

Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (Applies to all purchases of products that buyer intends to resell to others)

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

These terms and conditions ("Agreement") apply to your purchase and resale of plasma televisions, LCD displays, related products and/or services and support sold in the United States ("Products") by the ad notam entity named on the invoice ("ad notam") or other documents provided to you by ad notam. This Agreement does not apply to you if you are buying for your own end use. By accepting delivery of the Products you agree to be bound by and accept the terms and conditions of this Agreement. These terms and conditions are subject to change at any time in ad notam's sole discretion without prior written notice. If you do not wish to be bound by this Agreement, you must promptly notify ad notam. Products must remain in the boxes in which they were shipped and notify us immediately to arrange a Product return. YOU WILL BE RESPONSIBLE FOR SHIPPING & HANDLING CHARGES FOR THIS RETURN. ADDITIONAL RETURN OR RESTOCKING FEES MAY APPLY. THIS AGREEMENT SHALL APPLY UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT WITH ad notam OR OTHER ad notam TERMS AND CONDITIONS APPLY.

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 separate written agreement signed by both you and ad notam. If you do not receive an invoice or acknowledgement in the mail or with your Product, information about your purchase may be obtained at <http://support.adnotam.com> or by contacting your sales representative.
2. **Reselling.** You may resell Products to end-users and you may resell the Products with added value supplied by you through the addition of hardware, software, or services. Approval by ad notam shall not be deemed from the sale of Product to you. You may not resell to Federal, State or Local sector customers nor to distributors, third party sales agents, remarket or sell through retail storefronts or auction-type Web sites. This Agreement is not exclusive. ad notam may market Products to any third party directly or indirectly without any obligation or liability to you. This Agreement does not guarantee that you will make any sales of the Products. You determine or set your resale Product pricing. ad notam reserves the right to restrict or prohibit your participation in certain promotions, add, modify, or discontinue pricing, Products and/or parts. ad notam may require you to meet additional obligations not outlined herein, which will be disclosed to you prior to your purchase of Products. You will provide ad notam such information and reports as may reasonably be requested by ad notam.
3. **Trademarks; Copyrights.** You may use the "ad notam" name and ad notam's product names solely for the purpose of accurately identifying the ad notam-branded Products you market and/or sell under this Agreement. You agree to change or correct, at your own expense, any material or activity that ad notam decides is inaccurate, objectionable or misleading or a misuse of ad notam's name, trademarks, service marks, or ad notam's logos or copyrighted works. You may not use the ad notam name and ad notam's product names for any other purpose. You may not use other ad notam trademarks or service marks, or ad notam's logos or copyrighted works, at any time. You are prohibited from referring to yourself as an authorized reseller of ad notam, implying that you and ad notam are partners, creating the impression that ad notam is affiliated with you or has sponsored, authorized, approved or endorsed your business, or any offer or any marketing, advertising or promotion thereof. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of ad notam's. You will clearly and prominently identify yourself in all offers and advertising, marketing and promotional materials relating to this Agreement.
4. **Quotes; Orders; Payment Terms; Interest.** Payment terms are within ad notam's sole discretion. You agree not to violate the terms of any offer or concession made available by ad notam. ad notam may invoice and/or ship parts of an order separately. ad notam reserves the right to cancel an order or transaction, in whole or in part. If you breach the provisions of this Agreement or the terms of any offer, ad notam may charge or re-debit your account or credit card the full list price for your purchase (in lieu of a discounted or special price included in the offer). You agree to pay

interest on all past-due sums at the highest rate allowed by law. You hereby grant ad notam, and ad notam hereby retains, a purchase money security interest and lien on any and all of your rights, title and interest in Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late charges and costs of collection. You consent to ad notam's use of this Agreement, as well as Product invoices, as financing statements for protecting this security interest and appoint ad notam as your agent for service of process.

