

## GENERAL TERMS OF SALE

1. **Scope.** The General Terms of Sale apply to the sale of all Products sold and distributed by or for Rahi Systems (“Rahi”) to the Customer. Any other or inconsistent terms in any document, including without limitation a Purchase Order, from or for the Customer are hereby rejected and do not apply to the sale of Products as set forth in this invoice.

2. **Purchase Orders and Payment.** Customer shall issue to Rahi binding Purchase Orders for each purchase required. All Purchase Orders are subject to credit approval prior to acceptance by Rahi. Purchase is Non-Cancellable and Non-Returnable unless noted otherwise. The prices for Products are set forth in Rahi’s quotation which can be changed at any time upon prior written notice to the Customer. The quoted prices are exclusive of all taxes, freight, duties, and other third-party charges. Unless otherwise agreed to in writing, all payments shall be made in Invoiced Currency and are due and payable 30 days from the date of invoice. In the event that payment is not received in such thirty days, any unpaid balance will bear interest at the rate of one and one-half percent (1 ½%) per month. Customer is responsible for all costs and expenses incurred by Rahi in collecting any sums owing by Customer (which may include, but are not limited to, collection agency and reasonable attorneys’ fees). Lead Times mentioned can vary daily and inventory in-stock must be verified after placement of the Purchase Order. If Customer has any competing quote, it shall be verified with Rahi’s Account Manager for authorized and genuine parts being provided.

3. **Transportation.** Shipping and Insurance are billed as-is unless included on the quote. Rahi is not responsible for loss or damage of goods in the transit.

4. **Title and Risk of Loss.** Title to, and risk of loss for, the Products shall pass to Customer upon delivery of the Products to a common carrier. Customer hereby grants Rahi a security interest in the Products until the invoice covering the Products has been paid in full. Customer also irrevocably appoints Rahi as its lawful attorney-in-fact with full authority to execute any necessary documents to perfect and enforce its security interest. The foregoing notwithstanding, any software incorporated into Products is licensed, not sold.

5. **Warranty and Limitation of Liability.** Rahi provides 100% manufacturer warranty coverage on all the parts quoted (“Warranty Period”). For purposes of this Agreement the term “defect” shall mean the Product fails to operate or fails to conform to its applicable specifications. Any claim made pursuant to this Agreement shall be asserted or made in writing only by Customer. Customer shall comply with Rahi’s Standard Return Merchandise Authorization (“RMA”) procedure for all warranty claims as set forth in Rahi’s operation manual and website ([www.Rahitech.com](http://www.Rahitech.com)). Customer must return Products in original packaging and in good condition. This limited warranty does not include labor, transportation, or other expenses to repair or reinstall warranted Products on site or at Customer’s premises.

Rahi reserves the right to investigate any warranty claims to promptly resolve the problem or to determine whether such claims are proper. In the event that after repeated efforts Rahi is unable to repair or replace a defective Product, then Customer’s exclusive remedy and Rahi’s entire liability in contract, tort, or otherwise shall be the payment by Rahi of Customer’s actual damages after mitigation, but shall not exceed the purchase price actually paid by Customer for the defective Product.

Rahi shall have no responsibility or liability for any Product, or part thereof, that (a) has had the Serial Number, Model Number, or other identification markings altered, removed or rendered illegible; (b) has been damaged by or subject to improper installation or operation, misuse, accident, neglect and/or has been used in any way other than in strict compliance with Rahi’s operation and installation manual; (c) has become defective or inoperative due to its integration or assembly with any equipment or products not supplied by Rahi; (d) has been repaired, modified or otherwise altered by anyone other than Rahi and/or has been subject to the opening of any sealed cabinet boxes without Rahi’s prior written consent. If any warranty claim by Customer falls within any of the foregoing exceptions, Customer shall pay Rahi its then current rates and charges for such services.

THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. RAHI SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, EVEN OF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Property Rights.** Customer shall not modify, reverse engineer, improve, copy, or otherwise change any Product or parts thereof. Customer shall not remove Rahi trademark notices, copyright notices, patent markings, or mask work notices on or in the Products or on any other materials supplied by Rahi. Paragraph 6 shall survive any termination of this Agreement and shall be specifically enforceable by injunctive and other relief against Customer in the event of Customer’s breach since both parties agree that Rahi will be irreparably harmed and money damages would be inadequate compensation to Rahi for Customer’s breach.

7. **Waiver.** Rahi shall not be deemed to waive any default of this Agreement unless Rahi signs a written waiver.

8. **Indemnity.** Customer shall indemnify, defend, and hold Rahi harmless from all claims, damages, expenses, liabilities, and losses, including without limitation attorney’s fees and costs, that arise out of or relate to (a) the manner in which Customer or any of its customers or end users use or operate the Products; (b) any personal injuries, property damages, or other losses resulting or occurring from the willful or negligent acts or omissions of Customer, its customers, or end users; (c) defects or other problems with other component parts, equipment, or materials produced or supplied by anyone other than Rahi and that may be used with the Products; or (d) Customer’s transactions with its customers, end users, or other parties regarding the Products.

9. **Attorney’s Fees.** In a dispute under this Agreement, the prevailing party shall be entitled to attorney’s fees and costs incurred.

10. **Force Majeure.** Rahi shall not be liable for any failure to perform or other loss due to unforeseen circumstances or causes beyond its control, including without limitation acts of God, strikes, material or transportation shortages, natural casualties, governmental regulations, war, fire, flood, disasters and civil unrest.

11. **Entire Agreement and Severability.** This Agreement is the sole and entire agreement between the parties (except for the price or the shipment schedule for the Products contained in Rahi’s quotation or Customer’s purchase order accepted by Rahi) and shall not be amended except by a subsequent written document executed by Rahi. If any provision of this Agreement is held by a court of competent jurisdiction to be void, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

12. **Governing Law and Venue.** This Agreement shall be construed and enforced according to the laws of products sold.

13. **Export.** Customer warrants that it shall not directly or indirectly export, transfer, or in any way distribute any of the Products, or parts thereof, or any technical data to any country or territory that is prohibited from receiving such materials under any applicable law.

14. **Assignment.** Customer shall not assign, transfer, or otherwise encumber this Agreement or any part thereof without Rahi’s prior written consent, which shall not be unreasonably withheld.

15. **Claims for Damages Occurring During Transit.** It is the responsibility and duty of the Customer to promptly inspect any and all of Seller’s products delivered to Customer under this Purchase Order (“Products”). ***If Customer fails to notify Seller in writing (including reasonable detail and, if reasonably appropriate or upon request of Seller, photographs of the damage) of any patent defects or damage to any Product within fifteen days after delivery of the damaged Product or Products, Seller shall have no liability to Customer for such defects or damage.*** Any such failure to notify Seller of patent defects or damages will constitute an express waiver of any claim Seller may have arising out of such defects or damages. As used in this section, “patent defects or damages” means defects or damages that are plainly visible or that can be discovered by such an inspection as would be made in the exercise of ordinary care and prudence.