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Superior Access Solutions, Inc.
21037 Heron Way
Lakeville, MN 55044
(952) 469-8874

Superior Access Solutions, Inc.

Standard Terms & Conditions of Sale

1. SCOPE

All products sold and services rendered pursuant hereto by Superior Access Solutions (SAS) shall be governed solely by the terms of this document, and such terms and conditions shall apply regardless of any additional or conflicting terms or conditions on any purchase order or other form issued by Customer. None of the terms herein may be modified, waived, or superseded except with the written consent of SAS's authorized representative. Neither SAS's acknowledgment of a purchase order nor SAS's failure to object to conflicting or additional terms and conditions in a purchase order shall be deemed an acceptance of such terms and conditions or a waiver of the provisions hereof.

2. SHIPMENT OF ORDERS

Unless otherwise specified herein, all goods shall be shipped FCA (Incoterms 2000) SAS point of shipment to the Buyer. All orders are subject to acceptance and acknowledgment by SAS.

3. PAYMENT OF INVOICES

Payment for all amounts due here shall be due net thirty (30) business days from the date of invoice unless otherwise specified herein or unless expressly agreed to by SAS and Customer (the "Payment Date"). Payments not received within the Payment Date will be subject to a **late fee of 2%**, or the maximum lawful rate, whichever is lower, of the outstanding invoice balance for each 30-day period or portion thereof past due. All costs of collecting any money due from Customer under the terms and provisions hereof, including but not limited to, legal expenses, legal interest, attorneys' fees, and collector's expenses, shall be paid by Customer to SAS. SAS reserves the right in its sole discretion, either (a) to withhold shipments or to impose or (b) revise any credit limits on Customer's purchases when SAS deems itself insecure with respect to Customer's ability to pay for the purchase order from time to time.

Payments shall be remitted to:

Superior Access Solutions, Inc
Attn: Accounts Receivable
21037 Heron Way
Lakeville, MN 55044-8068
(952) 469-8874



4. RETURNS

Returns will be accepted before the Payment Date if prior authorization is obtained from SAS; the product must be in resalable condition and the original manufacturer's package. Credit will be issued based on the Customer's purchase price for the returned product less any vendor restocking charges, freight, or other disposal expenses. Orders that were factory special orders or otherwise fabricated and altered to accommodate the Customer are not returnable.

5. PARTIAL DELIVERIES

If SAS is unable to fulfill the customer's entire order, the customer agrees to accept partial or pro rata deliveries in commercial units as full performance under the Customer's purchase order.

6. COMPLIANCE WITH LAWS

Each party hereto represents that with respect to its performance hereunder, each will comply with all applicable federal, state, and local laws, including, but not limited to, those of the U.S. Export Administration. Buyer shall not sell any product to a Customer in any country if: (1) the export of any such product to such country is prohibited by the laws of the United States; or, (2) the laws of such country prohibit the import of any such product into such country; or, (3) Buyer or the customer does not possess the proper certificate(s) required by the laws of such country for the lawful importation of any such product.

7. WARRANTY

The customer acknowledges and agrees that SAS may place orders for products from SAS-approved vendors. SAS represents and warrants that SAS shall, on the date of transfer to the Customer, have title thereto and the right to sell the product(s) delivered to the Customer.

Any warranty issued by the manufacturer of products shall be solely that of the manufacturer and not of the SAS. SAS hereby assigns to Customer, as of the date that title passes to Customer for such product, all the manufacturer's or vendor's warranties, express or implied, if any and if assignable, with respect to the product, and SAS hereby authorizes Customer to make or settle any claims under such warranties directly with any such manufacturer or vendor.

SAS MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) NOT SPECIFIED HEREIN WITH RESPECT TO PRODUCTS FURNISHED OR SERVICES PERFORMED HEREUNDER. CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT OR REPERFORMANCE OF THE SERVICE OR RETURN OF THE PURCHASE PRICE, AT THE OPTION OF SELLER. IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, ECONOMIC, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES TO PROPERTY, FOR LOSS OF PROFITS OR INCOME, LOSS OF USE OR LOSS OF TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE RESULTING FROM ITS PERFORMANCE, NON-PERFORMANCE OR DELAY IN



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PERFORMANCE OF ITS OBLIGATIONS HEREUNDER WHETHER OR NOT THE SELLER HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.

8. GOVERNING LAW

The validity, interpretation, and performance hereof and any dispute connected herewith, shall be governed and construed following the laws of the State of Florida.

9. TAXES, DUTIES, AND CUSTOMS

Customers shall pay the amount of any taxes, duties, and similar charges levied by any government authority in connection hereof. Such charges are not included in the price of the product and will be added to payments due to SAS. The customer agrees it will be responsible for all additional taxes, penalties from a taxing authority, and legal expenses incurred by SAS due to incorrect taxing information furnished by the Customer.

10. FORCE MAJEURE

Notwithstanding anything else in this Agreement, except for the obligation to make payments, neither party shall be held liable or responsible for any failure to meet its obligations under this Agreement where such failure results from causes beyond such party's reasonable control, including without limitation communication line or power failures; shortages of transportation, labor or supplies; and fire, flood or other natural disasters. Nor shall any such delay or failure be a breach of this Agreement

11. INDEPENDENT CONTRACTORS

The status of SAS and its personnel and any subcontractors is and will be that of independent contractors, and no such personnel or subcontractors will, at any time or for any purpose, be deemed employees or agents of Customer.

12. LIMITATION OF LIABILITY

SAS is not liable for alleged defects in products sold or services performed, to third parties or anyone with whom it does not have a direct contractual relationship. SAS is not liable for defects in information provided by secondary sources. All documents, including reports, drawings, plans, designs, and specifications, prepared by SAS or its subcontractors are not intended or represented by SAS to be suitable for use by or relied upon by anyone but the Customer or for uses beyond the scope of the specific uses or purposes outlined in the contract documents

INDEPENDENTLY OF ANY OTHER REMEDY LIMITATION HEREOF AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, IN NO EVENT SHALL SAS BE LIABLE FOR SPECIAL, INCIDENTAL, COST OF COVER, LOST PROFITS OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER CONTRACT, TORT OR OTHER LEGAL ACTION UNDER THIS AGREEMENT, EVEN IF SAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SAS'S AGGREGATE LIABILITY HEREUNDER (INCLUDING UNDER SECTION 8) EXCEED THE AMOUNT PAID BY THE BUYER TO SAS FOR THOSE PRODUCTS GIVING RISE TO THE LIABILITY.



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13. ATTORNEY'S FEES

Should a dispute arise from the subject matter of this agreement, the prevailing party in any resulting litigation shall be reimbursed by the other party for any attorney's fees and expenses incurred.

14. ASSIGNMENT

Buyer shall not assign (including change of control and by operation of law) or set off any orders made under this Agreement or any rights hereunder.

15. SEVERABILITY

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be severed therefrom, and the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Company Name

Signature

Date

Name

Title