

COMPUAGE INFOCOM LIMITED- SALES TERMS AND CONDITIONS

All sales made by COMPUAGE INFOCOM LIMITED ("Compuage") to its customers/Purchasers are subject to these terms and conditions (T&C). Purchaser's acceptance of these T&C shall be made by either (i) Purchaser providing a purchase order to Compuage or (ii) Purchaser's acceptance of any Product from Compuage, whichever occurs first. These T&C shall apply for every Product sold by Compuage. Any other terms and conditions stipulated from time to time shall be over and above these terms unless specifically agreed by Compuage in writing.

1. ORDERING

Prior to placing an order, Purchaser must have an active Compuage Customer Code/Number and Purchaser's account must be current and in good standing. Purchaser must provide Compuage with complete Product order information as required by Compuage, which includes the (i) Product description, (ii) unit quantity, (iii) Compuage SKU number and/or vendor part number, (iv) current unit price as provided by Compuage, and (v) correct shipping address. Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or other specified third party. Compuage reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser shall not disclose any confidential information when ordering from Compuage. Purchaser may place orders over telephone, via facsimile, and via Compuage-approved electronic ordering methods by quoting Compuage customer code/number in the Purchase Order

(PO). Compuage will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Compuage's acceptance of any order from Purchaser immediately makes these T&C applicable in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's PO or submitted by Purchaser shall not be applicable unless specifically agreed by Compuage in writing. Orders for direct shipment to Purchaser's customers or Special Order Products may require prepayment and may be subject to additional fees. Compuage will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from Compuage that backordered Product is available for shipment. All Products sold to Purchaser hereunder are for resale to end users (who purchase for internal use) **or to the reseller, as the case may be**, in the country (ies) as authorized by the manufacturer or publisher of the Product.

All Product pricing, description and availability information ("Information") provided by Compuage, in any form, is the property of Compuage. Compuage hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use, only for the purposes of Purchaser's sales and purchases of Products sold by Compuage. If Compuage provides Information to Purchaser electronically, Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. **COMPUAGE MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS."** **COMPUAGE HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

2. PRICE

All prices are subject to change without prior notice and will be established at time of order acceptance by Compuage. Order acceptance and sale by Compuage occurs at time of shipment. Prices for backordered Products are subject to change without prior notice.

3. SHIPMENT AND DELIVERY

A. India Shipments - For Product shipments to an address within the geographical territory of India, shipment will be made by Compuage via its standard transportation and risk of loss and damage to Product will transfer to Purchaser upon Compuage tendering the Product for delivery at Compuage Warehouse in case of Customer Collect Shipments or to the designated address & Delivery Terms specified on the Purchaser's PO. For all orders **certain value and below will be charged with appropriate freight as may be determined from time to time.** Additional charges may apply for unusually heavy or bulky items. If Purchaser requests special shipping or handling including without limitation, expedited shipment, third-party billing, or freight collect, Purchaser shall bear all risk of loss and damage to the Product in transit and is responsible for filing claims with the carrier and all freight and handling costs will be borne by the Purchaser. COD and additional fees may also apply. Purchaser shall examine all Products upon receipt and shall notify Compuage immediately of all discrepancies or if rejection is intended. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection and should be noted on transit document. Failure to give such notice within the time specified herein shall be deemed an acceptance of the Products as of the date of shipment.

B. International Shipments - **THE PURCHASER IS NOT ALLOWED TO, DIRECTLY OR INDIRECTLY, SELL THE PRODUCTS OUTSIDE THE GEOGRAPHICAL LIMITS OF INDIA WITHOUT OBTAINING THE PRIOR APPROVAL FROM COMPUAGE AND /OR VENDOR.**

