



Allegis Corporation's Terms and Conditions

ENTIRETY OF CONTRACT: This contract constitutes the entire agreement between the parties and the terms and conditions set forth herein constitute the sole terms and conditions. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding upon Allegis Corporation ("Seller"). All proposals, negotiations and representations, if any made prior to the date hereof, are merged herein and no modification shall be effective unless specifically agreed to in writing.

1. **SITE ACCESS:** Registration is not required to use Allegis Corporation's website "Site". Certain features may not be available without a username/password. It's the Buyer's responsibility to keep identification information, username and password confidential. You agree that only you or authorized representatives are responsible for activities on the site using your identification. If you believe your identification has been lost or stolen, please contact Allegis Corporation immediately at www.allegiscorp.com.
2. **INTELLECTUAL PROPERTY:** All content on the Site is protected by U.S. and international copyrights, trademark and other laws. This content belongs to Allegis Corporation, its partners, affiliates, contributors or third parties. Allegis Corporation grants you personal use to download, print, and store portions of the content under the guidelines that: 1) you only use the copies of content for your own internal business purposes or personal, non-commercial use; 2) you do not modify or alter the content in any way, change or delete any trademark or copyright notice.

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3. **CORRECTIONS:** Allegis Corporation reserves the right to correct any errors, inaccuracies, or omissions on the Site at any time. Allegis Corporation does not guarantee that any or all errors, omissions or inaccuracies will be corrected. Allegis Corporation cannot guarantee colors of product images match the actual product color because of factors such as monitor and printer settings.
4. **USER CONDUCT:** You agree not to take any action that may compromise security of the Site, render the Site inaccessible, or damage the Site or content. You agree not to use the Site in any way that will harm or interfere with rights of third parties or violate any laws.
5. **USER SUPPLIED INFORMATION:** You guarantee that you have the legal right to post any information or material you supply to the Site and that posting it will not violate any laws. You give Allegis Corporation the rights to use, distribute, or display any material posted to this Site without any restriction or responsibility to you.
6. **ACCEPTANCE OF ORDERS:** All orders shall be considered as an offer from the Buyer. All discrepancies or claims must be reported within 10 business days. Acceptance of any order shall occur upon confirmation of the Seller to the Buyer of the merchandise ordered. Any order for merchandise not in Allegis Corporation's stock shall be contingent upon receiving from our normal supplier all of the merchandise ordered. Our inability or failure to obtain all or any part of merchandise ordered from our normal supplier shall automatically constitute non-acceptance of the part of the order that was not obtained. Any item ordered that is not a "stock" item is considered a "special" item and as such the buyer's order for a "special" item is Non-Cancelable and any "special" items are Non-Returnable. Seller reserves the right to ship and bill a percentage of the exact quantity ordered based on the terms of Seller's suppliers. All orders, invoices, statements and other documents are subject to correction of errors by Seller.



7. **PRICES:** Prices are subject to change in response to a variety of conditions. Prices are also subject to change by Seller when Buyer reschedules or reconfigures its order.
8. **PAYMENT:** Terms of payment are as specified on the Users Account, unless stated differently on the Seller's invoice. Prices of products do not include taxes, freight, handling, or other similar charges, which are the sole responsibility of the buyer. Seller reserves the right to modify terms prior to shipment, require payment in advance or cancel any order by reason of Buyer's credit worthiness. Seller accepts the following payment methods on the Site: MasterCard, VISA and American Express.
9. **SHIPPING AND DELIVERY:** In the absence of prior instructions from the Buyer, the Seller will select the carrier for shipment. Seller's responsibility for any loss or damage ends and title passes to the buyer when the merchandise is delivered to the carrier. All delivery dates are approximate. Because delivery dates depend upon inventory and production, lead times, shipping schedules, customer demand and other factors, actual delivery dates may differ substantially from those quoted.
10. **RETURN OF PRODUCTS:** Products will be considered accepted by the buyer unless notice of rejection is given by the Buyer within (30) days of shipment date. Credit will not be allowed for products returned without prior consent. No return of products will be accepted without a Return Goods Authorization (RGA) number issued by Seller. The RGA number must be clearly marked on the outside of the package being returned. The returned items must be in the original packing, in original condition and shipped by prepaid freight to Seller's warehouse indicated on the RGA. Non-Cancelable, Non-Returnable (NCNR) products are non-returnable. Returns may be subject to a restocking charge.
11. **LIMITED WARRANTY:** Seller makes no express warranties concerning products sold and Seller hereby disclaims any implied warranties of merchantability or fitness for a particular purpose. Buyer shall not in any event be entitled to and Seller shall not be liable for indirect, incidental, or consequential damages of any nature including, but not limited to, loss of profit, loss of use, loss of data, promotional or manufacturing expenses, overhead expenses, personal injury, and injury to reputation or loss of customers.

