

ACCEPTANCE LIABILITY
LIMITATIONS/INDEMNIFICATION PAYMENT
TERMS RETURN MERCHANDISE AUTHORIZATION
(RMA) RMA PROCEDURES WARRANTY
LIMITATIONS
QUALITY CONTROL

SHIPMENT REFUSAL DELIVERY CANCELLATION
SECURITY INTEREST FORCE MAJEURE
GOVERNING LAW AND FORUM

1. Acceptance.

Terms and Conditions of Goji Tech Trading JLT

The terms and conditions on this form's face constitute the entire contract for sale of goods ("Goods") by Goji Tech Trading JLT ("GOJI") to the purchaser and govern the rights and obligations of GOJI and the Purchaser. These terms and conditions supersede any prior course of dealing, custom of usage, custom of trade, course of performance, prior invoicing terms and conditions, purchase orders, contracts or agreements. By placing an order with GOJI or by accepting shipment of merchandise from GOJI, the Purchaser expressly accepts all of these terms and conditions. Furthermore, products furnished by GOJI, are sold only pursuant to the terms and conditions set forth on the face and back of this agreement. Notwithstanding any terms or conditions on Purchaser's order, acceptance or any other form (to which GOJI expressly objects), GOJI' performance of this contract will be subject only to GOJI' terms and conditions unless modified in writing by GOJI. GOJI' sales terms, conditions and policies are subject to change without prior notice.

2. Liability Limitations / Indemnification.

THE LIABILITY OF GOJI FOR DAMAGES UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL PRICE PAID BY PURCHASER FOR THE GOODS GIVING RISE TO THE DAMAGES, AND SHALL IN NO EVENT INCLUDE INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (EVEN IF GOJI IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES), INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM LOSS OF DATA, SALES, PROFITS, OR GOODWILL. PURCHASER MUST COMMENCE ANY ACTION AGAINST GOJI, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WITHIN ONE MONTH AFTER THE CAUSE OF ACTION. IN THE EVENT THE DAMAGES RELATE TO NON-CONFORMING GOODS, PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED, AT GOJI' OPTION, TO THE REPAIR OR REPLACEMENT, WITHOUT COST TO THE PURCHASER, OF SAID NON-CONFORMING GOODS, OR IF NOT POSSIBLE, THE REPAYMENT OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.

Purchaser hereby agrees to defend, protect, hold harmless and indemnify GOJI against any and all claims arising out of, whether directly or indirectly, Purchaser's sales of the Goods or actions taken in connection with or pursuant to this Agreement, including without limitation all liabilities, losses, damages, costs and expenses, attorney's fees, judgments, penalties, and fines. In addition, Purchaser specifically agrees to indemnify and hold GOJI harmless against any claims by any third party relating to subsequent sales or use of Goods.

3. Payment Terms.

Invoiced charges that Purchaser fails to pay when due (Past Due Accounts) will be charged a monthly late fee of 2% of the unpaid balance, not to exceed the maximum legal rate. Past Due Accounts will also cause GOJI to suspend/void/withhold orders and/or RMA and other services. If GOJI has not approved Purchaser to pay by Company Check, Credit Card or on Net Term, Purchaser must prepay before the delivery of Goods. If GOJI approves Purchaser to pay by Company Cheque, Purchaser may pay by check drawn only on Purchasers checking account already approved by GOJI. Net Term Purchasers must pay in full by invoice due date Goods must be prepaid for when Purchaser's credit limit is exceeded.

GOJI will charge a USD 50.00 service charge for every cheque returned, whether due to insufficient funds, a stop-payment or return-to-maker. If the full amount of the returned check plus service charge is not paid within 5 working days from payment due date, the account will be a Past Due Account, and Purchaser's future purchases must be prepaid. 7 working days from payment due date, any further payment delay will cause GOJI to assign outside collection efforts.

4. Return Merchandise Authorization (RMA).

4.1 GOJI reserves the right to refuse an RMA request if the item(s) in question is still under warranty by the manufacturer of the item and the collection depot of the manufacturer is within reasonable distance to that of GOJI.

4.2 All returns (replacement/credit/repair) must be pre-approved. Purchaser's customer order cancellation is not a valid reason for return. The pre-approved RMA number must be clearly visible outside the shipping box and on the packing list. All items returned for credit (DOA) must be in its original retail packaging with all accessories; otherwise ship RMA items without manuals & accessories as these will not be returned. Purchaser's accounts must be current and have no overdue invoices for RMA processing. Each RMA number expires 15 days after its issuance. Purchaser must ensure that returning items were purchased from GOJI by matching all serial numbers (if provided) with that on a GOJI invoice or prior RMA records. Both the serial number and quantity of shipments must match that of RMA items.

4.3 GOJI is not responsible for Goods that are damaged during shipment or misused/abused by the Purchaser. GOJI is not responsible for the integrity of data on storage products, drive products or media of returned serviced items. Purchaser is responsible for all charges released to customers, and overseas and express shipping for RMA.

5. RMA Procedures.

5.1 Merchandise to Be Returned at your cost to our warehouse or an address specified by GOJI RMA Representative.

5.1.1 Request an RMA Number by either downloading the RMA application form from our website www.gojitech.biz or by requesting a form to be sent to you by contacting your GOJI contact person.

5.1.2 GOJI will provide an RMA number on an RMA Issuance Form and forward to you via email or fax within 3 working days after receipt of the completed RMA Request.

