

Terms & Conditions

- Purpose.** The provisions contained herein (these “Standard Provisions”) set forth the terms and conditions applicable to all sales and purchases of equipment (“Equipment”) by LinkSource Systems, Inc., a California corporation (“LinkSource”), to (“Customer”). These Standard Provisions supplement the terms of any written quotes provided by LinkSource to a Customer and the terms of any purchase orders provided by a Customer to LinkSource in connection to the Customer’s purchase of Equipment from LinkSource, and sale of Equipment to LinkSource. These Standard Provisions, together with any quotes and purchase orders, are collectively referred to herein as the “Contract Documents.” In the event of any inconsistencies between these Standard Provisions and the terms of any written quote provided by LinkSource, the provisions of the written quote shall apply and be controlling. In the event of any inconsistencies between these Standard Provisions and the terms of any purchase order provided by a Customer, the provisions of these Standard Provisions shall apply and be controlling.
- Equipment Purchases.** Customer agrees to send LinkSource a list of part numbers generated to the best of their ability. Within three (3) days LinkSource will provide Customer with an offer to purchase Equipment or submit a no offer. All Equipment purchased from Customer by LinkSource will be subject to the terms set forth by the offer to purchase sent by LinkSource to Customer. If Customer accepts the terms of the offer to purchase, LinkSource will send Customer a Purchase Order (“PO”). Customer will provide Equipment packed into boxes in shipping area accessible by a standard shipping carrier within five (5) business days. Customer will be required to package Equipment in accordance with [FedEx General Packaging Guidelines](#). If Customer requires Equipment to be packed by LinkSource, Customer will be subject to additional fees. Customer representative will inform LinkSource Equipment is ready for pickup. LinkSource will send a standard shipping carrier to pick up the Equipment. LinkSource will not hold Customer responsible for any damage or loss incurred after Equipment has been received by the standard shipping carrier. LinkSource agrees to pay all shipping charges for Equipment transportation, unless otherwise stated in the PO or offer to purchase.

Upon receipt of Equipment into LinkSource Warehouse or LinkSource Partner Warehouse (“Warehouse”), LinkSource assumes liability to wipe Customer data from Equipment within thirty (30) days of arrival in Warehouse. Any Equipment missing or additional to PO will be updated on PO and sent to the Customer. Additional equipment will be added at 50% of Market Value (“MV”) at the time of Equipment arrival in Warehouse, or as otherwise agreed to by the parties. Market Value is the most recent price at which LinkSource is reasonably able to purchase the Equipment in the open United States market. During the thirty (30) days after receipt of Equipment into Warehouse, LinkSource will test the Equipment for issues and wipe all existing Customer data from the Equipment. Should LinkSource be unable to remove Customer data from Equipment, Equipment will be sent to recycling and destroyed. Upon request of Customer and after the thirty (30) day testing and data wipe period, LinkSource agrees to provide proof of data wipe in the form of COD and testing within (3) days. LinkSource will pay Customer as set forth by terms in PO for all Equipment in good, working, and resalable condition.
- Payment/Late Fees.** Customer and LinkSource shall pay for all Equipment purchased from LinkSource and Customer in accordance with the terms set forth in the quote or offer to purchase for such Equipment, or as otherwise agreed by the parties.
- Returns.** Any Equipment may be returned by Customer for a full refund within thirty (30) days from the date of delivery. Notwithstanding the foregoing, returns shall not be permitted for

software, Equipment replaced under warranty, new Equipment, special orders, or Equipment purchased by a wholesale customer for the purpose of resale. Equipment which is not received by LinkSource within thirty (30) days after the date of the original delivery to Customer shall not be eligible for a refund.

5. **Warranty.** LinkSource warrants that the Equipment shall be free from defects in materials and workmanship, excluding normal wear and tear, as more particularly set forth in this Section 5. For retail end users of Equipment, the warranty shall remain in effect for the lifetime of the product pursuant to the Advance Replacement Warranty and Lifetime Replacement Warranty provisions set forth in Section 5.a and 5.b, below. For wholesale Customers purchasing Equipment for the purpose of resale, the warranty shall remain in effect for a period of ninety (90) days pursuant to the Wholesale Warranty provisions set forth in Section 5.c, below
 - a. **Advance Replacement Warranty.** For a period of one (1) year from the date of delivery to Customer, LinkSource agrees to provide advance replacements for any defective items of Equipment. LinkSource shall, within twenty-four (24) hours of being notified by Customer of a suspected Equipment defect, use its commercially reasonable best efforts to (i) attempt to resolve the problems through troubleshooting, and (ii) for any Equipment determined, in LinkSource's sole discretion, to be defective, ship suitable replacement Equipment to Customer via expedited delivery service.
 - b. **Lifetime Replacement Warranty.** After one (1) year from the date of delivery to Customer, LinkSource agrees to repair or replace any defective items of Equipment. LinkSource shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in LinkSource's sole discretion, whether the Equipment is defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.
 - c. **Wholesale Warranty.** For a period of ninety (90) days from the date of delivery to a wholesale Customer purchasing Equipment for the purpose of resale, LinkSource agrees to repair or replace any defective items of Equipment. LinkSource shall, within seven (7) business days of receipt of the returned Equipment, use its commercially reasonable best efforts to (i) determine, in LinkSource's sole discretion, whether the Equipment is defective, (ii) make required repairs, where repairs are feasible, and (iii) ship the repaired Equipment or a suitable replacement to Customer via standard delivery service.
 - d. **Shipping.** Shipments by LinkSource will be sent by UPS, FedEx or other provider of LinkSource's choice with shipping costs to be paid by LinkSource. For international deliveries, shipments will be sent delivery duty unpaid (DDU), with freight prepaid by LinkSource, excluding import duties, taxes and fees, where applicable.
 - e. **Limitations on Warranties.** The following limitations and requirements apply to this Section 5:
 - f. Technical support by LinkSource shall be limited to determining whether an Equipment defect exists.
 - g. The warranty hereunder does not apply to any Equipment failure resulting from misuse, abuse, neglect or mishandling, failure to use the Equipment with due care and in accordance with all recommendations of LinkSource and the manufacturer, damage from accident or casualty, including fire, flood or natural disaster, improper installation, configuration, maintenance, operation, modifications or adjustments, incorrect environment, or electrical issues such as lightning, power surges, incorrect electrical voltages or other electrical stress.

