

Terms and Conditions of Sale

TEMPLER SYSTEMS, LLC. ("TEMPLER SYSTEMS") expressly conditions its sales on the following terms and conditions:

Product Returns

TEMPLER SYSTEMS offers a 30-day return policy on all products.

Purchasers, (hereafter "Customer") must contact TEMPLER SYSTEMS to initiate product return request and complete a Return Merchandise Authorization (RMA) form within thirty days of the shipment date. The Return Material Authorization number issued to Customer by TEMPLER SYSTEMS must be visible on all returned goods. Unauthorized returns will be refused at the receiving dock. See RMA form for further details. A 15% restocking fee may apply.

Errors and Omissions

TEMPLER SYSTEMS makes every effort to ensure the accuracy of published information, including prices and inventory, however, errors or omissions may occur. TEMPLER SYSTEMS does not guarantee the accuracy of any such published information, and Customer agrees to waive any claims or damages against TEMPLER SYSTEMS and to further hold TEMPLER SYSTEMS harmless from same arising in any manner from any published information, inaccurate or otherwise. If an error is made and a product is listed at an incorrect price or is unavailable, TEMPLER SYSTEMS shall maintain the right to refuse or cancel any orders placed at the incorrect price or for unavailable product. If the order has been confirmed and charged to your credit card, your account will be adjusted accordingly.

Non-U.S. Sales

Sales of our products must comply with all applicable laws and regulations, including but not limited to U.S. Commerce Department Regulations and State Department restrictions.

Standard Terms and Conditions of Sale

Customer acknowledges agreement with these Terms and Conditions by the placement of an order to purchase product from TEMPLER SYSTEMS.

1. New Customers

- Initial order from all new Customers will require payment in advance to expedite order and ensure immediate processing and shipment
- To establish terms, a completed credit application is required
- If tax-exempt, a sales tax exempt certificate is required

Credit evaluation requires 48 to 72 hours to complete.

2. Payment Methods - Standard Company Terms Net 20

TEMPLER SYSTEMS accepts Purchase Orders, Checks, Money Orders and Wire Transfers.

All invoices are due net 20 days from date of invoice unless otherwise specified. All past due accounts may be subject to a services charge of 1 ½% per month (18% per annum). If it becomes necessary to place an account with an attorney for collection, all costs incurred, including reasonable attorney fees, are paid by the Customer. Ownership of product does not transfer and TEMPLER SYSTEMS retains title to product, until payment has cleared through TEMPLER SYSTEMS's bank.

3. Taxes

The Customer shall pay all taxes applicable to products ordered unless Customer provides TEMPLER SYSTEMS with a tax exemption certificate acceptable to taxing authorities. On international shipments, duties and taxes are the Customer's responsibility and are paid directly by the Customer.

4. Price and Quotations

- Unless otherwise specified, all prices are subject to change without notice. All invoice prices are those in effect at the time of shipment unless agreed upon in writing in advance. Quotations and prices do not include applicable State and Local taxes and do not usually include freight charges.
- Payment is due before shipment, unless credit terms have been arranged in writing in advance with TEMPLER SYSTEMS's Accounting Department.
- TEMPLER SYSTEMS collects sales and use taxes for sales shipped to New York and Massachusetts. TEMPLER SYSTEMS shall not be liable for handling or customs charges for shipments outside the United States.
- All pricing information in published literature and on our Web site is current at the time of publication and is provided for general information and estimating purposes only. Published prices are not quotations or offers to sell, and TEMPLER SYSTEMS does not guarantee the accuracy of same. Customers shall not rely on same but should contact TEMPLER SYSTEMS to confirm prices, quotes and availability of product. (See section on Errors and Omissions for further details.).
- All quotations are subject to termination by TEMPLER SYSTEMS International, Inc. at any time prior to receipt and subsequent acceptance of the Customer's Purchase Order.

5. **Shipping**

All shipments are F.O.B. Tyngsboro, MA.

