

TERMS AND CONDITIONS

All sales made by Data Direct, Inc. (Data Direct) to its customers (Purchaser) are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be indicated by any of the following whichever occurs first: (A) Purchaser's written acknowledgment hereof (B) Purchaser's acceptance of any shipment of any part of the items ("Products") specified for delivery, or (C) any other act or expression of acceptance by Purchaser. No terms or any order shall be effective to alter these conditions of sale unless by Data Direct's agreement.

1. DELIVERY

Delivery will be made F.O.B. origin as determined by Data Direct (Seller). Title to the products sold hereunder and all risk of loss or damage shall pass to the Purchaser upon delivery by Data Direct to the carrier, to Purchaser's or Purchaser's representative at Data Direct's facility or Data Direct's agents and/or suppliers facility. Data Direct reserves for itself, and Purchaser grants to Data Direct, a security interest in all products purchased from Data Direct to secure the full payment and performance by Purchaser of its liabilities and obligations hereunder. Purchaser shall notify Data Direct within seven (7) business days after delivery, of any claimed shortages or rejection as to any delivery. This notice shall be in writing and shall be reasonably detailed, stating the reason for any rejection. Failure to provide such notice within such time shall be deemed an acceptance in full of any such delivery. In the case of carrier loss or damage, Purchaser shall bear complete and exclusive responsibility for promptly advising the carrier of said loss or damage.

2. CREDIT & PAYMENT

Purchaser shall provide to Data Direct all financial information reasonably requested by Data Direct for the purpose of establishing credit. Data Direct reserves the right, with or without notice to change or revoke Purchaser's credit limit based upon Purchaser's payment record and/or changes in Purchaser's financial condition.

Purchaser agrees to make payment in full to Data Direct for all amounts due according to Data Direct's invoice(s). Purchaser also agrees to pay Data Direct interest, an amount equal to 1-1/2% per month, or the maximum provided by law (whichever is less) for invoice amounts that are past due. Should Purchaser default in any such payment(s), Data Direct shall have the right, without notice to Purchaser, to declare all invoice amounts due and payable. In the event that Data Direct should commence any action or actions, or otherwise seek to enforce this agreement against Purchaser or guarantor, Purchaser agrees to pay reasonable attorney(s) fees, court costs, and other expenses, incurred by Data Direct whether or not a suit is filed. Purchaser shall also pay an additional 30% of the unpaid balance. Unless otherwise stated on the front of the invoice, payment shall be due within thirty (30) days from the date of the invoice. Data Direct reserves the right at any time however, to require payment in advance or C.O.D., or otherwise to modify, suspend or terminate any credit terms previously extended to Purchaser. Credit Cards will only be accepted at time of order placement.

3. PRODUCT RETURNS

Purchaser must obtain a valid Return Material Authorization (RMA) number from Data Direct for all returns. Visit our website at <http://www.datadirectinc.com> for complete details on our returns procedure & policy.

Sales Error: A return authorization number must be requested through Data Direct's Customer Service Department within thirty (30) days of the invoice date.

Customer Error: A fifteen (15%) percent restocking charge will be assessed for customer errors. A return authorization must be requested within 30 days of the invoice date. Returns must be in the original packaging and factory sealed where applicable. If product is not returned in salable condition, it will be returned to the Purchaser. Special order items are not returnable.

Freight: All returns must be sent freight pre-paid. Freight will only be credited as a result of an error made by Data Direct.

4. WARRANTY

Product warranties are provided by the manufacturer of the Products. Data Direct makes no warranties whatsoever. Data Direct's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective products. It is the Purchaser's responsibility to notify Data Direct in a timely manner of any potentially faulty product. DATA DIRECT MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN. IN NO EVENT SHALL DATA DIRECT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. DATA DIRECT DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE.

5. LIMITATIONS OF LIABILITY

Data Direct shall not be liable for any loss, damage or penalty resulting from failure to perform or delay due to causes beyond the reasonable control of Data Direct, including but not limited to supplier delay, natural causes, act of war, fire, labor disputes, transport failures, unavailability or shortage of parts, and failure or destruction of plant or equipment. DATA DIRECT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR PRODUCTS, INCLUDING BUT NOT LIMITED TO DAMAGES FROM LOST PROFITS, LOSS OF USE, OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES.

6. GENERAL

These terms and conditions, which include Data Direct's product return policy, shall constitute the final and complete agreement between Purchaser and Data Direct. No additional or different terms or conditions, whether material or immaterial, shall become part of any sales agreement unless expressly accepted in writing by an authorized officer of Data Direct.