5.1.3 Enclose this RMA Number Issuance Form with your shipment to the GOJI RMA depot.

5.1.4 Make sure to mark the RMA number visibly on the outside of the shipping box.

5.2 If merchandise is to be returned in person, please follow steps 5.1.1 through 5.1.3 of this section

5.3 Credit. (Must be Pre-approved).

5.3.1 No credit will be granted for CPU, memory, hard drive, open-box software, assembled systems, notebooks, special ordered items, shipping charges, freight insurance, customs and labor unless pre-approved

5.3.2 Defective item(s) returned within the DOA period, which is 3 days from date of receipt of goods, by the customer will be granted credit. Those items returned between 3-5 days of invoice date will be granted credit based on current market price (CMP). No credit will be approved after 7 days of invoice date.

5.3.3 Evaluation items must be returned to GOJI within the specified date of on the invoice to receive credit. Purchaser must pay thereafter; no late returns are allowed. If no date is specified, then the maximum allowed is 30 days. No evaluation is allowed on commodity products.

5.3.2 Allow 10 business days for processing of credit note after GOJI receives Goods.

5.4 Repair / Replacement. All inquiries on RMA status must be made within 60 days of RMA number issuance and supported by proof of delivery. Past due balances will delay processing of items.

6. Warranty Limitations.

Warranty sticker, serial number, or component tampering, misuse, or physical damage by Purchaser voids all warranties. Repaired or replacement RMA items carry a warranty for only the remainder of warranty period from the date of original invoices. Warranty and technical services cannot be extended to Purchaser's customers. Product specifications are subject to change without notice. GOJI represents and warrants to Purchaser that the Goods fully comply with all material government laws and regulations applicable to the sale of the Goods in the EU. PURPOSE.

All functionally Dead-On Arrival (DOA) items must be received at GOJI' warehouse within 7 days of Purchaser's date of receipt to receive a credit / new replacement. Defective items returned subsequently will be repaired or replaced by standard processing. The manufacturer's warranty limitations apply to all products sold by GOJI. GOJI reserves the right to repair or replace items with those of equivalent specifications. Most individual parts sold by GOJI have a limited warranty against manufacturing defects for a period of 6 months, unless otherwise specified. Please refer to your account manager for details of individual part's warranty period. If the manufacturer's warranty period for the product is longer than that of GOJI' warranty period, then the service beyond GOJI' warranty period will be handled by the manufacturer's RMA department.

7. Quality Control.

GOJI relies on manufacturers' quality control and does not individually test all products in our warehouse, hence GOJI does not custom-configure motherboard or other products, such as jumper/software settings, including that for CPU's. Special requests to install/configure/test individual components would be at additional labor cost to Purchaser. Purchaser is presumed to have qualified and knowledgeable technicians able to diagnose and pin-point problem source. GOJI' technical support will provide step-by-step product-specific installation instructions. A list of manufacturers providing direct technical and RMA service is available from GOJI.

8. Shipment Refusal.

Purchaser's refusal to accept shipment of Goods from the freight carrier for any reasons beyond the control of GOJI will incur a restocking charge of 15% of the invoice price and all freight charges, insurance charge or handling fee (including loss or charges).

9. Delivery.

Shipment errors or discrepancies must be claimed in writing on the same day upon receipt of goods. Damaged boxes or goods must be reported to freight carrier by consignee (Recipient/Purchaser) upon receipt of Goods. Once the delivery has been signed for and accepted, GOJI will not be liable for any damaged or missing goods. So please inspect the goods before accepting it. Delivery shall be EXWORKS GOJI's warehouse, unless agreed otherwise. Unless otherwise provided for on the face of the form, risk of loss passes to Purchaser upon delivery by GOJI to the customer's freight forwarder. Purchaser shall be responsible for shipping costs unless otherwise agreed. GOJI shall choose the carrier unless Purchaser otherwise instructs in writing.

10. Cancellation.

Purchaser's order and this Contract may not be terminated or cancelled, either in whole or in part, without GOJI' written consent. A cancelled order will incur a debit note for the amount of 15% of the value of the cancelled goods, unless waived by the sales manager.

11. Security Interest.

To secure Purchaser's obligation to make full payment to GOJI, Purchaser may grant to GOJI a security interest in all Goods until full payment for said Goods. Purchaser will execute financing statements and other documents that GOJI requests to create and perfect the security interest granted under this subparagraph.

12. Force Majeure.

GOJI shall not be responsible for delays or failures in performance and shall have no liability to Purchaser resulting from causes beyond its reasonable control, including but not be limited to acts of God, natural disasters, war, riot, fire, accident, explosion, strikes or other labour trouble, government acts or omissions, delay or default by subcontractors or suppliers of materials or services, transportation difficulty or shortages in labour, fuel, materials, suppliers or power at current prices.

13. Governing Law and Forum.

Purchaser understands that they are entering into an assignment of monies in favour of Goji Technologies B.V, a free zone company established in the UAE. Disputes not resolved in small claims court, concerning the Goods, the assignment of monies, the monies assigned, or these terms and conditions shall be settled by binding arbitration in accordance with the local commercial arbitration rules. Such small claims court proceeding or arbitration shall be held in the UAE THE PARTIES WAIVE ALL RIGHTS TO ANY OTHER COURTS, MUNICIPAL, SUPERIOR OR OTHERWISE. Laws of UAE shall govern this Agreement