Customer is responsible for prepay and add freight charges on invoice unless freight collect is designated on Customer's PO and a valid shipper number is provided. TEMPLER SYSTEMS reserves the right to invoice Customer for bill back of freight charges if Customer provides incorrect information or refuses to pay courier directly.

6. **Manufacturer License Agreements**

TEMPLER SYSTEMS is in the business of procuring, refurbishing, and reselling used networking technology assets. Some assets require licensed software, which works in conjunction with the physical equipment or hardware. Many of the OEM manufacturers' licensing terms and conditions state that these licenses are non-transferable and that a customer who buys such used equipment must re-license the software to be used in conjunction with the physical equipment.

TEMPLER SYSTEMS standard terms and conditions dictate that we are in the business of reselling the physical used technology assets, commonly known as hardware, and that we do not resell the software that may be loaded on these systems. Our customers are responsible for complying with OEM manufacturer licensing terms and conditions. TEMPLER SYSTEMS does not warrant any software revision levels or load software on any products we sell.

7. **International Shipments**

Products sold internationally may be exported from the United States only in accordance with Export Administration Regulations. Diversion contrary to United States law is prohibited and Customer agrees to waive any claims against TEMPLER SYSTEMS for damages or costs and to further indemnify and defend TEMPLER SYSTEMS for any damages, claims or costs related in any way to Customer's improper diversion. Duties and taxes are the Customer's responsibility and are paid directly by the Customer.

8. **Limited Warranty**

In conjunction with the 30-Day Return Policy on all products, TEMPLER SYSTEMS offers a Standard 90-Day Limited Warranty to Resellers and a Standard 1-Year Limited Warranty to End-Users. All TEMPLER SYSTEMS warranties are calculated from the date of shipment. Note that some products have a specified warranty term listed with the product description. This specified warranty supersedes the standard offering. Terms are as follows:

- Product is fully tested prior to shipment, and TEMPLER SYSTEMS warrants product will be 100% operational upon delivery, provided the equipment sustains no damage during transport.
- Products returned due to incompatibility issues are not considered defective and may be subject to a 15% restocking fee.
- It will be at TEMPLER SYSTEMS's sole discretion whether to resolve warranty claims through product replacement, repair, or credit on account. These three options are available to customers under TEMPLER SYSTEMS's limited warranty programs. In no event shall TEMPLER SYSTEMS be liable for special, incidental, or consequential damages, including but not limited to loss of profit or opportunity. TEMPLER SYSTEMS's liability for repair, replacement, or credit on account will not exceed the original purchase price of the defective equipment.

- TEMPLER SYSTEMS's 1-Year Limited Warranty for End Users is applicable only to the original purchaser of the equipment.
- Claims for DOA products under all TEMPLER SYSTEMS limited warranties must be made within 30 days of product receipt by contacting TEMPLER SYSTEMS prior to the 30-day expiration date.
- Limited warranties offered by TEMPLER SYSTEMS do not cover products damaged through misuse or improper installation, operation, or modifications.
- A Return Material Authorization (RMA) number is required for all product returns. Unauthorized returns will be refused at the receiving dock. Once product is received at our warehouse in Massachusetts and internal RMA procedures are completed, Customer's account will be adjusted accordingly.
- This warranty does not cover product damaged during shipping - other terms and conditions may apply.
- Should products be defective, the following procedure must be followed:
 1. Customer must contact TEMPLER SYSTEMS to initiate product return request and complete a Return Merchandise Authorization (RMA) form.
 2. At TEMPLER SYSTEMS' discretion, an engineer may contact the Customer to troubleshoot and attempt to resolve product issues over the phone.
 3. Subject to the limited warranty, the Product will be repaired or replaced at TEMPLER SYSTEMS' discretion. If product is not repairable, Customer's account will be adjusted accordingly. In no event shall TEMPLER SYSTEMS be liable for damage in excess of purchase price.
 4. This warranty does not apply to damages as a result of an act of God, acts or omissions of third parties, misuse, or improper installation and will be deemed null and void if our products are in any way altered or modified after delivery.
 5. Customer is responsible for properly packaging equipment and shipping back to TEMPLER SYSTEMS in the condition received. RMA# must be referenced on all shipment documentation..

