

Terms and Conditions of Sale

1. Application of Terms and Conditions: These Terms and Conditions shall apply to all transactions in goods and/or services by Catalyst Technology Group USA hereby referenced as CATALYST, to any Customer and shall apply in place of, and prevail over, any terms or conditions contained or referred to in the Customer's purchase order or in correspondence or elsewhere or implied by trade custom practice or course of dealing unless specifically agreed to in writing by CATALYST.

2. Warranty: CATALYST warrants its products for a period of 30 Calendar days from the original invoice date with the exceptions of used and demo products as outlined below. Beyond the 30 Calendar days, any remaining warranty will be that which is remaining with the manufacturer only, if any. CATALYST will not warranty any item past the 30 Calendar days from the date of original invoice. Used and Demo products are sold as-is with no warranty unless otherwise noted on the front of the invoice for that particular product. The warranties set forth above are in lieu of any other warranty, express or implied, including any warranty of merchantability or any warranty of fitness for a particular purpose, of or by CATALYST or the manufacturer. The foregoing warranties, and the Customer's exclusive remedy hereunder, shall be limited at CATALYST's election to any one of the following: (a) trade credit, (b) repair by CATALYST or by persons designated by CATALYST of any products found to be defective in violation of the foregoing warranties, or (c) replacement of any such product. Under no circumstances shall CATALYST's liability exceed the cost of the defective or damaged product. In addition, the customer agrees that CATALYST does not offer cash refunds in any form. Except as set forth in this paragraph, there are no representations or warranties of any kind by CATALYST or any person who is an employee or other representative or affiliate of CATALYST, expressed or implied, with respect to the condition or performance of any products, their merchantability or fitness for a particular purpose, or with respect to any other matter relating to any products. The Customer acknowledges that except as set forth in this paragraph neither CATALYST nor any other person has made, and the Customer has not relied upon, any express or other warranty or representation (including, without limitation, advertising materials, brochures, or other descriptive literature) concerning any products.

3. Liability: CATALYST shall have no liability or obligation to the Customer or any other person for any claim, loss, damage, or expense of any kind caused in whole or in part, directly or indirectly, by the inadequacy of any products for any purpose, deficiency, or defect in any products, whether or not covered by any warranty, the use or performance of any products, any interruption or loss of service, delay in shipment, or any special, direct, indirect, incidental, or consequential damage or loss, however caused and including, without limitation, personal injury or loss of business or profit, or other damage, whether or not the Customer shall have informed CATALYST of the possibility or likelihood of such or any other damages. CATALYST shall have no liability for defects in goods caused by any act, neglect, default or misuse by the Customer or any third party. CATALYST shall have no liability for damage to, shortage of, or loss of goods or any part thereof in transit unless the Customer has notified CATALYST's RMA Department of any such claim within 24 hours of receipt of goods. CATALYST's complete liability to the Customer, whether for negligence, breach of contract, misrepresentation, or otherwise shall in no circumstances exceed the cost of the defective, damaged, or undelivered goods which gave rise to such liability, as determined by net price invoiced to the Customer.

4. Product Liability: The products to be supplied hereunder are not intended for use in life support systems, 911 or other emergency call centers, human implantation system, air or rail traffic control, or nuclear facilities or systems.

5. Title: All goods are supplied to the Customer by CATALYST on the following terms: (1) Goods shall remain sole and absolute property of CATALYST as legal and equitable owner until the Customer has paid to CATALYST the agreed price together with the full price of any other goods subject of any other contract between the parties. (2) Until such payment, the Customer shall be in possession of goods solely as bailee for CATALYST and in a fiduciary capacity, and shall store goods in such a way as to enable them to be identified as CATALYST's property. (3) CATALYST reserves the immediate right of re-possession of any goods to which it has retained title as aforesaid, and thereafter to resell same, and for this purpose the Customer grants an irrevocable right and license to CATALYST's servants and agents to enter upon or into any and all of its premises or vehicles with or without CATALYST's own vehicles during normal business hours. This right shall continue to subsist, notwithstanding termination of the contract for any reason, and is without prejudice to any accrued rights of CATALYST thereunder or otherwise. Subject to terms hereof, the Customer is licensed by CATALYST to process said goods in such a fashion as it may wish and/or incorporate them in or with any other product or products subject to the express condition that the new product or products, or any other belongings whatsoever containing any part of the said goods shall become the sole and exclusive property of CATALYST, and shall be separately stored and marked so as to be identifiable as being made from or with the goods that are the property of CATALYST, provided that if the goods are admixed with goods that are property of any person other than the Customer, then the product thereof shall be deemed to be owned in common with such person. The Customer shall be at liberty and may, in ordinary course of its business, sell and deliver the goods, or any product produced with CATALYST's goods, to a third party as CATALYST's bailee, and in fiduciary capacity, provided the entire proceeds of sale are held in trust for CATALYST and any person described in the provision to this condition and are not mingled with any other monies. The aforementioned goods shall at all times be identifiable as CATALYST's and such person's monies. The Customer agrees immediately upon being so requested by CATALYST to assign to CATALYST and such person all rights and claims which the Customer may have against its customers, arising from such sales, until payment in full is made as aforesaid.

