

SALES TERMS AND CONDITIONS

All sales made by Graphical Application. ("GA from hereon") to its customers with GA resale accounts ("Purchaser") are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to GA or (ii) Purchaser's acceptance of any Product from GA, whichever occurs first. These terms and conditions shall apply to sales of all products described in GA 's current comprehensive product listing including special order product except as otherwise noted below ("Product"). The term "Special Order Product" as used herein shall mean products that are not listed in GA's current comprehensive product listing or have been configured to Purchaser's specifications. Electronic Software Distribution (ESD) product sales are subject to additional terms.

1. ORDERING

Prior to placing an order, Purchaser must have an active GA sales account number and Purchaser's account must be current and in good standing. Purchaser must provide GA with complete Product order information as required by GA. The Product order information will include without limitation the (i) Product description, (ii) unit quantity, (iii) GA SKU number and/or vendor part number, (iv) current unit price as provided by GA, and (v) correct shipping address. For government or educational orders, Purchaser will provide the above Product order information as well as (i) end user name and zip code and (ii) government or educational contract number. Purchaser personnel will identify, for each Product order, the ship-to destination as either Purchaser, Purchaser's customer, or to some other specified third party. GA reserves the right to require additional information based on the requirements of the manufacturer or publisher of the Product. Purchaser shall not disclose any confidential information when ordering from GA. Purchaser may place orders over telephone, via facsimile, and via GA - approved electronic ordering methods only through persons who identify themselves as Purchaser personnel and provide their GA customer number prior to placing the order. GA will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Purchaser will disclose its GA customer number only to its personnel with a need to know. GA 's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. All orders below the applicable minimum order value are subject to additional fees. Orders for direct shipment to Purchaser's customers or Special Order Products may require prepayment and may be subject to additional fees. GA will have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or if Purchaser does not confirm it within 48 hours of notification from GA that backordered Product is available for shipment. All Products sold to Purchaser hereunder are for resale only. Additional fees may apply.

All Product pricing, description and availability information ("Information") provided by GA, in any form, is the property of GA. GA hereby grants Purchaser a limited, non-exclusive, non-transferable license to use the Information for Purchaser's internal use only for purposes of Purchaser's sales and purchases of Products sold by GA. If GA provides Information to Purchaser electronically, Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted herein. GA MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASER "AS IS." GA HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. PRICE

All prices are subject to change without notice and will be established at time of order acceptance by GA. Order acceptance and sale by GA occurs at time of shipment. Prices for backordered Products are not guaranteed. Additional fees may apply in accordance with GA 's policies in effect on the date of shipment.

3. SHIPMENT AND DELIVERY

A. Local (Singapore) Shipments - All Product shipments will be made FOB origin. For Products owned by GA, title and risk of loss will transfer to Purchaser upon GA tendering the Product for delivery to the carrier. GA will ship Products using GA carrier of choice in accordance with GA's shipping policies at the time of shipment. Additional fees and charges may also apply. If Purchaser requests GA prepay and bill Purchaser for freight charges, Purchaser agrees that GA retains the right to choose the carrier. Purchaser shall examine all Products upon receipt and shall notify GA, as specified herein, of all discrepancies and refusal to accept delivery of purchased Product. Such notice shall be reasonably detailed and explain the discrepancy or why the

purchased Product was refused. If Purchaser does not give GA such notice as stated herein, Purchaser agrees that such Products have been accepted by Purchaser as of the date of shipment.

B. International Shipments - All shipments by GA to Purchaser or Purchaser's customers at an address outside of the Singapore are subject to additional terms and will not be made unless Purchaser and GA have entered into GA's International Fulfillment Agreement (IFA). Under certain circumstances, GA may choose to ship Product to Purchasers located at an address outside of the Singapore. These shipments will be made FCA, GA warehouse via GA's carrier of choice. Title and risk of loss will transfer to Purchaser upon GA tendering the Product for delivery to the carrier. Purchaser will bear all the costs related to shipment and delivery. Purchaser shall examine all Products promptly upon receipt and shall notify GA of all discrepancies or if rejection is intended within five (5) calendar days after receipt. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection. Failure to give such notice within such time shall be deemed an acceptance of the Products as of the date of shipment. If the approval of any government or governing organization is required with respect to these terms and conditions or the distribution of the Products including without limitation, giving legal effect to these terms and conditions, protecting intellectual property and other rights in the Products or compliance with exchange regulations, Purchaser will, at its expense, immediately take whatever steps may be necessary to secure such approvals. If any such approval requires or results in the deletion or amendment of any provision of these terms and conditions, then GA will have the right to immediately terminate these terms and conditions.

