

RSOL PC SERVICES STANDARD TERMS OF SALE

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "Products") directly from RSOL PC SERVICES, or any of its subsidiaries or affiliates ("RSOL PC"), unless you enter into a separate written agreement with RSOL PC.

THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY RSOL PC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 14 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER RSOL PC'S RETURN POLICY. THIS AGREEMENT INCORPORATES THE RSOL PC LIMITED WARRANTY AGREEMENT BY REFERENCE.

1. Limited Warranty. Please refer to the RSOL PC Limited Warranty Agreement, located at www.rsolpc.com/warranty/warranty.pdf, for the terms of your limited warranty for RSOL PC branded products.

2. Service and Support. Service offerings may vary from Product to Product. If you purchased an extended service plan, such as the RSOL PC Extended Service Plan, please refer to the service plan for the coverage, duration and terms of service. Services may be performed by third parties. Extended service plans are provided by a third party and not by RSOL PC.

3. Acceptance and Payment Terms. Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. Orders are deemed accepted only when fulfilled. You are responsible for paying all taxes associated with your order. RSOL PC may change prices without notice to you before RSOL PC enters your order and may modify and substitute Products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when Product is shipped unless RSOL PC has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from RSOL PC, except that RSOL PC may, at the request of your lender, withhold technical and warranty support and other services from you.

4. Shipping and Title. RSOL PC will arrange to ship Products to you. Title and risk of loss to Products pass to you when RSOL PC's designated shipper delivers Products to the address you specify. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You agree that you will be bound by such license agreement. You must notify RSOL PC of damaged or missing items from your order within seven (7) days after you receive your Product.

5. Return Policy.

Defective Products: Every Product sold by RSOL PC is protected by a manufacturer's limited warranty. Therefore, RSOL PC only accepts returns for "Dead On Arrival" third-party Products (not manufactured by RSOL PC) if the following two conditions are met:

- i) The end user has confirmed with the manufacturer that the Product is defective and they are able to provide RSOL PC with a "Service Request" or "Event Number" issued by the manufacturer.
- ii) The issue is reported to RSOL PC within seven (7) days of confirmed delivery.

No returns, exchanges or refunds will be given by RSOL PC under any circumstance for defective third-party Products that are outside this seven (7) day return period. All technical issues, reports of defects, requests for exchanges or refunds because of a defect to a third-party Product purchased from RSOL PC that occur outside this seven (7) day period should be reported directly to the manufacturer of the Product.

The return period for "Dead On Arrival" Products manufactured by RSOL PC is specified within RSOL PC's Limited Warranty Agreement document, located at www.rsolpc.com/warranty/warranty.pdf.

Non-Defective Products: You may return non-defective Products and cancel unused services within ten (10) days after you receive your Products or are invoiced for services from RSOL PC. Once you notify RSOL PC of your intention to return Products or cancel services you will be advised of RSOL PC's return procedures. You must return Products within seven (7) days after you have received all authorization and return materials from RSOL PC. RSOL PC will refund the original purchase price of Products and unperformed services (not including related sales taxes), subject to the provisions below.

- i) ORIGINAL SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE CONSIDERED SERVICES ALREADY CONSUMED AND ARE THEREFORE NOT REFUNDABLE.
- ii) YOU ARE RESPONSIBLE FOR PROPERLY PACKAGING PRODUCTS TO BE RETURNED AND FOR DELIVERING THE PRODUCTS TO THE COMMON CARRIER DESIGNATED BY RSOL PC. YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT DURING RETURN SHIPMENT.
- iii) A 15% restocking fee will apply to all unopened Products, and this amount will be deducted from your refund.
- iv) A minimum 20% restocking fee will apply to all opened but non-defective Product returns except software (see below).
- v) Returned Products must be in the same condition as you received them. At its sole discretion, RSOL PC may refuse a Product return or charge a fee for any Product returned without original packaging, missing parts or manuals, or otherwise not in like-new saleable condition. You must return all pre-loaded software with the Product to obtain a refund for the Product, and you may only return pre-loaded software if you choose to return the Product. You may return other software only if the package has not been opened.
- vi) RSOL PC will not accept for return any Products you purchased from a Reseller.

Additional restrictions may apply on certain Products, including a reduced return period for used Products. Please visit our web site at www.rsolpc.com for more information.

6. Software. Opened software is non-returnable under any circumstance unless the media is physically defective. If the media is physically defective, you will be entitled to an exchange of the original software title only within seven (7) days of confirmed delivery of your original order.

7. Privacy Notice. You can review RSOL PC's Privacy Policy on our web site, located at www.rsolpc.com/legal.htm. RSOL PC will maintain and use your customer information in accordance with its Privacy Policy.