



## **STREGA Terms of Sales**

THESE TERMS AND CONDITIONS ("AGREEMENT") APPLY TO YOUR ORDER AND PURCHASE OF HARDWARE or SOFTWARE (COLLECTIVELY, "PRODUCT") SOLD BY STREGA. You accept the terms and conditions of this Agreement, unless you have a separate purchase agreement signed by both your company and STREGA, in which case, that separate agreement will govern. STREGA may, from time to time and at its sole option, revise this Agreement without notice by posting the revised agreement on its web site. The Agreement posted on STREGA's web site at the time STREGA accepts your order will govern that purchase.

- **Accuracy of Data/Corrections.** STREGA obtains certain data directly from its subcontractors and is not responsible for typographical or other errors in any such data. In addition, availability of third party Product is subject to change without notice. STREGA reserves the right to cancel orders related to such errors or Product discontinuation or unavailability, and to correct his web site at any time.
- **Prices/Payment Terms.** Prices are subject to change at any time prior to STREGA's acceptance of your order. Payment terms are at STREGA's sole discretion and all orders are subject to STREGA's credit approval. You must provide appropriate

credit references upon request and authorize us to obtain credit history from such references. You agree to pay the total purchase price for the Products, plus tax and shipping (to the extent shipping is not prepaid by you, including shipping charges billed to STREGA as a result of using your carrier account number or a carrier selected by you). Invoices are due and payable within the time frame and in the currency specified on the invoice, measured from the date of invoice. You agree to pay interest on all past-due amounts at the lower of one and one-half percent (1.5%) per month or the maximum rate allowed by law. You will be responsible for STREGA's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described above, STREGA reserves the right to suspend further deliveries until payment is received.

- **Credits.** You must expend or apply any credits issued to you by STREGA for any reason within two years from the date the credit is issued. If not used within such period, credits will automatically expire.
- **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on STREGA's income, assets or net worth), are solely your responsibility. You may provide STREGA a tax exemption certificate, which will be subject to review and acceptance by STREGA.
- **Delivery/Title/Risk of Loss.** STREGA will use commercially reasonable efforts to meet requested delivery times but does not guarantee delivery by a stated time and is not responsible for any damages due to delays or the failure to meet a stated delivery schedule. Product will be delivered to you FOB Destination (your designated facility), freight prepaid and added. Title and risk of loss shall pass to you when Product is

delivered to your designated facility. Notwithstanding anything to the contrary in this paragraph, title to software Product remains with the applicable licensor(s), and software delivery occurs when it is first made available by the licensor or STREGA for your use. Your use rights and obligations related to the software are contained in the license agreement between you and the licensor(s). You hereby grant a security interest in all Products purchased under this Agreement to secure payment in full. Additionally, you authorize STREGA to execute and file a financing statement or other documents that are necessary to perfect STREGA's security interest. The security interest granted under this provision constitutes a purchase money security interest, which shall terminate when STREGA has received all amounts due for the Product(s).

- **Limited Warranty.** PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY STREGA OF ANY KIND, EITHER EXPRESS OR IMPLIED. STREGA accepts no liability for any claims arising out of any act or omission, including negligence, by your third-party service provider; and any amounts associated with Third Party Services, including but not limited to taxes, will be collected solely in our capacity as an independent reseller of such Product.
- PRODUCTS PRODUCED BY STREGA ("STREGA PRODUCT") ARE PROVIDED WITH ONLY THOSE WARRANTIES EXPRESSLY SET FORTH IN THE STREGA PRODUCT SPECIFICATION. Your sole remedy and Company's sole obligation for breach of this warranty will be reasonable efforts to correct any non-conformance or, if this cannot be accomplished, then Company will issue you a credit for, or a refund of, the purchase price and original freight paid for the STREGA Product.

