

## TERMS AND CONDITIONS OF XTREME SOLUTIONS INC

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### 1. Definitions

1. "Customer" means the customer placing an order for Goods with Xtreme Solutions Inc.
2. "Goods" means all equipment, software or services which are subject to the Customer's order which are to be supplied to the Customer by Xtreme Solutions Inc, under these Conditions.
3. "Writing" includes email telex cable facsimile transmission and comparable means of communication.

### 2. Orders

1. There shall be no binding agreement between the Customer and Xtreme Solutions Inc until the Customer's order has been accepted in Writing by Xtreme Solutions Inc and signed by an authorised signatory. Any prior indications by Xtreme Solutions Inc shall be provisional only.
2. All orders must be placed using the standard format specified by Xtreme Solutions Inc and request delivery up to 60 days of the order issue date. Orders must in any event comply with the prevailing Xtreme Solutions Inc ordering procedures.
3. All orders are accepted subject to the availability of Goods and to these conditions. No terms or conditions put forward by the Customer shall be binding on Xtreme Solutions Inc.
4. The Customer accepts that these conditions and any specific details stated on its accepted order constitute the entire understanding between parties and supersede any prior promise, representation, undertaking or understanding of any kind.
5. If the Customer requests a change or cancellation of an order Xtreme Solutions Inc reserves the right to reject the change or cancellation or accept it and charge 15% of the order value.
6. No cancellation will be accepted in respect of orders for items not normally stocked by Xtreme Solutions Inc. Any such items would specifically ordered for the Customer and will be held by XTREME SOLUTIONS INC at the Customer's risk and the Customer shall insure accordingly.

### 3. Prices

1. Unless otherwise expressly agreed in Writing the Goods shall be sold and invoiced at Xtreme Solutions Inc 's current prices at the date of despatch. Catalogues, web site, price lists, videos and other advertising material are provided for illustrative purposes only.
2. Unless otherwise agreed in Writing prices do not include delivery and taxes (if any) and such costs shall be payable by and invoiced to the Customer.
3. All quotations are valid only on the date given and all quotations and prices are based on details provided by the Customer and do not apply where the Customer alters the details on which such quotations and prices are based. Xtreme Solutions Inc reserves the right to charge for any omission or additional cost arising from the provision of inaccurate or insufficient information by the Customer and to revise prices to take into account increases in any costs of providing the Goods which occurs between the date of quotation and delivery.
4. Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or document or information produced by XTREME SOLUTIONS INC shall be subject to correction without any liability on the part of XTREME SOLUTIONS INC.

### 4. Delivery

1. Delivery shall be at the Customer's premises or, if different, the place specified in the Customer's order.
2. XTREME SOLUTIONS INC will deliver as near as possible to the delivery premises as safe hard road permits and to the ground floor only of such premises. The Customer shall provide at its own expense the labour for unloading and the Customer shall unload with reasonable despatch. Where such labour is not made available XTREME SOLUTIONS INC shall be entitled to charge the cost of labour in unloading. Damage caused due to inadequate delivery access or careless unloading shall be at the Customer's risk.
3. Dates and times quoted by XTREME SOLUTIONS INC are estimates only and any delay in meeting delivery dates shall not give rise to a right to cancel the order or to claim damages.
4. The Customer shall note any claim for short delivery and/or damage to components or packaging on the delivery schedule at the time of delivery and shall confirm such claims in Writing to XTREME SOLUTIONS INC within 7 days from the date of delivery. All Goods are deemed delivered and completed if such notice is not received within such period.
5. XTREME SOLUTIONS INC reserves the right to make part deliveries. Any request by the Customer for XTREME SOLUTIONS INC to delay or split delivery may result in a stockholding charge and any additional cost incurred by the Customer, which shall insure accordingly.
6. Subject to clause 4.5 risk in the Goods shall pass on delivery or collection by the Customer or its agent, whichever is the earlier.
7. XTREME SOLUTIONS INC shall be entitled to assume that any person signing a delivery note in respect of the Goods on behalf of the Customer or the Customer's customer (if XTREME SOLUTIONS INC has agreed to deliver direct) appearing or claiming to have authority to accept delivery on behalf of the Customer or the Customer's customer (as the case may be) shall in fact have the authority.

8. Electronic Download is free and usually available within 72 hours (non exclusive of weekends) and for Box Products fees will apply. This is dependent upon your destination and shipment may take up to 10 working days (non exclusive of weekends).

