

TERMS AND CONDITIONS OF SALE

These terms and conditions of sale ("Terms and Conditions") apply to all sales of product and services ("Products") made by The Gatestone Group, LLC ("Gatestone") to you ("Purchaser"). Purchaser's acceptance of these Terms and Conditions shall be made by either (i) Purchaser providing a purchase order to Gatestone or (ii) Gatestone's acceptance of any Product from Purchaser, whichever occurs first.

1. ENTIRE AGREEMENT. Notwithstanding any different or additional terms or conditions contained in Purchaser's purchase order or other communication, Gatestone accepts Purchaser's order only on the condition that Purchaser expressly accepts these Terms and Conditions. In the absence of Purchaser's acceptance hereof, Gatestone's commencement of performance or Gatestone's acknowledgment of Purchaser's purchase order shall be for Purchaser's convenience only and shall not be construed as Gatestone's acceptance of any of Purchaser's terms. Any confirmation by Purchaser that states different or additional terms shall operate as an acceptance of these terms, but Gatestone hereby objects to and rejects such different or additional terms and any such different or additional terms shall be deemed to be material alterations and notice of objection to them is hereby given. Purchaser's acceptance of any Products and/or Services shall be deemed to be acceptance of these Terms and Conditions. Gatestone hereby objects to any additional, contradictory or different terms contained in any initial or subsequent order or communication from Purchaser pertaining to the Products and/or Services. Any notice by Purchaser objecting to these terms must be in writing separate from any form purchase order. Gatestone's failure to object specifically to provisions contained in any communication from Purchaser shall not be deemed a waiver of these Terms and Conditions.

2. PRICE. Gatestone's written price quotations are valid for the length of time, if any, indicated on the quotation; if no length of time is specified, quotations are subject to change at any time after issuance due to price or discount changes by Gatestone's supplier. Prices do not include shipping, handling, special packing and insurance charges and Purchaser agrees to pay such charges. Prices for backordered items are not guaranteed.

3. ORDERING. All orders for Products will be evidenced by a purchase order, which must identify, at a minimum, the Products being ordered and the quantity of such Products, request a delivery date, and provide shipping instructions and shipping address. All orders for Products and Services are subject to approval by Gatestone.

4. SHIPMENT AND DELIVERY. Products are shipped FOB origin. Product title and risk of loss will transfer to Purchaser upon Gatestone tendering the Product for delivery to the carrier. Unless Purchaser requests expedited delivery and provides Gatestone with its carrier account number, choice of carrier and shipping method shall be at Gatestone's election. If Purchaser chooses the carrier, Purchaser shall bear all risk of loss in transit and is responsible for filing claims with the carrier and all freight and handling costs. Gatestone shall have the right to deliver all Products in an Order at one time or in partial shipments within the agreed-upon time for delivery. Gatestone shall not be liable for delays in delivery or for other failure to perform due to causes beyond the reasonable control of Gatestone, including, but not limited to, force majeure, acts of God, acts or omissions of Purchaser, acts of civil or military authorities, fire, strikes, power surges or outages, epidemics, quarantine restrictions, flood, natural disasters, riot, war, delays in transportation or inability to obtain necessary labor, materials or supplies. In the event of any such delay, the set date of delivery, if any, shall be extended for a reasonable period or the delivery may be canceled at Gatestone's option.

5. CANCELLATION AND RESCHEDULING. Purchaser may cancel or reschedule orders only with Gatestone's written consent, which may be withheld for any reason. If Gatestone consents to the cancellation or re-scheduling of an order, Purchaser agrees to pay Gatestone any restocking fees and cancellation charges assessed by Gatestone's supplier.

6. INVOICING, CREDIT AND PAYMENT TERMS. Gatestone will invoice Purchaser upon shipment of Products. Purchaser shall furnish to Gatestone all financial information reasonably requested by Gatestone from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that Gatestone shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Gatestone shall have the right, without notice, to change or revoke Purchaser's credit limit on the basis of changes in Gatestone's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall pay (and prices do not include) all sales, use, services, excise, tariffs, duties or similar taxes or charges unless Purchaser provides Gatestone with a valid tax exemption certificate(s) prior to shipment. Purchaser's outstanding unpaid balances shall be subject to a finance charge of 1-1/2% per month (or such lower rate as may be the maximum permitted by law) until paid in full. Purchaser shall also pay Gatestone's cost of collection (including reasonable attorney's fees). Purchaser shall not offset any amounts due to Purchaser from Gatestone against any of Gatestone's invoices. To secure the payment of the purchase price of Products sold, Purchaser grants Gatestone a purchase money security interest in all Products sold under this Agreement whether constituting equipment, inventory, goods, fixtures, payment intangibles and/or general intangibles, including all accessions to and replacements thereof, and all proceeds of the foregoing. Purchaser authorizes Gatestone to file one or more financing statements signed only by Gatestone without Purchaser's signature and to use a copy of this Agreement as an exhibit to any financing statement. Upon Gatestone's request, Purchaser shall execute any additional documents, instruments, financing statements or amendments to perfect or continue the security interest created by this Agreement. Gatestone shall have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Ohio from time to time, which remedies shall be cumulative and not exclusive. Any obligation of Purchaser 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 makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

7. ACCEPTANCE. Upon receipt of Products, Purchaser agrees to promptly inspect and/or test Products. Products shall be deemed accepted by Purchaser unless Purchaser provides Gatestone, within 5 business days of delivery, a written notice specifying all defects or discrepancies in the quality or quantity of Products.