Items sold by the Seller are covered by the manufacturers' warranties. The Seller expressly limits its liabilities to the applicable manufacturer's warranty. Warranty is limited to repair, replacement, or refund of the purchase price paid for the product at the sole discretion of the Seller. Products which Allegis Corporation's Value Added Services manufactures, terminates, assembles or otherwise alters from the original state in which they were manufactured will carry a warranty to be free from defects in workmanship for a period of one year from the date of shipment. Allegis Corporation will not be responsible for any consequential or indirect damages.

12. **FORCE MAJEURE:** Seller shall not be liable for any prevention or delay in performance resulting in whole or part, directly or indirectly, from fires, floods, or other catastrophes, strikes, lockouts, or labor disruption; wars, terrorism, riots, embargo, import or export quotas, or voluntary mandatory allocations; actions by foreign, federal, state or local governments; mill and factory conditions; shortages or transportation equipment, fuel, labor or materials; major changes in economic conditions; or any other circumstances or causes beyond the control of Seller in the reasonable conduct of its business. In the event of such prevention or delay in performance, the time for performance shall be extended for a period of ninety (90) days. If performance is not made within such extended ninety (90) day period, Seller shall have the option at any time thereafter and upon written notice to buyer to cancel the order without liability to either party or to maintain the order in effect and complete performance within a reasonable time after the termination of such prevention or delay.



13. EXPORTED/IMPORTED PRODUCTS: Products sold to Buyer may be subject to export or resale restrictions and regulations. Buyer acknowledges requirement to comply with all restrictions and requirements in accordance with United States export administration regulations. Diversion to other countries contrary to United States law is prohibited. Any or all products may have been imported. Country of origin information is provided to Seller by its suppliers and is available upon request.
14. REMEDIES: Except for NCNR products, in the event the Seller materially fails to perform, buyer shall serve specific written notice to Seller of nonperformance. If Seller fails to perform within 60 days of receiving written notice, Buyer may cancel the order related to the nonperformance. In the event Buyer fails to perform its obligations, Seller may, at its option, pursue whatever remedies are available, including, but not limited to, cancellation of the order/contract and/or recovery of its damages from Buyer, including its expenses, cancellation fee, foreign exchange loss, the merchandise price market value differential at point of delivery, reasonable attorney's fees and any other special or consequential damages.
15. ARBITRATION: Any controversy or claim arising out of or relating to any transaction between Buyer and Seller, to this agreement, or the breach thereof, shall be settled by arbitration in Minneapolis, Minnesota, in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.
16. APPLICABLE LAW: The definition of terms used, interpretation of this agreement, and the rights of all parties hereunder shall be governed by the laws of the State of Minnesota. Statements as to product compliance with applicable law (including products that are RoHS compliant without limitation) is either (a) as provided to Allegis Corporation by its suppliers, or (b) interpreted from data available from the applicable law, and Allegis Corporation does not warrant its accuracy and will not be liable for any error with regard to such information. Buyer uses such information at its own risk.
17. LEGAL FEES AND OTHER COLLECTION COSTS: Buyer agrees to pay all reasonable expenses incurred to enforce or collect any of the obligations arising from transactions including arbitration, paralegals', attorneys' and other fees and expenses, whether incurred in any trial, court, arbitration or other proceedings.