



Terms and Conditions of Sale

Subject to the terms and conditions herein, buyer shall have the non-exclusive right to sell, lease, market or otherwise dispose of data storage products, hardware, software and accessories purchased through Alliance Storage Technologies, Inc. (ASTI). Unless a fully executed separate Agreement is in place between ASTI and buyer, these terms and conditions are the "offer" from ASTI. Buyer's completion of ASTI's form for new accounts, or buyer's issuance of a purchase order or providing authorization to invoice in any form, is buyer's "acceptance" of these terms and conditions, and such acceptance shall result in a contract for the sale of ASTI products. Buyer's purchase order is not a "counter offer" nor are any of the purchase order terms applicable, even if buyer's purchase order has statements to the contrary.

PURCHASES: Buyer acknowledges that it is an independent purchaser or reseller of products and not an exclusive distributor. Buyer shall not be considered an agent or legal representative of ASTI.

ORDERS: All purchase orders shall be issued by an officer, principal or authorized agent of the buyer. By placing each order, the buyer confirms its agreement with and acceptance of all terms and conditions listed herein. Orders are subject to acceptance by ASTI and may be refused for any reason. All orders shall be governed by Colorado state law, with Colorado Springs, CO, being the exclusive jurisdiction for the settlement of any disputes.

PRICES: Prices are subject to change without notice and prices charged will be those prevailing at time of shipment unless previously agreed to in writing by ASTI. All prices are F.O.B. ASTI's shipping point unless otherwise agreed in writing.

PAYMENT TERMS: Unless otherwise agreed, payment is due in full prior to shipment. Should ASTI elect, in its sole discretion, to extend net credit terms to buyer, monies owing on all orders are due and payable in accordance with the terms of the applicable invoice. Remittance must include reference to the invoice number. A \$30 fee will be added to all account balances for each returned check. A late charge of 1.5% per month will be added to any amount not paid within the terms of the invoice. All bank charges, including without limitation wire transfer fees, incurred to facilitate buyer's payment to ASTI, shall be buyer's expense.

FREIGHT: Unless otherwise agreed in writing, all orders shall be F.O.B. ASTI's shipping point. All transportation, insurance, handling and freight charges shall be borne by buyer. Buyer shall have the right to appoint a carrier of their choice. Should buyer elect not to appoint a carrier, buyer hereby authorizes ASTI to appoint a carrier to act as buyers' agent to accept title and possession of merchandise on behalf of the buyer at ASTI's shipping point. Risk of loss on all shipments passes to buyer upon ASTI's placement of product with a common carrier or delivery service. Claims for missing or damaged shipments are the sole responsibility of the buyer and must be reported and receipted, according to the facts, to the carrier at the time of receipt. If hidden damage is found upon opening, the buyer shall be responsible for reporting the same to the carrier and retaining packaging for carrier's inspection. **Any claim for missing or damaged products must be made within 3 days of delivery.**

CANCELLATIONS: Buyer shall not be able to cancel, reduce, reconfigure or reschedule orders without ASTI's consent, which shall not be unreasonably withheld. Orders for special-order or custom parts, value-added services and products identified by ASTI as non-standard may not be canceled or returned.

WARRANTY AND LIMITATION OF LIABILITY: All products are sold in accordance with ASTI's Standard Limited Warranty (www.astiusa.com/warranty.pdf). ASTI makes no other warranty, implied or expressed, and is not liable for any incidental, consequential or other damages of any kind. In no event shall ASTI's liability to buyer exceed the purchase price of the product. **ASTI is not responsible for any data stored on buyer's media, and has no liability for any costs associated with any data loss caused by defective media or products.**

RETURNS:

All Returns: In order to return any products to ASTI for any reason, buyer must first obtain a RMA number by returning the RMA Request Form (<http://www.plasmontech.com/rma/index.html>). Buyer may also obtain a RMA Request Form via fax by contacting ASTI. **No returns will be accepted without a RMA number and without ASTI-approved packaging, and freight and insurance prepaid, and the items will be refused and returned to buyer freight collect.** Once a RMA number is obtained, the items must be returned to ASTI within 30 days, with the RMA number clearly marked on the shipping label or outside carton. All items will be inspected and tested upon receipt. Any discrepancy, missing parts or altered products will be returned to the buyer freight collect without credit. All freight, customs, tariffs, etc. for shipments outside the continental USA shall be the sole responsibility of the buyer.

Non-Defective Returns: All non-defective returns will be accepted at the sole discretion of ASTI management. If accepted by ASTI management, non-defective products must be returned within 14 days of receipt by buyer and the return is subject to a **minimum 15% restocking fee**. Non-defective returns must be unused and in original condition and packaging or they will be returned to buyer freight collect. ASTI does not guarantee compatibility with any product or system and can not accept returns of used products. Certain items such as recordable media, SATA drives and software may not be returned.

DOA or Warranty Returns: Returns for Dead on Arrival (DOA) or defective products within the warranty period shall be repaired or replaced in accordance with ASTI's Standard Limited Warranty. In some cases, buyer may be directed to return product directly to the manufacturer or their appointed agent for repair or replacement. If a returned product is found to be non-defective, it will be returned to the buyer freight collect and buyer will be invoiced for a \$250.00 No Trouble Found (NTF) fee.

Returns for Out-of-Warranty Repair: The minimum charges for product repairs are available on the ASTI Price List. ASTI will contact the buyer if the repair estimate exceeds the minimum charge listed. ASTI will not proceed with any repair until the buyer authorizes such work in writing by providing a purchase order for the estimated cost of the repair. If buyer returns a product for repair which is determined by ASTI to be "unrepairable", the buyer will be offered three options: 1) The product will be returned to the buyer freight collect without repair and the buyer will be invoiced \$250.00 for the basic product evaluation fee; or 2) The product will be scrapped by ASTI and the buyer will be invoiced \$250.00 for the basic product evaluation fee; or 3) buyer will have the option to purchase a like-model, new, or remanufactured product at ASTI's then current pricing; and the basic product evaluation fee will be waived.

Returns with Advanced Replacement: ASTI may, at its own discretion authorize an Advanced Replacement RMA, which will result in the first available replacement unit being shipped by the fastest means possible. If ASTI does not receive buyer's defective part within fifteen (15) days of the advanced replacement shipment, buyer will be invoiced for the part at ASTI's then current list price.

Media Recovery Services: ASTI will accept the return of defective media with an approved RMA. ASTI offers basic media recovery services for \$1,500.00 to copy all readable data from customer media to new media. ASTI will not guarantee that all data on the defective media will be readable.