8. RETURNS. Defective or damaged products may be returned only with Gatestone's prior consent. Upon confirmation of a right to return, Gatestone shall issue, or facilitate with Gatestone's supplier, a Return Material Authorization ("RMA") number. Purchaser shall return Products freight prepaid, in accordance with Gatestone's instructions, in the original packaging and in good condition, without alteration. Purchaser assumes risk of loss for returned Products until receipt by Gatestone or its supplier at the designated return location. Upon receipt of returned Products which comply with this Section, Gatestone has the right to issue and Purchaser agrees to accept a credit memo in the amount of the value of the returned Products which may be used as a credit toward future purchases for a period of one (1) year after issuance.

9. WARRANTY. Product warranties, if any, are provided by the manufacturer or publisher of the Products. Gatestone makes no warranty regarding the Products. GATESTONE MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING (i) THE MERCHANTABILITY OF PRODUCTS, (ii) THE FITNESS OF PRODUCTS FOR ANY PARTICULAR PURPOSE OR USE, (iii) ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, (v) NONINFRINGEMENT. Purchaser's sole and exclusive remedy for Products not conforming to the manufacturer or publisher's warranty shall be, at Gatestone's option, the replacement or repair of defective Products.

10. LIMITATION OF LIABILITY. IN NO EVENT SHALL GATESTONE'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE TERMS AND CONDITIONS (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) EXCEED THE PURCHASE PRICE OF THE PRODUCTS AND/OR SERVICES. PURCHASER SHALL IN NO EVENT BE ENTITLED TO, AND GATESTONE SHALL NOT BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, PROMOTIONAL AND/OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION AND/OR LOSS OF CUSTOMERS OR DATA.

11. INTELLECTUAL PROPERTY. Gatestone shall have no liability or obligation to Purchaser in connection with any claim arising from the infringement of any patent, trademark, copyright or other proprietary right or information related to the Products.

12. ADVICE. If technical advice is offered or provided in connection with the sale of any Products, it is provided as an accommodation to Purchaser, without charge, and Gatestone does not warrant and has no responsibility or liability whatsoever for the content of or use of such advice.

13. SOFTWARE. The sale of software requires Purchaser's agreement to the software licensor's terms as specified in the applicable licensing agreement.

14. COMPLIANCE WITH U.S. EXPORT LAWS. Purchaser acknowledges that the Products are controlled for export by the U.S. Department of Commerce and that the Products may require authorization prior to export from the United States. Purchaser agrees that it will not export or distribute Products in violation of any U.S. export control laws or regulations. Purchaser warrants that it will not export 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. Purchaser further warrants that it will not export, directly or indirectly, any Products to embargoed countries or to companies or individuals listed on the Denied Persons List published by the Department of Commerce.

15. CHOICE OF LAW AND VENUE. This Agreement shall be governed by the laws of the State of Ohio and incorporates the terms of the Uniform Electronic Transactions Act as enacted in Sections 1306.01 et. seq. of the Ohio Revised Code, including, but not limited to, the definitions of "Electronic Record", "Electronic Signature", and "Contract", whether or not capitalized herein. This Agreement shall not be governed by the UN Convention on the International Sale of Goods. All unresolved disputes concerning the sale of Products by Gatestone to Purchaser shall be resolved in the state Court of Common Pleas of the State of Ohio, Franklin County. Purchaser consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Purchaser expressly waives its right to trial by jury. No action or other claim, regardless of form, arising out of or in any way connected with or related to Products, may be brought by Purchaser more than one (1) year after the cause of action or claim has accrued.

16. MISCELLANEOUS. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the successors in interest and permitted assignees of Gatestone and Purchaser. These Terms and Conditions are not assignable by Purchaser without Gatestone's prior written consent. Facsimile signatures or other reliable means of authentication by which Purchaser signifies its assent to these Terms and Conditions shall be effective to bind Purchaser. The waiver by Gatestone of any breach or default shall not be deemed to be a waiver of any later breach or default. The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or of any other remedy at any time. If any provision or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions shall not be affected. The headings are used for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement. Any clerical errors are subject to correction.