



Terms and Conditions of Sale

THE PRICE LIST SHARED BY APTLOGIX IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by aptLogiX LLC. Acceptance by aptLogiX of any offer is expressly conditioned upon your assent to the Terms and Conditions of Sale set forth below.

Products quoted were selected by aptlogix based on specifications available at the time of the quotation, and are not guaranteed to meet bid specifications. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer. Please contact the aptLogiX Sales desk at 1.866.564.4965 if you have any additional questions.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND APTLOGIX LLC HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

These Terms constitute a binding contract between Customer and AptLogiX LLC. Customer acknowledges agreement and acceptance of these Terms by making a purchase, placing an order. These Terms are subject to change without prior notice, except that the Terms posted on the Site at the time Customer initially places or modifies an order will govern the order in question.

Purchase Price

- Prices are listed in our catalogs and Website, and are subject to change without notice. Prices for certain government, corporate, and institutional customers may be set forth in a bid or other written agreement between the parties. Payment is due before shipment, unless credit terms have been arranged in advance with our credit department. In such case, payment terms shall be as set forth in the credit agreement.

Shipping

- Shipping terms are FOB Destination. AptLogiX will arrange payment for shipping with the carrier, but such costs are the responsibility of Customer. AptLogiX charges shipping and handling fees for every shipment, unless a special promotion or contract term provides otherwise; such cost includes the freight charged by the carrier, packaging, and handling, but does not necessarily equal a direct pass-through of such cost to customer. Delivery times are estimates only and we shall not be liable for delays.

Product and Product Support Invoicing

- AptLogiX will invoice Customer for Products at the time of shipment and for Product Support at the time of purchase. AptLogiX may invoice Customer separately for partial deliveries. Any amounts invoiced by AptLogiX with respect to Product Support, including without limitation sales taxes, are collected by Seller solely in the capacity of independent sales agent.

Pricing Information

- All pricing is subject to change. We reserve the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, we cannot guarantee that it will be able to fulfill Customer's orders.

Limitation of Liability

- APTLOGIX LLC WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

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 APTLOGIX 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.

Limited Warranty

- PRODUCTS MANUFACTURED, PUBLISHED OR PROVIDED BY THIRD PARTIES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY BY INSIGHT OF ANY KIND, EITHER EXPRESS OR IMPLIED.

Third-Party Services

- Customer acknowledges and agrees that we and our affiliates are resellers of services and are not the provider of those services. In those cases, the third-party service provider is the only party responsible for providing services to Customer. In those cases, Customer will look solely to the third-party service provider for any loss, claims or damages arising from or relating to the purchase or provision of such services. Customer hereby releases aptLogiX, from any and all claims arising from or relating to the purchase or provision of any such services by third-party service providers. Services may be subject to tax. All amounts, including taxes, associated with third-party services are being collected by us solely in the capacity as an independent sales agent.

License Agreements

- If a quotation includes software or other products acquired pursuant to a subscription or other licensing arrangement, be aware that the manufacturer of such products requires all end users to agree to an End User License Agreement ("EULA"). The manufacturer will make its EULA available for review and it must be agreed to at or before the time the software or other licensed product is installed or accessed for the first time by the end user. It is the end user's responsibility to review, understand and agree to the terms of any such EULA.

Export Law Compliance

- Customer agrees to comply with, and indemnifies and holds harmless Seller from its failure to comply with, U.S. export laws, including without limitation U.S. Export Administration Regulations. Customer acknowledges that manufacturer warranties may vary or be nullified or voided for Products exported from the United States.

Taxes

- Federal, state and local sales, use and excise taxes and all similar taxes and duties, are solely customers responsibility. You may provide aptLogiX a tax exemption certificate, which will be subject to review and acceptance by aptLogiX.

aptLogiX PRODUCT RETURN POLICY:

- Defective Product Returns.** Customer may return most defective Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.
- Non-Defective Product Returns.** Customer may return most non-defective Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).
- Restricted, Manufacturer-Only Assistance.** Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated aptLogiX account manager.
- Special Orders.** Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale.
- Return of Software.** Seller offers refunds only for unopened, undamaged software that are returned within 30 days of invoice date. Seller offers only replacement for software products: (i) are defective but are returned within thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned more than 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software. Multiple software licenses may be returned for refund or exchange only (i) if specifically authorized in advance by the manufacturer; and (ii) if returned within thirty (30) days of invoice date.
- Return Merchandise Authorization (RMA) Number.** No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to aptLogiX Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. AptLogiX reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.
- Returned Products Must Be Complete.** All Products MUST BE returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. aptLogiX reserves the right to refuse the return of incomplete Products. In addition, aptLogiX will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.
- Responsibility for Shipping Costs.** Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

Any credit issued by Seller to Customer under this return policy must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Product and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.