

SST's Reseller Standard Terms and Conditions of Sale

Any amount unpaid after 30 days will be considered past due and subject to finance charges of 1.5% per month or the highest rate allowable by law, and the customer may be placed on a cash basis immediately. In addition, the customer agrees to pay all costs (including reasonable attorney's fees) incurred in the collection of any unpaid amount.

Venue for any litigation (and depositions) between the parties for any claim relating to debt collection for merchandise, supplies or equipment purchased hereunder, or hereafter, shall be in Santa Clara County, CA only.

SST Group, Inc. does retain a security interest in any and all merchandise, supplies and equipment until full payment has been received for items purchased.

Credit terms of any purchase order issued by customer, which are in addition to, modify or are inconsistent with SST Group, Inc. usual credit terms will not be binding upon SST Group, Inc. unless agreed to in a separate writing executed by the credit manager or officer of SST Group, Inc.

SST End User Terms and Conditions of Sale

Buyer hereby represents and warrants that it is solvent and that it will pay its obligations as they come due. The terms and conditions of this agreement apply to all sales made between the two parties. The price, terms of payment, delivery information, and all matters, including warrantee information placed on the front or reverse of the invoice delivered by Seller in connection with sales shall be in the terms of sale. If no payment terms are specified, then the terms of payment shall be C.O.D. The terms of Seller's invoice and this agreement shall take precedence over anything in Buyer's Purchase Order. In the event of failure of payment when due, the undersigned personally guarantees all the payment, including all costs of collection, attorney's fees, and court cost. Customer agrees that any change in liability for any debts incurred to SST Group Inc. due to a change in customers' form of business, shall not be effective as to SST Group Inc. until SST Group Inc. receives actual notice of the change by certified mail. Buyer will not assign or pledge the goods until payment is made in full. Any such assignment or pledge shall be void. By execution thereof, Buyer agrees to be subject to the laws of and courts of the State of California.