C. Title - For all shipments, title to Product remains with Compuage until Compuage receives full payment. Until full payment for Product has been made to Compuage, Purchaser must store Product separately from the other goods in the custody of the Purchaser and ensure that Compuage Products are readily identifiable as the property of Compuage.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to Compuage all financial information reasonably requested by Compuage from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Compuage shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall promptly notify Compuage of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. Compuage shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Compuage's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any Compuage invoice without Compuage's express written approval (such approval need to be duly

signed by the Branch Manager or above designated representative of Compugage), which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by Compugage. A service charge of the lesser of two (2%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard and VISA) issued by Bank acceptable to Compugage, will only be accepted subject to a charge at the rate of two percent (2%) of the price invoiced. Payment by telegraphic transfers, cashier orders, demand drafts or cheque (subject to clearance) will be allowed. Payment by any other method will be subject to Compugage's express written approval. If Purchaser fails to make timely payment of any amount invoiced hereunder, Compugage shall have the right, in addition to any and all other rights and remedies available to Compugage at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of Compugage under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute or any other statute relating to insolvency or protection of the rights of creditors, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute or any other statute relating to insolvency or the protection of rights of creditors is filed against Purchaser, or if a receiver, manager, liquidator or trustee is appointed to take possession of the assets of Purchaser.

5. TAXES

Purchaser shall bear applicable state and other government taxes (such as sales, use, customs, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to Compugage prior to shipment if they are to be honored.

6. WARRANTY

Product warranties, if any, are provided by the manufacturer or publisher of the Products. Compugage makes no warranties whatsoever. IN NO EVENT SHALL COMPUGAGE BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. COMPUGAGE DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. COMPUGAGE MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

7. PRODUCT RETURNS

A. Requirements - Purchaser must obtain a valid Return Material Authorization ("RMA") number from Compugage for all returns. RMAs will be issued, at Compugage's sole discretion, in accordance with these T&C and its customer services policy. Purchaser must provide its Compugage Customer code/invoice number and all other information as required by Compugage for all returns. RMAs are valid for fourteen (14) calendar days from the date of issuance. Purchaser must allow for in-transit time for Products to be returned to Compugage, as Compugage must physically receive Products within the fourteen (14) calendar days. RMAs will be issued for authorized returns under one of the following categories: (i) defective Products, (ii) billing or shipping discrepancies, or (iii) damaged Product (notified at the point of receipt by the Purchaser). (iv) Specific reasons as approved by the Compugage - and a valid RMA number issued by the Central Customer Service. Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to Compugage. Compugage will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above and associated documents. Over Goods are unauthorized returns. Any Products received by Compugage (i) without a valid RMA number, including Product shipments refused by Purchaser or Purchaser's customer except those damaged in transit from Compugage to Purchaser or from Compugage to Purchaser's customer, (ii) later than fourteen (14) calendar days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Over Goods. Compugage will return Over Goods to Purchaser or Purchaser's customer, and will charge Purchaser a processing fee per shipment plus related freight charges **as may be determined from time to time**. If Purchaser refuses the shipment of Over Goods from Compugage or returns the Over Goods to Compugage a second time without Compugage's prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against Compugage for credit related to such Products. Notwithstanding anything to the contrary, Compugage reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from Compugage.

B. Defective Product Returns - Defective returns are only for Products purchased from Compugage that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request for an RMA as per the Vendor Policy against a defective products purchased from Compugage Upon receipt of the defective Product for which the RMA was issued, Compugage may test the Products and may return to Purchaser, at Purchaser's expense, if that Products found not to be defective And /or the Product carries physical damage. Upon verification that the returned Product is defective, Compugage may, at Compugage's sole discretion or as defined in the Vendor policy, either (i) repair the defective Product, (ii) ship Purchaser a replacement Product or a equivalent product, or (iii) provide Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. Compugage reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. Compugage shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.

C. Damaged Product Returns - Damaged Product returns are only for Products purchased from Compugage and shipped by Compugage that are damaged in transit from Compugage to the Purchaser or from Compugage to the Purchaser's customer. Purchaser or Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in

damaged condition it should be recorded on the shipping documents at the time of receipt. Failure to notify at the time of receipt, shall be deemed acceptance of the Product as of the date of shipment.

8. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from Compuage that were invoiced or shipped incorrectly. These include lost shipments, short shipments (notified at the time of receipt of material), wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within three (3) calendar days of delivery of Products. In addition, Purchaser must notify Compuage of any billing discrepancies related to Purchaser's authorized returns within three (3) calendar days of invoice date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

9. PATENT AND TRADEMARK INDEMNITY

COMPUAGE SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS.

