



STANDARD TERMS & CONDITIONS

1. **Definitions:**

In this document, "Seller" refers to Sixnet, the party offering for sale, the equipment and/or related services if any (collectively "Equipment"). "Buyer" refers to the party issuing a purchase order or otherwise buying "Equipment" from "Seller".

2. **Applicable Terms:**

These terms govern the purchase and sale of Equipment referred to in Seller's quotation, proposal or order acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer for sale or an order acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents, unless agreed to in writing. Any acceptance of Buyer's terms may effect applicable pricing.

3. **Payment:**

Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval.

4. **Shipping:**

The shipping method will be F.O.B. Clifton Park, New York as chosen by the Seller, unless specified otherwise by the Buyer and agreed to by the Seller. Buyer shall pay freight, storage, insurance and all taxes, duties or other governmental charges relating to the Equipment. If Seller is required to pay any such charges on behalf of the Buyer, Buyer shall immediately reimburse Seller.

5. **Ownership of Materials:**

All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

6. **Warrantees:**

Seller provides a limited warrantee on the Equipment. A copy of this warrantee is available to the Buyer and is incorporated into these Terms and Conditions of Sale by reference. THE WARRANTIES SET FORTH IN THIS SECTION ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE SELLER OR THE LICENSOR'S REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY.

Flexible. Reliable. Powerful.

7. **Force Majeure:**

Neither Seller nor Buyer shall have any liability for any breach (except for breach of payment obligations) caused by extreme weather or other act of God, strike or other labor shortage or disturbance, fire, accident, war or civil disturbance, delay of carriers, failure of normal sources of supply, act of government or any other cause beyond such party's reasonable control.

8. **Cancellation:**

If Buyer cancels or suspends its order for any reason other than Seller's breach, Buyer shall promptly pay Seller for work performed prior to cancellation or suspension and any other direct costs incurred by Seller as a result of such cancellation or suspension.

9. **LIMITATION OF LIABILITY:**

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

10. **Miscellaneous:**

If these terms are issued in connection with a government contract, they shall be deemed to include those federal acquisition regulations that are required by law to be included. These terms, together with any quotation, acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. Buyer may not assign or permit any other transfer of the Agreement without Seller's prior written consent.

11. **Governing Law:**

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions. The Statutes of the State of New York shall govern any proceeding, and the proceeding shall be held in or around Albany, New York, unless Seller, at its sole discretion, selects an alternative location.

Flexible. Reliable. Powerful.