4. CREDIT AND PAYMENT TERMS

Purchaser shall furnish to GA all financial information reasonably requested by GA from time to time for the purpose of establishing or continuing Purchaser's credit limit. Purchaser agrees that GA shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall promptly notify GA of all changes to Purchaser's name, address, or of the sale of substantially all of its assets. GA shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit on the basis of changes in GA's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any GA invoice without GA's express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by GA. A service charge of the lesser of one and one-half percent (1 1/2%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard, VISA and Discover Card) will only be accepted at the time of order. No cash payments will be accepted. Payment by money orders or travelers check will be allowed only if the money order or travelers check is made out in the exact amount of the invoice; payment of one invoice through multiple money orders or travelers checks will not be permitted. Additional restrictions regarding third-party payments apply to Purchasers located in Colombia, Panama, or Venezuela. GA retains (and Purchaser grants to GA by submitting a purchase order) a security interest in the Products to secure payment in full, and Purchaser agrees to execute any additional documents necessary to perfect such security interest. If Purchaser fails to make timely payment of any amount invoiced hereunder, GA shall have the right, in addition to any and all other rights and remedies available to GA at law or in equity, to immediately revoke any or all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collection including reasonable attorneys' fees. Any obligation of GA under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary petition under a bankruptcy statute, or makes an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

5. TAXES

Purchaser shall bear applicable federal, state, municipal, and other government taxes (such as sales, use, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to GA prior to shipment if they are to be honored.

6. WARRANTY

Product warranties, if any, are provided by the manufacturer or publisher of the Products. GA makes no warranties whatsoever. GA's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective Products. IN NO EVENT SHALL GA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. GA DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. GA MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN.

7. PRODUCT RETURNS

A. Requirements - Purchaser must obtain a valid Return Material Authorization ("RMA") number from GA for all returns. RMAs will be issued, at GA's sole discretion, in accordance with these terms and conditions. Purchaser must provide its account number and all other information as required by GA for all returns. RMAs are valid for twenty (20) calendar days from the date of issuance. Purchaser must allow for in-transit time for Products to be returned to GA, as GA must physically receive Products within the twenty (20) calendar days. RMAs will be issued for authorized returns under one of the following categories: (i) defective Products, (ii) stock balancing, (iii) billing or shipping discrepancies, or (iv) damaged Product. Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to GA. GA will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above. Overgoods are unauthorized returns. Any Products received by GA (i) without a valid RMA number, including Product shipments refused by Purchaser or Purchaser's customer except those damaged in transit from GA to Purchaser or from GA to Purchaser's customer, (ii) later than twenty calendar (20) days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods. GA will return Overgoods to Purchaser or Purchaser's customer, and will charge Purchaser a \$50 processing fee per shipment plus related freight charges. If Purchaser refuses the shipment of Overgoods from GA or returns the Overgoods to GA a second time without GA's prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against GA for credit related to such Products. Notwithstanding anything to the contrary, GA reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from GA.

B. Defective Product Returns - Defective returns are only for Products purchased from GA that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer's or publisher's warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of defective Products, excluding Special Order Products, within forty-five (45) calendar days of invoice date. Purchaser's defective returns will be limited to a maximum of 15% of the value of Purchaser's Product purchases within the same vendor code as the defective Product during the forty-five (45) calendar days prior to the RMA date, less any prior defective returns during that period. Upon receipt of the defective Product for which the RMA was issued, GA may test the Products and may return to Purchaser, at Purchaser's expense, any Products found not to be defective. Upon verification that the returned Product is defective, GA may, at GA's sole discretion, either (i) ship Purchaser a replacement Product, or (ii) provide Purchaser a credit equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. GA reserves the right to require Purchaser to return defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. GA shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products or use of unauthorized parts. Purchaser shall bear all risks of loss when returning defective Products.