5. **Shipping Charges; Taxes.** Shipping dates provided by ad notam are estimates only. Shipping and handling are additional and will be shown on the invoice(s) or other documentation. 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. Unless you provide ad notam with a valid and correct tax exemption certificate applicable to the Product ship-to location at the time of purchase, you will be responsible for sales and all other taxes associated with the order, however designated, except for ad notam's franchise taxes and taxes on ad notam's net income.
6. **Title; Risk of Loss; Insurance.** Title to products passes from ad notam to you on shipment from ad notam's facility or third party manufacturers facility. Title to software will remain with the applicable licensor(s). You will maintain comprehensive general liability, including products liability, insurance in an amount appropriate for your business, but in no event less than \$1,000,000.00 (US) with an insurance company having a Best rating of A. Upon ad notam's request, you will provide to ad notam a certificate of such insurance (including any new or amended certificates of insurance) and/or name ad notam as an additional insured.
7. **Warranties.** AD NOTAM MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN THIS SECTION AND IN AD NOTAM'S APPLICABLE LIMITED WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT FOUND AT <http://www.adnotam.com/warranties> OR THE DOCUMENTATION PROVIDED WITH THE PRODUCT(S). AD NOTAM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES BY AD NOTAM FOR NON-AD NOTAM BRANDED PRODUCTS, SERVICE OR SOFTWARE PRODUCTS. ALL SUCH PRODUCTS ARE PROVIDED BY AD NOTAM "AS IS". NO REVISION IN LIMITED WARRANTIES WILL AFFECT PRODUCTS ALREADY ORDERED BY YOU.
8. **Additional Remedies & Responsibilities.** AD NOTAM RESERVES THE RIGHT TO DISCONTINUE OR OTHERWISE VOID ANY WARRANTY, SERVICE, MAINTENANCE OR SUPPORT IT OFFERS IN WHOLE OR IN PART. 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. YOU SHALL BE SOLELY RESPONSIBLE FOR ALL REPRESENTATIONS OR OMISSIONS YOU MAKE TO YOUR CUSTOMERS INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR OMISSION YOU MAKE. YOU WILL INFORM YOUR CUSTOMERS OF AD NOTAM'S RIGHTS AND YOUR OBLIGATIONS UNDER THIS AGREEMENT.
9. **Software.** All software is provided subject to the license agreement that is provided with the Product. You agree that you and your customers will be bound by such license agreement.
10. **No Returns.** ad notam's return policies including but not limited to ad notam's "Return Policies" do not apply to your purchase of Product or to your customers.
11. **Products.** ad notam's policy is one of on-going Product update and revision. ad notam may revise and discontinue Products at any time without notice to you. ad notam will ship Products that have the functionality and performance of the Products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building Products and spare parts are selected from new, equivalent-to-new or reconditioned parts and assemblies.
12. **Limitation of Liability.** AD NOTAM DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS, LOSS OF BUSINESS, YOUR BREACH OF THIS AGREEMENT OR THE PROVISION OF SERVICES AND SUPPORT. 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 EXCEPT AS EXPRESSLY PROVIDED HEREIN. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR

ON OUR WEB SITE TO THE CONTRARY, AD NOTAM IS NOT RESPONSIBLE FOR INFORMATION YOU PROVIDE TO US UNLESS YOU HAVE A SEPARATE WRITTEN AGREEMENT OTHERWISE. YOU AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS, AD NOTAM IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT INVOICED BY AD NOTAM FOR THE RESPECTIVE PRODUCTS. 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.

13. **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 terms and conditions located at <http://www.adnotam.com/service.htm> 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 TO YOU OR YOUR CUSTOMERS UNTIL AD NOTAM HAS RECEIVED FULL PAYMENT FOR THE PRODUCT OR SERVICES/SUPPORT CONTRACT THAT YOU PURCHASED. ad notam is not obligated to provide third-party branded service or support, or service or support for any product 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 service 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 system(s) does 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 your 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. To transfer service, contact ad notam's customer service or go to <http://support.adnotam.com>.
14. **YOUR INDEMNITY TO ad notam.** To the fullest extent permitted by law, you will indemnify, defend and hold ad notam, including ad notam's partners, officers, directors, agents, employees, subsidiaries, affiliates, parents, successors and assigns, harmless from any claim, demand, cause of action, debt or liability (including reasonable attorneys fees, expenses and court costs) arising from: (a) your modification(s) of and/or addition(s) to Product(s); (b) your breach of this Agreement, (c) your omissions, misrepresentations, or negligence, and (d) the Products sold by you damage a third party to the extent such claim is based on (i) your modification of and/or addition to the Products, misuse or abuse of the Products, negligence or breach of any provision in this Agreement; (ii) your failure to abide by all applicable laws, rules, regulations and orders that affect the Products; (iii) your omission, misrepresentation, or negligence, or (iv) you or your end-users cause intentional harm to any person or property. Indemnified claims, debts and liabilities include the amount of any discount in price or concession that is made available by ad notam to you.
15. **Dispute Resolution.** The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against ad notam, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "ad notam") arising out of or relating to this Agreement, ad notam's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current Commercial Arbitration rules of the American Arbitration Association. 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. 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 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.

16. **Independent Contractors.** No provision of this Agreement will or shall be deemed to create a partnership, joint venture or other combination between ad notam and you. You and ad notam are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is nor will claim to be a legal representative, partner, franchisee, agent or employee of the other party. Each party is responsible for the amounts it incurs arising from this Agreement and for the direction and compensation, and is liable for the actions of, its employees and subcontractors.
17. **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.**
18. **Export.** You acknowledge that the purchased goods licensed or sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. You acknowledge that it is your sole responsibility to comply with and abide by those laws and regulations. Further, under U.S. law, the goods shipped pursuant to this Agreement may not be sold, leased or otherwise transferred to restricted countries or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. You agree not to provide any written regulatory certifications or notifications on behalf of ad notam. ad notam has not tested Products for use in high-risk activities including but not limited to any life sustaining, chemical, or mission critical use. AD NOTAM WILL NOT HAVE ANY LIABILITY FOR ANY DAMAGES ARISING FROM THE USE OF THE PRODUCTS IN ANY HIGH RISK ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, MEDICAL SYSTEMS, LIFE SUPPORT, OR WEAPONS SYSTEMS.
19. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated. Neither party will be liable for any delays resulting from circumstances or causes beyond the party's reasonable control.