#### **5. Payment**

1. If the Customer is not an account holder approved in Writing by XTREME SOLUTIONS INC all invoices are payable before delivery of the Goods or immediately following submission of a pro forma invoice from XTREME SOLUTIONS INC whichever is the earlier.
2. If the Customer is an approved account customer all invoices are payable net within 30 days of the date of invoice.
3. Time is of the essence with regard to payment of any sums due to XTREME SOLUTIONS INC.
4. The Customer shall not entitled to withhold payment of any amount due to XTREME SOLUTIONS INC in respect of any claim for damage to Goods or any alleged breach of contract by XTREME SOLUTIONS INC, nor shall the Customer be entitled to any right of set-off.
5. Without prejudice to XTREME SOLUTIONS INC's other rights if the Customer fails to pay any amount on the due date;
  1. XTREME SOLUTIONS INC shall have the right to cancel any contract made with the Customer and/or to suspend deliveries;
  2. XTREME SOLUTIONS INC reserves the right to charge interest on a daily basis on overdue amounts at the rate of 4% above Barclays Bank base rate until payment;
  3. The Customer shall indemnify XTREME SOLUTIONS INC and keep it indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
  4. The whole of the balance then outstanding to XTREME SOLUTIONS INC by the Customer on any account whatsoever shall become immediately due and payable.
6. XTREME SOLUTIONS INC reserves the right to require the Customer to pay Goods in advance and to recharge or refuse discount if the Customer fails to maintain credit account arrangements satisfactory to XTREME SOLUTIONS INC.

#### **6. Title**

1. XTREME SOLUTIONS INC shall retain full ownership of and title to all Goods delivered to the Customer or any part thereof unless and until the Customer has paid all sums owing to XTREME SOLUTIONS INC. XTREME SOLUTIONS INC transfers no title to or ownership in Goods comprising software (or any other software) to the Customer or any third party.
2. While any amount remains outstanding to XTREME SOLUTIONS INC from the Customer;
  1. the Customer shall keep the Goods as fiduciary bailee for XTREME SOLUTIONS INC and shall store the Goods separately from its other chattels and in a manner that clearly shows that they are owned by XTREME SOLUTIONS INC.
  2. the Customer shall not pledge or in any way charge by way of security for any indebtedness any of the Goods that remain the property of XTREME SOLUTIONS INC.
  3. the Customer will deliver up or have delivered up to XTREME SOLUTIONS INC Goods upon demand and XTREME SOLUTIONS INC may without limiting any other rights or remedies available to it at law in equity or by statute seize repossess and/or resell Goods at its discretion and in exercise of such rights XTREME SOLUTIONS INC may enter any premises in which it reasonably believes from time to time any Goods are located;
  4. the Customer may only sell transfer or otherwise dispose of the Goods to its customers in the ordinary course of its business and in accordance with the provisions of these conditions;
  5. where the Customer is paid by or on behalf of any customer or shall receive the proceeds of any insurance claim in respect of any Goods it shall pay such proceeds to XTREME SOLUTIONS INC as soon as reasonably practicable to do so after receipt until XTREME SOLUTIONS INC is paid in full and shall hold the same as trustee for XTREME SOLUTIONS INC and keep a separate account of all such proceeds for such purpose;
  6. the Customer shall take all due care (or ensure that all due care is taken) of the Goods and the Customer shall bear the sole liability for insurance of the Goods and shall indemnify XTREME SOLUTIONS INC for any loss whatsoever suffered or incurred by XTREME SOLUTIONS INC arising out of any failure to insure such Goods.

#### **7. Warranty**

1. The Customer acknowledges that XTREME SOLUTIONS INC is not the manufacturer of the Goods. XTREME SOLUTIONS INC will pass on to the Customer such unexpired warranties it receives from the manufacturer of the Goods as are capable of transfer and XTREME SOLUTIONS INC's liability shall be limited to such guarantee as it may receive from the manufacturer. In particular no warranty is given in respect of the documentation or Goods or services not provided by XTREME SOLUTIONS INC. XTREME SOLUTIONS INC offers a

warranty on Goods assembled by XTREME SOLUTIONS INC from component parts and details of such warranty will be provided on request.