- **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND YOUR SOLE AND EXCLUSIVE REMEDIES. STREGA DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. No agent or employee of STREGA or any other party is authorized to make any warranty in addition to those made in this Agreement.
- **Limitations on Use.** You agree and represent that you are buying Product for your own internal use and not for resale. If Product purchased under this Agreement is intended for export, it may be subject to export regulations. You accept full responsibility for and agree to comply fully with all export regulations, including obtaining export licenses. The export of Products may also alter or void the manufacturer's or publisher's warranty. PRODUCTS OFFERED BY STREGA ARE NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR SYSTEMS OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. USE IN ANY SUCH APPLICATIONS IS AT YOUR SOLE RISK.
- **Limitation of Liability.** STREGA WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any liability for direct damages arising under

this Agreement, regardless of the form of action or theory of relief, is limited to the purchase price of the Product. No action arising out of the transactions under this Agreement may be brought by you more than three (3) months after the damage, loss or expense occurred. STREGA is not liable for any claim made by a third party or made by you for a third party.

- **Termination.** You may cancel any order for Product at no charge up to thirty (30) business days prior to scheduled shipment upon written notice to STREGA, unless such Product has been modified or otherwise reconfigured in accordance with your specifications. Cancellation shall not relieve your duty to pay for Products shipped, services performed or expenses incurred by STREGA prior to such notice. If an order is cancelled prior to shipment, your sole remedy and STREGA's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of orders following shipment must be made in accordance with the return policies of the manufacturer, publisher or supplier of the Product.
- **Governing Law.** THIS AGREEMENT AND ALL ORDERS SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE KINGDOM OF BELGIUM WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the order. Both parties are solely obligated to address and resolve all disputes associated with this Agreement or any order, including any damages or injuries to Your affiliates, and all claims related to this Agreement or any order will be brought by you as provided in this Agreement.
- **Arbitration.** Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether preexisting, present or future, and including, but not limited to, statutory, common law, intentional tort and equitable claims capable in law of being submitted to binding arbitration) arising from or relating

to the Product or Third Party Services, the interpretation or application of this Agreement or any order or the breach, termination or validity thereof, the relationships which result from this Agreement or any order (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or STREGA's or any of its affiliates' advertising or marketing WILL BE RESOLVED BY FINAL CONFIDENTIAL AND BINDING ARBITRATION IN THE KINGDOM OF BELGIUM, INSTEAD OF IN COURT, except that (a) You may take claims to small claims court, if You qualify for hearing by such court, and (b) if You fail to timely pay amounts due, STREGA may assign Your account for collection and the collection agency may pursue such claims in court limited strictly to the collection of the past due debt and any interest or cost of collection permissible under applicable law or this Agreement. Arbitration under this Agreement shall be conducted under the rules then prevailing of the Belgian Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

- **Assignment.** STREGA may assign or subcontract all or any portion of its rights or obligations with respect to the sale of Products and/or assign the right to receive payments without your consent. You may not assign this Agreement or any of its rights or obligations without the prior written consent of STREGA. Subject to the restrictions in assignment contained in this provision, this Agreement will be binding on and inure to the benefit of the parties hereto and their successors and assigns.
- **Force Majeure.** STREGA will not liable for failure to fulfil its obligations under this Agreement or for delays in delivery or performance due to causes beyond its reasonable control. STREGA's time for performance of any such obligation will be

extended for the time period of such delay, or STREGA may, at its options, cancel any order or remaining part thereof, without liability, upon notice to you.

- **Miscellaneous.** No provision of this Agreement may be waived, amended or modified by either party except by a written agreement signed by both you and STREGA. Any delay or failure by either party to exercise any right or remedy will not constitute a waiver of that party to thereafter enforce such rights. The relationship between STREGA and you is that of independent contractors and not that of employer/employee, partnership or joint venture. If any part of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will still remain in effect. Notices to be provided under this Agreement must be in writing and will be deemed received upon the earlier of: 1) actual receipt; 2) three (3) days after mailing, if mailed postage prepaid by regular mail or airmail; or 3) one (1) day after such notice is sent by courier or facsimile transmission. The terms and conditions applicable to all returns are set forth in STREGA's Return Policy. Terms in effect at the time of Product purchase shall apply to any requested returns.
- **Entire Agreement.** This Agreement constitutes the entire agreement between us regarding your purchase of Products from STREGA and supersedes and replaces any previous communications, representations or agreements. STREGA EXPRESSLY LIMITS ACCEPTANCE OF ORDERS FOR PRODUCTS TO THE TERMS AND CONDITIONS HEREIN. Any additional or different terms or conditions contained in any purchase order or other documents provided by you are considered material alterations to this Agreement, expressly rejected and will not be binding upon STREGA.