

U.S. Terms and Conditions of Sale - Direct (Applies to all direct purchases-by internet, phone, or ad notam Direct Store)

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.

These terms and conditions ("Agreement") apply to your purchase of ad notam®-branded products and/or related ad notam products and/or services and support sold in the United States ("Product"). By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify ad notam and return your purchase pursuant to [ad notam's Return Policy](#). (See: <http://www.adnotam.com/warranty.htm>.) THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH AD NOTAM, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER AD NOTAM TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- 1. Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and ad notam. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained at <https://support.adnotam.com/ancare/Invoice.aspx> or by contacting your sales representative.
- 2. Payment Terms; Orders; Quotes; Interest.** Terms of payment are within ad notam's sole discretion, and unless otherwise agreed to by ad notam, payment must be received by ad notam prior to ad notam's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by ad notam. Invoices are due and payable within the time period noted on the reverse side of this invoice, measured from the date of the invoice. ad notam may invoice parts of an order separately. Your order is subject to cancellation by ad notam, at ad notam's sole discretion. Unless you and ad notam have agreed to a different discount, ad notam's standard pricing policy for ad notam®-branded Products which include both hardware and services in one discounted price allocates the discount off list price applicable to the service portion of the Product to be equal to the overall calculated percentage discount off list price on the entire Product. ad notam is not responsible for pricing, typographical, or other errors, in any offer by ad notam and reserves the right to cancel any orders resulting from such errors.
- 3. Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from ad notam to Customer on shipment from ad notam's facility. Loss or damage that occurs during shipping by a carrier selected by ad notam is ad notam's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify ad notam within 21 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide ad notam with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. Title to software will remain with the applicable licensor(s).
- 4. Warranties.** THE LIMITED WARRANTIES APPLICABLE TO AD NOTAM®-BRANDED HARDWARE PRODUCT CAN BE FOUND AT <http://www.adnotam.com/warranty.htm> OR IN THE DOCUMENTATION AD NOTAM PROVIDES WITH AD NOTAM®-BRANDED PRODUCT. AD NOTAM MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-AD NOTAM BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY AD NOTAM "AS IS" AND THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY AD NOTAM. AD NOTAM MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN AD NOTAM'S APPLICABLE AD NOTAM®-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. AD NOTAM-BRANDED WARRANTIES AND SERVICES WILL BE EFFECTIVE, AND AD NOTAM IS NOT OBLIGATED TO HONOR ANY SUCH WARRANTY OR SERVICE UNTIL AD NOTAM RECEIVES PAYMENT IN FULL. AD NOTAM MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF AD NOTAM DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES,

MAINTENANCE, OR SUPPORT ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

5. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement.
6. **Return Policies; Exchanges.** ad notam's return policy can be found at <http://www.adnotam.com/warranty.htm>. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by ad notam, ad notam is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At ad notam's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** ad notam's policy is one of ongoing update and revision. ad notam may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." ad notam will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.** Service offerings may vary from Product to Product. In addition to these terms and conditions, ad notam and/or your third-party service provider may provide such service and support to you in the United States in accordance with the term and conditions located at http://www.adnotam.com/service_contracts or as otherwise delivered to you. ad notam and/or your third-party service provider may at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. ad notam has no obligation to provide service or support until ad notam has received full payment for the Product or service/support contract you purchased. ad notam is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not ad notam. It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). ad notam and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by ad notam or your-third-party service provider. ad notam and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to ad notam and/or your third-party service provider providing service or support, you represent that your Product and system(s) do not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files and images on either or both of your Product and system and do not have any data that would cause ad notam to be liable for copyright infringement if those files or images were copied by ad notam and/or your third-party service provider.
9. **Limitation of Liability.** AD NOTAM DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AD NOTAM WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, AD NOTAM IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
10. **Applicable Law; Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. ad notam has separate terms and conditions governing resale of Product by third parties and transactions outside the United States. Terms and conditions for resale are located at: www.adnotam.com/termssofsale.htm.
11. **Governing Law. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND AD NOTAM arising from or relating to this agreement, its interpretation, or the breach,**

termination or validity thereof, the relationships which result from this agreement, ad notam's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

12. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) ("Dispute") BETWEEN CUSTOMER AND AD NOTAM, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "ad notam") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), ad notam's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (AAA) under its Commercial Arbitration Rules then in effect (available via the Internet at <http://www.adr.org/sp.asp?id=22440>, or via telephone at 1-800-778-7879). The Arbitration will be conducted before three (3) independent and impartial arbitrators. ad notam will appoint one (1) arbitrator and the other party or parties will appoint one (1) arbitrator. The two (2) appointed arbitrators will then select a third arbitrator, who shall be the presiding arbitrator. ad notam will be responsible for paying any arbitration fees to the extent such fees exceed the amount of the filing fee for initiating a claim in the small claims or similar court in the state in which you reside. The arbitration hearing shall take place in New York, NY and will be governed by the United States Federal Arbitration Act to the exclusion of any inconsistent state laws. The arbitration will be limited solely to the dispute or controversy between customer and ad notam. NEITHER CUSTOMER NOR AD NOTAM SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). The arbitrators shall base their award on the terms of this Agreement, and will follow the law and judicial precedents that a United States District Judge sitting in the Southern District of New York would apply to the Dispute. The arbitrators shall render their award in writing and will include the findings of fact and conclusion of law upon which their award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. The existence or results of any negotiation, mediation or arbitration will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo or prevent irreparable harm, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. Information may be obtained and claims may be filed with the American Arbitration Association, 1633 Broadway, 10th Floor, New York, NY 10019.

(REV 10/18/07)