2. The Customer acknowledges that software products are by their nature susceptible to imperfections in operation and subject Clause 7.1 no warranty is given in respect thereof.
3. XTREME SOLUTIONS INC's obligations and liabilities in respect of the Goods shall be limited to those set out expressly herein and XTREME SOLUTIONS INC specifically excludes but without limitation the implied conditions of satisfactory quality and fitness for any particular use or purpose. XTREME SOLUTIONS INC shall have no liability whatsoever in respect of any advice and/or information which may be given to the Customer by XTREME SOLUTIONS INC relating to Goods, configuration or otherwise.
4. The Customer shall ensure that any warranty and maintenance service performed on Goods is performed by a qualified representative authorised by the manufacturer to offer warranty and maintenance on those Goods.
5. Except in respect of death or personal injury of any person caused by XTREME SOLUTIONS INC's negligence and without prejudice to Clause 7.1 to 7.3 XTREME SOLUTIONS INC's liability in respect of any defects in or failure of Goods or for the loss or damage attributable thereto or to the negligence of its employees in connection with the performance of their duties hereunder, shall be limited to the making good by replacement or repair of such Goods which upon inspection by XTREME SOLUTIONS INC appear to be defective and in any event XTREME SOLUTIONS INC's maximum aggregate liability arising in respect of the supply of Goods or services shall be limited to the original VAT exclusive price for such Goods or services.
6. XTREME SOLUTIONS INC makes no representation and gives no warranty in respect of the sources of origin of manufacture or production of the Goods or any part thereof.
7. XTREME SOLUTIONS INC makes no warranty or representation that any Goods supplied by it are or will be Year 2000 compliant and any terms or conditions which may be applied by common law, statute or otherwise to the contrary are hereby excluded to the fullest extent permitted by the law. XTREME SOLUTIONS INC shall have no liability whether in contract, tort (including negligence) or otherwise to the Customer for any loss, damage, costs, claims or liabilities whatsoever incurred or suffered by any Customer which relate or are attributable either directly or indirectly to any Goods supplied by XTREME SOLUTIONS INC to the Customer not being Year 2000 compliant. For this purpose Goods are not Year 2000 compliant if either their performance or functionality is adversely affected by the advent of the Year 2000.
8. The Customer is advised to keep in force a maintenance contract in respect of the Goods.

#### **8. Returns and Trade in Offers**

Goods are not sold on a trial basis and some packages cannot be returned once they have been opened. We cannot accept software for return unless the publisher authorises XTREME SOLUTIONS INC to do so

1. All Goods shall be deemed accepted unless rejected by notice in Writing to XTREME SOLUTIONS INC within 7 days of delivery or collection of the Goods. Any such notice shall give detailed reasons for such rejection.
2. Any payment, credit or refund following return of such rejected Goods to the Customer shall only be given once the same has been received by XTREME SOLUTIONS INC from the manufacturer, supplier or insurer as the case may be. You MUST obtain a Returned Merchandise Authorisation (RMA) Number prior to returning your package
3. XTREME SOLUTIONS INC reserves the right to levy a restocking fee (20%). This amount will be subtracted from the amount to be refunded, upon agreeing the refund we will advise the next course of action.
4. Before returning any Goods which have been rejected in accordance with Clause 8.1 the Customer shall comply with XTREME SOLUTIONS INC's returns procedure and in particular but without limitation shall obtain from XTREME SOLUTIONS INC a designated return merchandise authorisation (RMA) number and which shall be affixed by the Customer to the packaging of the Goods to be returned in a prominent position. The issue of an RMA number is solely for administrative purposes and shall not be taken as an admission of any fault and/or liability whatsoever on the part of XTREME SOLUTIONS INC in relation to the Goods being returned.
5. No Goods shall be returned without XTREME SOLUTIONS INC's prior approval and XTREME SOLUTIONS INC reserves the right to rectify Goods or in the first instance offer store credit rather than accept their return.
6. Shipping charges are never refunded.
7. If XTREME SOLUTIONS INC has agreed to accept the return of Goods other than for the purpose of carrying out any other repair or replacement the Goods must be returned in their original packaging and in a clean resalable condition failing which XTREME SOLUTIONS INC will refuse to accept the same and the Customer shall remain liable for the price thereof. Manual must be clean (no dirty fingerprints, coffee rings, ketchup, 'biological stains' etc.)

8. Where Goods are returned in connection with a trade-in offer from the manufacturer XTREME SOLUTIONS INC will accept such Goods as agent for the Customer at the Customer's risk and expense.
9. The acceptance of a return item is solely at the discretion of XTREME SOLUTIONS INC. Your statutory rights are not affected

**9. Product Changes**

1. XTREME SOLUTIONS INC will use its reasonable endeavours to inform the Customer of any alterations made by the manufacturer to the specification of Goods.
2. XTREME SOLUTIONS INC shall be entitled to substitute an alternative product of equivalent functionality and at the same price or to cancel any orders for Goods that have been declared 'end of life' by the manufacturer.

**10. Trademarks, Patents and Copyrights**

1. The Customer recognises the manufacturer's ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.
2. The Customer will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
3. The Customer will promptly notify XTREME SOLUTIONS INC if it becomes aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to XTREME SOLUTIONS INC and/or the manufacturer in connection with any resultant proceedings.

**11. Confidential Information**

XTREME SOLUTIONS INC may from time to time impart to the Customer certain confidential information of a commercially sensitive or technical nature and the Customer hereby agrees that it will use such information solely for the purpose of this Agreement and that it shall not disclose such information whether directly or indirectly to any third party.