9. Limitations of Liability

In no event shall TEMPLER SYSTEMS be liable for special, incidental, or consequential damages, including but not limited to loss of profit or opportunity. Customer's sole remedies are stated in these Terms and Conditions of Sale. TEMPLER SYSTEMS' liability for repair or replacement will in no way or event exceed original purchase price.

10. Exclusive Agreement

These Terms and Conditions of Sale represent the complete and final agreement between the Customer and TEMPLER SYSTEMS for the matters set forth herein and may be supplemented only by prices, quantity and description outlined in TEMPLER SYSTEMS's invoice for the relevant sale. Terms contained in Customer's purchase order, offers to buy, terms and conditions, and the like shall have no effect, and shall not become part of any sale.

11. General

These Terms and Conditions of Sale and any transactions made under them shall be interpreted by and be subject to the laws of the State of Massachusetts without regard to its conflict of laws principles. In the event any proceedings or suit is brought regarding these terms and conditions and the subject hereto, such suit shall be brought in the courts of Middlesex County, Massachusetts, or the United States District Court of Massachusetts.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.

TEMPLER SYSTEMS shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, terrorism, and embargo.

These Terms and Conditions of Sale may be modified from time to time by TEMPLER SYSTEMS without notice, and are current as of the date of the then current catalog or Web site. Please refer to the current catalog or Web site.

LEGAL NOTICES

Disclaimer

While TEMPLER SYSTEMS uses reasonable efforts to include accurate and up-to-date information on this Website, TEMPLER SYSTEMS makes no warranties or representations as to its accuracy. TEMPLER SYSTEMS assumes no liability or responsibility for any typographical or other errors or omissions in the content of this site. In the event that a product is listed at an incorrect price or with other incorrect information due to a typographical or other error, TEMPLER SYSTEMS reserves the right to refuse or cancel any orders placed for the product listed incorrectly. TEMPLER SYSTEMS shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and/or your credit card has been charged. If your credit card has already been charged for the purchase and your order is canceled, TEMPLER SYSTEMS shall issue a credit to your credit card account in the amount of the charge.

Limitation and Liability

TEMPLER SYSTEMS and/or its respective suppliers make no representation about the suitability of the information contained in the documents and related graphics and/or software published on any server for any purpose. All such documents and related graphics are provided "As Is" without warranty of any kind and are subject to change without notice. The entire risk arising out of their use remains with the recipient. In no event shall TEMPLER SYSTEMS and/or its respective suppliers be liable for any direct, consequential, incidental, special, punitive, or other damages whatsoever (including without limitations, damages for loss of business profits, business interruption, or loss of business information and Customer agrees to hold TEMPLER SYSTEMS and its suppliers harmless from, and to defend same from any and all claims, costs or damages of any kind whatsoever arising from any representation or misrepresentation in any way arising from Web site and/or said documents, graphics, and software.).

Trademarks

TEMPLER SYSTEMS, LLC and the names of TEMPLER SYSTEMS products and services referenced herein are trademarks and/or service marks or registered trademarks and/or service marks of TEMPLER SYSTEMS, LLC.

Other product and company names mentioned herein may be trademarks and/or service marks of their respective owners.

Links to Third-Party Sites

Linked sites are not under the control of TEMPLER SYSTEMS and TEMPLER SYSTEMS is not responsible for the contents of any linked site or any link contained in a linked site. TEMPLER SYSTEMS provides links to you only as a convenience, and the inclusion of any link does not imply endorsement by TEMPLER SYSTEMS of the site, or contents thereon. Customer agrees to waive any claims for damages or costs, and to further hold TEMPLER SYSTEMS harmless and to defend from same, of any kind whatsoever, arising from in any manner whatsoever said links or linked sites or content thereon.

Promotions

All the promotions are subject to availability and inventory. TEMPLER SYSTEMS reserves the right to change, alter, or cancel promotions at any time without notice.