

AMI SALES TERMS AND CONDITIONS

By purchasing and accepting delivery of Hardware and/or Software Products supplied by American Megatrends, Inc. ("AMI") you, as Customer, agree to be bound by these terms and conditions (the "Terms and Conditions"). Terms or conditions contained in any order form or other document submitted by you which are inconsistent with, or in addition to, these Terms and Conditions are rejected, objected to, and shall be deemed void and of no force or effect.

Invoices will be sent electronically to the accounts payable contact provided on the Customer's credit application. If Customer requires an original copy to be sent via mail, Customer shall inform AMI Accounting at Accounting@ami.com.

AMI shall not be responsible for the payment of any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between, with the sole exception of any sales taxes invoiced and collected from Customer by AMI.

Any claim for damage, shortage or shipment error shall be communicated by Customer to AMI within 5 days of receipt of merchandise. Such claims and returned Products under such claims must reference Customer's purchase order number.

Customer is to pay \$45 for each returned check. Monthly interest accrues at a rate of 1.5% for past due accounts.

Customer agrees to pay reasonable attorney's fees, court costs, collection fees, and credit insurance deductibles, and/or co-pays in the event it is necessary to file an action to force collection or file a credit insurance claim of the Customer obligation herein set forth.

The following limited warranties are applicable to new Products only, and shall not apply to Products sold in used, refurbished, reconditioned, or "as is" condition, which do not carry any warranty.

These Limited Warranties are extended by AMI only to the original Customer, the purchaser/licensee of the AMI Product (the "Product") and is not assignable to any other entity or organization.

Limited Hardware Warranty

AMI provides a thirty (30) day warranty on all Hardware Products, unless otherwise documented in a legal contract with the Customer or warranty card accompanying the Hardware Product. AMI warrants that the Product will be free from defects in materials and workmanship, under normal use and service and will perform substantially in accordance with the description of the Product in the AMI User's Guide for this Hardware Product. Warranty is void if serial number labels on the Product are tampered with.

Limited Software Warranty

AMI provides a thirty (30) day warranty on all Software Product, unless otherwise documented in a legal contract with the Customer or warranty card accompanying the Software Product. AMI warrants that the Software Product will be free from defects in materials and workmanship, under normal use and service and will perform substantially in accordance with the description of the Product in the written documentation prepared by AMI for this Software Product.

AMI's entire liability and the Customer's exclusive remedy for breach of either limited warranty above shall be at AMI's option, either: (a) return of the price paid by the licensee solely for the Product, or (b) repair or replacement of the Product, which does not meet AMI's limited warranty and which is returned to AMI and determined by AMI not to be in compliance. Either limited warranty is void if failure of the Hardware and/or Software Product has resulted from accident, abuse, negligence, misapplication, or failure to use the Hardware and/or Software Product in accordance with the provided AMI documentation. Any replacement Software Product shall be warranted to the original Customer for the remainder of the original warranty period, or thirty (30) days, whichever is longer. This limited warranty provides Customer specific legal rights. Customer may have others which vary from state to state. Some states allow limitations of duration of an implied warranty, so the above limitations may not apply.

IN NO EVENT SHALL AMI OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR OTHER PECUNIARY LOSS WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF AMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR

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LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER. OTHER THAN AS SPECIFIED IN THESE LIMITED WARRANTIES ABOVE, THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR OTHERWISE.

Customer is solely responsible for any failure of the Hardware and/or Software Product which results from accident, abuse, misapplication or alteration of the Product, and AMI assumes no liability as a consequence of such events under the terms of these Limited Warranties. While AMI has made every effort to provide clear and accurate technical information about the application of the Product, AMI assumes no liability for any events arising out of the use of this technical information.

The sole and exclusive remedy for failure of the Hardware and/or Software Product to conform to this Limited Warranty shall be for AMI, at its option, to repair or replace the Product, to whatever extent deems necessary to restore the Product to proper operating condition. AMI may make replacements hereunder with new or functionally equivalent Products of equal value.

All disputes allegedly arising from the legality, interpretation, application, or performance of Customer's order, the Products or any of these Terms and Conditions shall be governed by the laws of the State of Georgia, excluding that part of Georgia law that governs conflict of laws. Any action arising out of any dispute between Customer and AMI to these Terms and Conditions shall be brought in either the Superior Court of Gwinnett County, Georgia or in the United States District Court for the Northern District of Georgia. Customer hereby submits itself to the jurisdiction and venue of said courts for purposes of any such action.

For additional information or questions regarding our policies and procedures please visit us at <https://ami.com/warrantyterms/>.