**12. Software Licensing**

XTREME SOLUTIONS INC shall grant to the Customer only such rights in connection with any Goods that are software and the copyright and other intellectual property rights relating thereto as it shall be licensed to grant pursuant to the terms upon which the owner licenses XTREME SOLUTIONS INC thereof. The Customer shall only be entitled to sub-license such software to its end user customers using the standard form license supplied by XTREME SOLUTIONS INC.

**13. Export Controls**

The Customer acknowledges that the Goods may be subject to U.S. and local government export controls. Where these apply it is the Customer's sole responsibility to obtain authorisation from the appropriate authorities before re-exporting the Goods from the country of purchase.

**14. Severability**

1. If and to the extent that any provision or any part of these Conditions is deemed to be illegal void or unenforceable for any reason then such provision or part thereof (as the case may be) shall be deemed to be severed from the remaining provisions or parts of the relevant provisions (as the case may be) all of which remaining provisions shall remain in full force and effect.
2. In particular, should any limitation of XTREME SOLUTIONS INC's liability contained in these Conditions be held to be illegal void or unenforceable under any applicable statute or rule of law it shall to that extent only be deemed severed here from, but, if XTREME SOLUTIONS INC thereby becomes liable for any loss or damage, such liability shall be subject to all other relevant limitations contained in these Conditions.

**15. Records**

1. The Customer shall maintain complete and accurate records of all Goods sold or returned or traded in and the names and addresses of all persons to whom software has been sub-licensed.
2. The Customer shall provide such activity reports in connection with the sale and sub-licensing of Goods as XTREME SOLUTIONS INC shall reasonably request from time to time.

**16. Force Majeure**

1. XTREME SOLUTIONS INC shall not be liable to the Customer on any account whatsoever in the event that XTREME SOLUTIONS INC is prevented from fulfilling its obligations hereunder due in whole or in part to an event of force majeure which expression shall mean:
  1. act of God, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or lack shortage of materials or stock or any circumstance beyond the reasonable control of XTREME SOLUTIONS INC; and
  2. XTREME SOLUTIONS INC or any other party or any action taken by XTREME SOLUTIONS INC in connection therewith or in consequence or furtherance thereof.
2. In such event XTREME SOLUTIONS INC may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss without prejudice to XTREME SOLUTIONS INC's rights to receive payment of the price of all Goods previously delivered.

**17. Configuration**

1. XTREME SOLUTIONS INC will configure and install Goods to the specification provided by the Customer at the time of order at such rates as it notifies to the Customer from time to time.
2. XTREME SOLUTIONS INC will use reasonable care and skill in performing such installation/configuration and will perform such services within a reasonable time.
3. In the event the Customer changes the specification for such installation/configuration XTREME SOLUTIONS INC reserves the right to require payment for implementing such changes at rates notified to the Customer from time to time.

**18. Distribution Agreement**

1. XTREME SOLUTIONS INC agrees with the Customer that it will comply with the obligations imposed on it by any agreement with any manufacturer relating to the Goods.
2. The Customer indemnifies XTREME SOLUTIONS INC against all costs claims expenses demands and penalties suffered or incurred by XTREME SOLUTIONS INC as a result of a breach of the Customer's obligations under any such agreement, such as but not limited to, sub-licensing of software, copyright and warranty provisions.

**19. General**

1. All Goods are manufactured for standard commercial uses and are not intended to be sold or licensed for use in critical safety systems or in nuclear applications mass transportation and aviation applications.
2. The Customer may not assign or transfer any of its rights, duties and obligations without the written consent of XTREME SOLUTIONS INC.
3. No variation to these Conditions shall be binding unless agreed in Writing by an authorised representative of XTREME SOLUTIONS INC.
4. No waiver by XTREME SOLUTIONS INC of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

**20. Liability**

1. XTREME SOLUTIONS INC shall not in any circumstances whatsoever be liable for indirect or consequential loss including but not limited to loss of profits loss of data or use and shall have no liability for any claim based upon the combination operation or use of any Goods with equipment data or programming not supplied by XTREME SOLUTIONS INC or based upon a modification of the Goods with equipment data or programming not supplied by XTREME SOLUTIONS INC or based upon a modification of the Goods.
2. Any action against XTREME SOLUTIONS INC must be brought no later than 18 months after the Customer becomes aware that a cause of action has arisen.

**21. Relationship**

The relationship between the Customer and XTREME SOLUTIONS INC shall be as buyer and seller and nothing contained herein shall be deemed to create a partnership or agency.

**22. Law**

These conditions shall be construed according to the laws of England and the Customer and XTREME SOLUTIONS INC submit to the non-exclusive jurisdiction of the English Courts in connection with any dispute or proceedings arising out of any contract incorporating these Conditions.