

UPSTATE SYSTEMS, INC. STANDARD TERMS AND CONDITIONS & WARRANTY

1. PRICE. All prices are subject to change without notice and do not include taxes or freight.

2. ACCEPTANCE. All orders must be in writing and are not binding until accepted by UPSTATE (UPSTATE SYSTEMS, INC.) Any terms included in Purchaser's order in addition to or conflicting with these terms are hereby rejected unless accepted in writing by an authorized UPSTATE representative.

3. DELIVERY. Delivery dates provided by UPSTATE are estimates only and are not guaranteed. UPSTATE will make reasonable efforts to deliver in accordance with delivery estimates. UPSTATE will not be liable for any damages due to delivery after estimated date. Purchaser will have no right to cancel because delivery was not made within the time estimated.

4. PAYMENT TERMS. Net amounts are due within 30 days of Invoice Date. These terms apply to partial as well as complete shipments. UPSTATE reserves the right to refuse shipment or to ship COD where an account is unpaid or where UPSTATE, in its sole discretion, determines that Purchaser's outstanding indebtedness exceeds reasonable credit allowance. In addition, UPSTATE shall have the right to pursue any remedies available at law or as provided herein.

5. PAYMENTS. Payments may be made by cash, check, credit card, debit card or wire transfer. Credit cards may be used only at point of purchase and are not eligible for a discount. A 1.5% discount may be given when paying COD by cash or check if your account has no past due invoices.

6. CREDIT APPROVAL AND ACCURACY INFORMATION. All orders made on credit are subject to current credit approval. From time to time, UPSTATE may review Purchaser's creditworthiness. Purchaser agrees to provide UPSTATE with all credit information UPSTATE reasonably requests, and Purchaser represents and warrants to UPSTATE now, and each time an order is placed, that all information provided to UPSTATE is true and correct, and that no necessary information has been omitted. UPSTATE may refuse to accept an order or refuse shipment if at any time Purchaser does not meet UPSTATE's current credit requirements.

7. TAXES. UPSTATE must charge to purchaser all appropriate federal, state and local sales, use or other tax on all items unless proper exemption certificates have been completed and submitted. Unless specifically exempted, all sales, use and any other tax will be invoiced to the purchaser as a separate item in addition to the price of the Product. If the Purchase Price does not include such taxes, fees and charges, then UPSTATE reserves the right to separately invoice Purchaser for all applicable taxes, fees and charges which shall be immediately due and payable.

8. SPECIAL ORDERS. Non-stock material ordered for established credit customers require a signed acknowledgement, a nonrefundable deposit, and will be invoiced upon receipt by UPSTATE. Non-stock material ordered for COD customers requires 100% deposit (including freight).

9. SHIPPING. All Products are shipped at Purchaser's risk and are shipped FOB shipping point such that all freight costs and expenses and any other related charges for the transportation of the Products shall be paid for by Purchaser.

10. DAMAGE OR SHORTAGES. Purchaser shall inspect the Product at delivery and shall notify UPSTATE in writing of any damage or shortage within ten (10) days of receipt of the Product. Failure to provide timely written notice shall be deemed an acceptance in full of the delivery.

11. CANCELLATION. Cancellation of an order, in part or full, will not be accepted after material has been purchased or shipped.

12. PRODUCT RETURNS. Products may not be returned without prior written authorization from UPSTATE. A minimum charge of twenty-five (25%) percent of the invoice price of each item will be made for handling any returned Product. UPSTATE will not accept return of the following: 1) Products that have been in Purchaser's possession for more than thirty (30) days; 2) Special Orders.

13. WARRANTY. UPSTATE extends to the Purchaser and/or End-User all warranties, if any, granted by the manufacturer. UPSTATE will administer and promptly process all warranties in accordance with the manufacturer's specific warranty policies and procedures. NO WARRANTY OF MERCHANTABILITY OR FITNESS, AND NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, ARE MADE BY UPSTATE WITH RESPECT TO ANY PRODUCT. UPSTATE SHALL NOT BE RESPONSIBLE FOR ANY LABOR CHARGES OR CONSEQUENTIAL DAMAGES DUE TO DEFECTS THEREIN. UPSTATE'S SOLE RESPONSIBILITY IS TO HONOR THE MANUFACTURER'S WARRANTY, IF ANY IS FURNISHED, WITH RESPECT TO DEFECTIVE PRODUCT, PROVIDED THAT WRITTEN NOTICE SHALL BE GIVEN UPSTATE WITHIN THE MANUFACTURER'S WARRANTY PERIOD. ALL VERBAL STATEMENTS, REPRESENTATIONS AND PROMISES ARE MERGED HEREIN. NOTE- The manufacturer's warranty does not cover Product that has been damaged by improper usage, application or installation, careless handling, or tampering. If the warranty is not honored by the manufacturer then the Purchaser is responsible for the cost of the repair or replacement.

14. DEFAULT. In the event that Purchaser becomes insolvent, commits an act of bankruptcy or defaults in the performance of this Agreement, the entire unpaid portion of amounts payable to UPSTATE shall, without notice or demand, become immediately due and payable. Without notice or demand, UPSTATE shall be entitled to sue for said amounts and reasonable legal fees, plus out-of-pocket expenses and interest; and/or to enter any place where Products are located and take immediate possession of and remove Products, with or without legal process; and/or resell Products, without notice or demand, and apply the net proceeds from such sale (after deduction from the sale price of all expenses of such sale including repossession, necessary Products repairs, storage, taxes, liens, collection and legal fees and all other expenses in connection therewith) to the balance due to UPSTATE for the Products and to receive the deficiency between such net proceeds of sale and such balance. Applicant agrees that all issues and disputes relating to any credit arrangement extended hereunder shall be governed in accordance with a competent jurisdiction chosen at the direction of Upstate Systems, Inc. and that applicant expressly waives its venue rights without reference to conflicts of laws or legal principles.

15. LIMITATION ON LIABILITY. TO THE EXTENT PERMISSIBLE BY LAW, UPSTATE SHALL NOT BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE COST OF CORRECTING ANY NONCONFORMITIES IN THE PRODUCTS, OR IN THE ABSENCE OF SUCH NONCONFORMITIES, IN EXCESS OF THE AGGREGATE VALUE OF THE DEFECTIVE PRODUCTS DETERMINED BY THE PRICE PAID BY THE CLAIMANT AND EVIDENCED BY APPROPRIATE DOCUMENTATION. NOTWITHSTANDING ANY RESPONSIBILITIES OR LIABILITIES ASSUMED BY UPSTATE HEREUNDER, UPSTATE SHALL IN NO EVENT BE RESPONSIBLE IN CONTRACT OR IN TORT, OR OTHERWISE, FOR LOSS OR DAMAGE SUSTAINED AS A RESULT OF THE USE OF THE PRODUCT, LOSS OF PROFIT OR REVENUES.

16. CHANGES TO TERMS AND CONDITIONS. These terms and conditions are subject to change without notice.