C. Stock Balance Returns - Stock balance returns are only for Products purchased from GA that are unopened and unused and can be re-sold as new. All stock balance Products returned must be in the manufacturer's original packaging and in condition suitable for resale including, but not limited to, without price tags or stickers or additional shrink wrapping, clean, undamaged and complete ("Stock Balance Condition"). All stock balance returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of Products in Stock Balance Condition, except for Special Order Products, within ninety (90) calendar days of invoice date. Purchaser's stock balance returns will be limited to a maximum of 15% of the value of Purchaser's Product purchases within the same vendor code as the Product to be returned during the ninety (90) calendar days prior to the RMA date, less any prior stock balance returns during that period. Upon receipt of the Product for which the RMA was issued, GA will verify the condition of the Product. Any Products that are not in Stock Balance Condition will be considered Overgoods. GA will return Overgoods to Purchaser and will charge Purchaser a \$50 processing fee per shipment returned to Purchaser plus related freight charges. Additional fees may apply to returned Products; e.g., re-box, label removal, re-shrink, etc., that are not in Stock Balance Condition. Upon verification that the returned Product is in Stock Balance Condition, GA will issue a credit to Purchaser equal to the lesser of the Product's invoice price or current replacement value less any applicable charges or fees. If GA elects to restore returned Product to Stock Balance Condition instead of returning it to Purchaser, the credit to Purchaser will be net of GA's costs to return the Product to Stock Balance Condition. Purchaser shall pay all costs and bear all risks of loss when returning Products to GA.

D. Damaged Product Returns - Damaged Product returns are only for Products purchased from GA and shipped via GA's carrier of choice that are damaged in transit from GA to the Purchaser or from GA to the Purchaser's customer. Purchaser or Purchaser's customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, Purchaser shall notify GA and request an

RMA within three (3) business days of receipt of such Product. Failure to notify GA and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

8. BILLING AND SHIPPING DISCREPANCIES

Billing and shipping discrepancies are for Products purchased from GA that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within thirty (30) calendar days of invoice date. In addition, Purchaser must notify GA of any billing discrepancies related to Purchaser's authorized returns within ninety (90) calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

9. PATENT AND TRADEMARK/COPY RIGHTS INDEMNITY

GA SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS/INTELLECTUAL PROPERTIES.

10. LIMITATION OF LIABILITY

GA SHALL NOT BE LIABLE TO PURCHASER, PURCHASERS CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASERS CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER. IN NO EVENT SHALL GABE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY GA, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL GA BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH GA BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION GA SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL GA HAVE ANY LIABILITY FOR ANY PRODUCTS USED FOR AVIATION, MEDICAL, LIFESAVING, LIFE-SUSTAINING OR NUCLEAR APPLICATIONS.

11. Indemnity Against Claims and Third Parties Liabilities

12. COMPLIANCE WITH SINGAPORE EXPORT LAWS

If Purchaser delivers the Products to its customer who may use the Products outside Singapore, Purchaser acknowledges and shall advise its customer that the Products are controlled for export by the Singapore Department of Commerce and that the Products may require authorization prior to export from the Singapore or re-export. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the Singapore. Purchaser warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the Department of Commerce.

13. RELATIONSHIP OF THE PARTIES

Purchaser's relationship with GA will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind GA, or to assume or create provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and GA as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on GA's behalf.

13. MANUFACTURER, PUBLISHER, AND SUPPLIER RESTRICTIONS

If authorization for resale is required by the manufacturer or publisher of any Product, then GA will not be obligated to sell such Product to Purchaser unless GA has received notification of such authorization from the manufacturer or publisher. All Products delivered to Purchaser hereunder may have additional restrictions on their use required by the manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any supplier prohibits GA from selling specific Products to Purchaser, then GA reserves the right not to sell such Products to Purchaser.

14. NOTICES

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) facsimile subsequently to be confirmed in writing pursuant to item (ii) above. Notices to GA shall be sent to: Graphical Application, No 10, Admiralty St, #02-04, North Link Building, Singapore 757695. Attn: Legal Department.

15. BINDING EFFECT/ASSIGNMENT

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, GA may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

16. PARTIAL INVALIDITY

If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. NO WAIVER

Failure or delay of GA to exercise a right or power under these terms and conditions shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

18. CAPTIONS

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provisions herein.

19. GENERAL

These terms and conditions, as published on GA's Web site located at www.graphicalapplication.com at the time of sale, are the official terms and conditions of sale between GA and Purchaser and may be amended from time to time without notice at GA's sole discretion.