6. Prices: CATALYST may at any time withdraw any discount from its quoted prices and/or revise prices due to cost increases, including but not limited to costs of goods, materials, carriage, labor, or overhead, imposition or increase of duties, taxes, or other levies, and variation in exchange rate. In such event, the Customer may, without penalty, cancel any affected order by delivering written notice to CATALYST within seven (7) calendar days. Prices are subject to immediate change by CATALYST upon the Customer rescheduling or reconfiguring of orders. In such event, the foregoing cancellation right does not apply. CATALYST reserves the right to modify terms prior to shipment, require payment in advance, or delay or cancel any shipment by reason of the Customer's credit worthiness.

7. Force Majeure: CATALYST shall not be liable for any failure or delay in the performance of orders or contracts, or in the delivery or shipment of products, or for any damages suffered by the Customer by reason of such failure or delay, when such failure or delay is, directly or indirectly caused by, or in any manner arises from, fires, floods, accidents, storm, riots, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, difficulty or increased expense in obtaining workmen, breakdown of plant or machinery, fuel, power, materials, supplies or transportation, delays in deliveries by CATALYST 's suppliers, or any other cause or causes (whether or not similar in nature to any of those herein before specified) beyond CATALYST 's control. CATALYST reserves the right in its sole discretion to allocate among the Customers or potential customers, or defer or delay the shipment of, any product which is in short supply. This agreement and all transactions hereunder shall be governed by the laws of the State of Tennessee.

8. Shipping: Delivery dates mentioned in any quotation, acknowledgment of order, or elsewhere are approximate only and not of contractual effect. All products are shipped at the Customer's risk, and CATALYST's responsibility for damage to products ceases when the products are delivered to the carrier, to the Customer, or to the Customer's agent, whichever occurs earlier. If the Customer refuses or fails to take delivery of goods, or fails to take any action necessary on its part for delivery, CATALYST will charge the Customer for delivery.

9. Returns: The Customer agrees to abide and follow the following RMA policy and procedure as outlined within these terms and conditions of sale, and any revisions that may be publicly posted in the store and offices at CATALYST. An RMA (Returned Merchandise Authorization) must be obtained from CATALYST's returns department before any return will be accepted. Products returned without a valid RMA number will be refused. No product may be returned to CATALYST after 30 calendar days from the date of the original invoice. No Software or Special Order products may be returned to CATALYST. Those products and any warranty must be handled by the customer through the respective manufacturer(s). All components, manuals, registration card(s), software, cables & accessories must be included with any returned product. CATALYST inspects all returns and reserves the right to return merchandise that does not meet these criteria. All returns for credit are subject to a restocking fee of not less and 15% and no more than 50% of the invoiced selling price of the product. No Exceptions. The restocking fee will be determined by CATALYST and based on the condition of the product(s) returned.

10. Invoices: Payment, and Claims: In the event of the Customer's default in payment for products, the Customer shall be responsible for all reasonable costs and expenses incurred by CATALYST in collecting any sums owed by the Customer (including any costs of collecting on a judgment), and CATALYST shall not be obligated to make any further deliveries to the Customer. Such reasonable costs and expenses shall include, but not be limited to, reasonable attorney's fees. Payments received 30 or more days past invoice due date shall accrue interest at the rate of 1.5% per month or highest percentage allowable by law to defray CATALYST's costs of carrying such balance. Customer Agrees to and Authorizes CATALYST to charge any outstanding invoices that are 15 calendar days or more past due to the customers credit card authorization on file to bring the account current. CATALYST and the Customer agree that the venue of any action brought to collect past due invoices or statements or to enforce any provision of this agreement shall be Knox County, TN. Customer agrees that the Customer will not institute any litigation against CATALYST upon any claim whatsoever except in Knox County, TN. Customer further agrees that the Customer will not set off any disputes or claims against undisputed invoices.

11. Returned Checks: Customers will be assessed a service charge of \$25.00 for each check returned to CATALYST's bank. CATALYST reserves the right to re-deposit the check and institute a credit hold until the check clears. If the check does not clear upon re-deposit, CATALYST will immediately enact a credit hold and charge the customer's account an amount equal to 2% of the face amount of the check. Payment will be required via wire transfer or cashier's check within 72 hours, or the account will be placed for collection.

12. Insolvency: If the Customer enters into a deed of arrangement or commits an act of bankruptcy, or compounds with his creditors or if a receiving order is made against him, or if (being a company) an order is made or a resolution passed for the winding-up of the Customer (otherwise than for the purposes of amalgamation or reconstruction, previously approved in writing by CATALYST), or if a receiver or administrator is appointed, or any of the Customer's assets or undertakings or if circumstances arise which entitle the court of a creditor to appoint a receiver, manager or administrator, or which entitles the court to make a winding-up order, or if the Customer takes or suffers any similar or analogous action in consequence of debt, or commits any breach of this or any other contract between CATALYST and the Customer, CATALYST may without prejudice to any of its other rights, stop any goods in transit and/or suspend further deliveries, and/or determine the rights of the Customer under Title (in the preceding section) and/or by notice in writing to the Customer determine the contract.

13. Severability: A judicial determination that any provision hereunder is invalid in whole or in part shall not affect the enforceability of those provisions not found to be invalid.

14. Waiver: Failure by CATALYST to enforce any rights hereunder shall not be deemed a waiver of any such rights, nor operate so as to bar the exercise or enforcement thereof at any time thereafter.

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