10. LIMITATION OF LIABILITY

COMPUAGE SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE TO PROPERTY OR OTHERWISE, OR INJURY INCLUDING BODILY INJURY/DEATH THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL COMPUAGE BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE T&C BY COMPUAGE, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL COMPUAGE BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH COMPUAGE'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION COMPUAGE SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL COMPUAGE HAVE ANY LIABILITY FOR ANY PRODUCTS USED FOR AVIATION, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS.

11. COMPLIANCE TO U.S. EXPORT LAWS AND OTHER RELEVANT EXPORT CONTROL LAWS

Purchaser acknowledges and shall advise its customer that the product, equipment, technology and/or software ("Product(s)") supplied hereunder may be subject to the controls of the United States Department of Commerce or other relevant export control laws, and that the Products may require authorization prior to export, re-export or transfer in-country to any Customer in India who is required to obtain a license before the purchase of the Product. Specifically, purchaser agrees that it will not directly or indirectly export, re-export, transfer in-country, or transfer of the Product to any Customer in India who is required to obtain a license before the purchase of the Product or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not directly or indirectly export, re-export or transfer in-country any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce or other relevant authority (ies). Purchaser further warrants that it will not export, re-export or transfer in-country directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Order issued by the United States. Purchaser further warrants that the Purchaser shall communicate and stipulate all the above stated conditions to the Purchaser's Customer.

12. COMPLIANCE TO ANTI-CORRUPTION LAWS

Purchaser must comply and ensure that all its employees, officers, Directors, agents, resellers, representatives, etc. of the Purchaser complies with all anti-corruption laws in the country (collectively referred to as Anticorruption laws). Under the anti-corruption laws, it is illegal and it is prohibited to pay, offer to pay or authorize to pay or offer (directly or indirectly) any money or anything of value to a government official or the immediate family of any such official, a *political party* or a *party official*, or any *candidate* for political office, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser or Compuage in obtaining or retaining business, or securing an improper advantage.

13. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with Compuage will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind Compuage, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of Compuage or in Compuage's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and Compuage as partners, employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on behalf of Compuage's or the manufacturer or Publisher of the Products.

14. MANUFACTURER, PUBLISHER, AND SUPPLIER RESTRICTIONS

If authorization for resale is required by the manufacturer or publisher of any Product, then Compuage will not be obligated to sell such Product to Purchaser unless Compuage has received notification of such authorization from the manufacturer or publisher. All Products delivered to Purchaser hereunder may have additional restrictions on their use required by the

manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any supplier prohibits Compuage from selling specific Products to Purchaser, then Compuage reserves the right not to sell such Products to Purchaser.

15. CHOICE OF LAW/CHOICE OF FORUM

These T&C (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of India, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these T&C exclusively in, and hereby submits to the jurisdiction of India. The courts situated in Mumbai will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these T&C. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these T&C.

16. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (ii) facsimile subsequently to be confirmed in writing pursuant to item (i) above. Notices to Compuage shall be sent to: Legal Department, COMPUAGE INFOCOM LIMITED, 601, D- Wing, Lotus Corporate Park, Ram Mandir Lane, Jai Coach Junction, Western Express Highway, Goregaon (E), Mumbai - 400 063, INDIA., Notice to Purchaser shall be address as per the above procedure to the address as stated in Purchaser's registration form.

17. BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, Compuage may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

18. PARTIAL INVALIDITY

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

19. NO WAIVER

Failure or delay of Compuage to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

20. CAPTIONS

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

21. GENERAL

These terms and conditions, as published on Compuage's Web site located at www.compuageindia.com at the time of sale, are the official terms and conditions of sale between Compuage and Purchaser and may be amended from time to time without prior notice at Compuage's sole discretion.

I/we have read and fully understood the above terms and conditions and we agree for the same and also undertake to comply vide the Signature affixed below.

Signature: _____

Signatory Name: _____

Title: _____

Company / Firm Name: _____

Date: _____

Place: _____

Stamp: _____