

Sales Agreement

1. Agreement; Other Documents; Changes. You and Marktronix Corporation ("Marktronix") agree that your order is an offer to purchase the products listed in your order ("Products") on the terms and conditions listed below which will become a contract ("Agreement") when accepted by Marktronix via confirmation that specifically references your order or when Marktronix ships to you the Products you ordered, whichever occurs earlier, and the banking, negotiation or other use of any payment shall not constitute an acceptance by Marktronix. When you send your order to purchase Products to Marktronix, that order shall constitute your agreement to these terms and conditions of purchase. You represent you have the legal authority to enter into this Agreement on behalf of yourself or any party you represent.

This Agreement may not be altered, supplemented, or amended by the use of any other document(s). Any such attempt will be null and void unless otherwise agreed to in a written agreement signed by both you and Marktronix.

If any provision of this Agreement is held to be invalid by any law, rule, order or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of this Agreement

2. Governing Law. EXCEPT FOR FLORIDA'S CONFLICT OF LAW PROVISIONS, THE LAWS OF THE STATE OF FLORIDA WILL GOVERN THE SALE.

3. Payment Terms. Marktronix accepts only those credit cards mentioned on the product ordering screens as the payment options for your purchase. Your credit card will not be charged until the Products listed in your order are shipped.

4. Shipping Charges; Customer Location. Separate charges for shipping will be added to the cost of the Products. Marktronix will only accept orders from billing and shipping addresses located within the 50 United States and the District of Columbia. Marktronix reserves the right to limit quantities.

5. Taxes. All applicable local, city, and state taxes are your responsibility and will be applied to the order. You agree to pay these taxes.

6. Title. Marktronix will ship the Products to you from Marktronix's manufacturing or distribution facility, as applicable, with title and risk of loss passing to you upon Marktronix 's delivery of the Products to the first common carrier. Title to any applicable software will remain with the licensor(s).

7. Governmental Authorizations. You are solely responsible for obtaining any licenses or other governmental authorizations related to your use of the Products that may be required by any federal, state or local government agency, and for complying with all rules and regulations imposed by such agencies. Neither Marktronix nor any of its employees is your agent or representative in governmental matters.

8. Warranty. THE STANDARD LIMITED WARRANTY APPLICABLE TO EACH OF THE PRODUCTS YOU PURCHASE UNDER THIS AGREEMENT IS DESCRIBED ON THE SITE. THE ACTUAL LIMITED WARRANTY STATEMENT THAT APPLIES IS INCLUDED IN THE DOCUMENTATION PACKAGED WITH THE PRODUCT. MARKTRONIX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS

OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW AN EXCLUSION OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

Marktronix reserves the right to modify its warranties prospectively at any time, in its sole discretion.

9. Software License. All software is provided subject to the end user license agreement that is part of the package. You agree that you will be bound by the license agreement once the package is opened or its seal is broken. If you don't agree to abide by the end user license agreement, you must return the software to Marktronix, with the software unused, for a refund of your purchase price.

10. 30 Day Money Back Return Policy. Marktronix's "30-Day Money Back Return Policy" that is in effect on the date of invoice applies to the Products you purchase under this Agreement.

11. Products. Marktronix's policy is one of on-going product update and revision. Marktronix may revise or discontinue Products at any time. Marktronix will ship Products that have the functionality and performance of the Products ordered, but differences between what is described in hardcopy or electronic versions of Marktronix Products documentation and what is shipped are possible. The parts and assemblies used in building Marktronix Products are selected from new and equivalent-to-new parts and assemblies in accordance with industry practices.

12. Limitation of Liability. EXCEPT FOR PERSONAL INJURY, MARKTRONIX'S TOTAL LIABILITY WHETHER FOR BREACH OF CONTRACT, WARRANTY, LATE DELIVERY OR NON-DELIVERY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, IS LIMITED TO THE PRICE OF THE PARTICULAR PRODUCT(S) SOLD WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. MARKTRONIX WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

13. Compliance with the Law; Resale Sales and U.S. Government Sales Not Intended. You agree to comply with all applicable laws and regulations of the various states and of the United States and other countries that relate to the Products or this Agreement. The Products are intended for purchase and use only in the United States.

You agree and represent that you are buying for your own internal use only, and not for resale. Marktronix has separate terms and conditions governing purchase for resale.

We're sorry, but Marktronix will not accept any order for the Products from the U.S. government. Marktronix has separate terms and conditions governing the sale of Products to the U.S. government.

14. Export Compliance. The hardware, software, and technology provided to you are subject to the U.S. Export Administration Regulations and may be subject to similar laws, regulations, or requirements in other countries. You agree to comply with the U.S. Export Administration Regulations and such other laws, regulations, or requirements as may apply to your receipt, re-export and use of the hardware, software, and technology provided to you. This provision shall survive the termination of this contract.