- h. The warranty hereunder does not apply in the event Equipment fails to perform properly or becomes incompatible due to software or code changes.
- i. LinkSource shall have no obligation to replace Equipment nor to compensate or reimburse Customer for licenses, upgrades or software installed by Customer on Equipment which is subsequently returned to LinkSource.
- j. If LinkSource is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product, LinkSource may satisfy its warranty obligations by providing replacement Equipment which offers a comparable level of functionality.
- k. If, despite its commercially reasonable good faith efforts, LinkSource is unable to repair any item of defective Equipment covered by warranty or replace the Equipment with the same product or with Equipment offering a comparable level of functionality, LinkSource shall refund the original purchase price, in which event LinkSource shall have no further liability to Customer hereunder.
- l. LinkSource shall have no liability to Customer if, despite its commercially reasonable good faith efforts, LinkSource is unable make shipments within the times specified under Section 5.a, 5.b or 5.c above.
- m. The warranty hereunder applies only to the original purchaser of the Equipment from LinkSource. The warranty shall terminate if the Equipment is sold or otherwise transferred to another party, excepting sale or transfer to Customer's wholly own subsidiaries or affiliates.
- n. The warranty hereunder is in lieu of all other warranties of LinkSource and LinkSource disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality or capacity.

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO CERTAIN LIMITATIONS HEREUNDER MAY NOT APPLY IN ALL CASES.

- 6. **Licensing.** Customer acknowledges and agrees that (i) software installed on used Equipment does not come with a manufacturer's license, and (ii) it shall be Customer's responsibility to contact the manufacturer to determine the licensing requirements applicable to any used Equipment purchased from LinkSource.
- 7. **Entire Agreement/Modifications.** The Contract Documents and any exhibits incorporated therein constitute the entire agreement between the parties and supersede all prior agreements and understandings of the parties relating to the subject matter hereof. The Contract Documents may not be modified in any way except by an instrument in writing signed by each of the parties hereto.
- 8. **Severable Provisions.** If any provision of the Contract Documents is determined to be void, invalid or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless continue in full force and effect.

9. **Successors.** The provisions of the Contract Documents shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors, administrators and heirs.
10. **Construction.** Headings at the beginning of each paragraph and subparagraph herein are solely for the convenience of the parties and are not a part hereof. Whenever required by the context, the singular shall include the plural and the masculine shall include the feminine and vice versa.
All exhibits referred to in or attached to the Contract Documents are incorporated by this reference. The parties agree that the rule that ambiguities are construed against the drafter of a writing shall not apply in any dispute arising out of the Contract Documents.
11. **Signatures.** The Contract Documents may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. In the event executed copies of the Contract Documents are provided by one party to the other by facsimile or email transmission, the facsimile or email copies and the signatures thereon shall for all purposes be treated as originals.
12. **Governing Law.** The parties expressly agree that (i) the Contract Documents shall be governed by, interpreted under and enforced in accordance with the laws of the United States of America and the State of California, (ii) in the event of any dispute, the parties shall be subject to the jurisdiction of the courts of the State of California, regardless of their place of residence, and (iii) in any action arising in connection with the Equipment or the Contract Documents, venue shall be in Placer County, State of California, United States of America.
13. **Force Majeure.** LinkSource shall not be liable to Customer for any losses or damages attributable to an event or circumstance which is beyond the reasonable control of LinkSource and without its fault (including, without limitation, effects of fire, strike, war, insurrection, terrorism, acts of God, civil or military authority, civil disturbance and government restriction or prohibition), and the performance of LinkSource's obligations hereunder shall be suspended during the existence of such cause.
14. **Limitation of Remedies and Liability.** Excepting intellectual property claims, the cumulative liability of LinkSource to Customer for all claims relating to any item of Equipment (including without limitation the warranty provided pursuant to Section 4 hereof) shall be limited to the total amount paid by Customer for such Equipment. In no event shall LinkSource be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if LinkSource has been advised or is otherwise aware of the possibility of such potential loss or damage. The foregoing limitation of liability shall apply regardless of the success or effectiveness of other remedies. Customer acknowledges that the price charged for the Equipment has been agreed to by LinkSource in reliance on the allocation of risk and limitation of liability set forth in Section 4 and this Section 13.

SOME STATES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSION MAY NOT APPLY IN ALL CASES. Attorneys' Fees. In any action at law or in equity arising out of the Contract Documents, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief awarded to said party.