to Customer for the sale of third party hardware and/or third party software and any associated installation, configuration or other services as described therein.

As used herein, "**Customer**" means the purchaser of goods and/or services from Netlogix UK identified in the Quote referencing this Standard Terms and Conditions of Sale document (the "Agreement").

As used herein, "**Netlogix UK**" means Netlogix UK Ltd..

As used herein, "**Product**" means any hardware, software, installation or third party-provided maintenance service purchased and delivered to the Customer hereunder.

PRICES, DISCOUNTS AND QUOTATIONS.

All prices are subject to change without notice prior to receipt of Customer's purchase order (hereinafter referred to as "Customer's Order") and Netlogix UK's acceptance of it. All invoice prices are those in effect on date of shipment, unless otherwise agreed to by Netlogix UK in writing. All pricing information in published or printed material is provided for general information and estimation purposes only. Published prices are neither quotations nor offers to sell.

PAYMENT TERMS.

Subject to Customer maintaining a credit status acceptable to Netlogix UK, payment of all invoices is due thirty (30) days from date of invoice. Product invoices are issued upon shipment from the manufacture or at the start of service. Netlogix UK has the right to charge a late payment charge of 1.5% of the outstanding balance per month for each month, or partial month, any invoice remains unpaid beyond its due date. Customer will pay collection and legal fees incurred by Netlogix UK to effect settlement of any past due invoice.

We remain owners of the goods you purchase until you have paid for all of them in full together with all other monies due to us from you under any contract or arrangement. You agree to give us the right to enter your premises at any time where the goods are stored so that we can retrieve and resell them if they are not paid for. Until title passes to you under this condition you must: (i) keep the goods stored separately and clearly identifiable as belonging to us; (ii) not remove any

branding or identifying marks;(iii) keep them fully insured for their full replacement value against any loss, damage or destruction; (iv) not sell, transfer, charge, mortgage, pledge or grant any lien over, the goods. This applies to all goods we supply to you and to any money owing in respect of any transaction with you.

. CANCELLATION OF ORDERS.

Customer may not cancel or modify a Customer Order without the written consent of Netlogix UK. If Netlogix UK consents to Customer's cancellation or modification of a Customer Order, Customer agrees to be responsible for and pay Netlogix UK all costs, expenses and fees incurred by Netlogix UK from the manufacturer, the supplier or its shippers as a direct result of cancellation or modification of such order. If the manufacturer withholds its consent to the cancellation or modification of a Customer Order, Netlogix UK will deliver the ordered items to Customer, and payment in full will be due from Customer for such items.

RETURN POLICY.

Customer's right to return hardware and software is subject to the return policies and fees imposed by the applicable manufacturer. No credit for items delivered to Customer will be issued by Netlogix UK without prior written approval from Netlogix UK. Such approval, when provided, must be in the form of a written Return Material Authorization (RMA), which must accompany the returned items. An RMA must be requested by Customer from Netlogix UK within twenty (20) days from the original ship date, unless a shorter period is required by the applicable manufacturer. Items returned pursuant to the foregoing procedure may be subject to a manufacturer restock fee which Netlogix UK shall pass through to Customer and Customer shall assume and satisfy in full. Returned items must be in the original shipping cartons, undamaged, unused and unaltered. Equipment received without an RMA and or in a condition other than described entitles Netlogix UK the right to reject return of the items and/or may be subject to additional charges which Customer agrees to pay. Opened software is not returnable. All shipments of returned items must be shipped prepaid by Customer to the warehouse location specified in the RMA. Upon receipt of the returned items, Netlogix UK will inspect such items for compliance with the foregoing conditions for proper return. A credit for properly returned items will be entered against the original invoice for the ordered items. All RMA's issued are valid for fifteen (15) days from the date the RMA is issued after which time the RMA will be cancelled.

WARRANTY.

All Products provided under these terms are subject to the warranties provided by the manufacturer as legally and contractually permissible for Netlogix UK to pass onto, resell or assign to Customer. Netlogix UK warrants that its services hereunder will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices, and in strict accordance with all applicable laws, regulations, codes and standards of government agencies or authorities

SERVICE CONDITIONS.

All service prices are based on work being performed during normal business hours (Monday through Friday) and at Customer locations, or as otherwise agreed to by Netlogix UK in writing. Security arrangements and access for Netlogix UK at the Customer's location will be the

responsibility of the Customer. Customer will accompany any Netlogix UK employee while on-site at a Customer location.

SOFTWARE.

Any software provided under these terms is subject to the license terms that are provided with it. All software license terms are established directly between the Customer and the owner or manufacturer of the software. Unless Netlogix UK is identified as the owner or licensor of the software, Netlogix UK is not a party to any software license terms and Netlogix UK makes no warranties or representations related to the ownership, use or operation of the software.