

Terms and Conditions of Sale

The following Terms and Conditions of Sale apply to the Customer's purchase of computer systems, related products, or services from Botnay Bay Technology, Inc., d/b/a Botnay Bay Computers ("Botnay Bay"). By accepting the delivery of Botnay Bay products or services, the Customer agrees to the terms and conditions set forth below:

1. **TERMS OF PAYMENT:** Generally, payment must be received by Botnay Bay prior to acceptance of any order for products. Payment may be made by cash or credit card, unless a separate credit agreement has been entered into with Botnay Bay prior to the acceptance of the order by Botnay Bay. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. Botnay Bay may invoice parts of an order separately. All orders are subject to cancellation by Botnay Bay at Botnay Bay's sole discretion. Botnay Bay is not responsible for pricing, typographical, or other errors which may appear in any offer by Botnay Bay, and Botnay Bay reserves the right to cancel any orders resulting from such errors.

2. **WARRANTIES:** Botnay Bay provides a LIMITED WARRANTY, in accordance with Federal Law, for all products branded as Botnay Bay Computers (BBC) products. Such limited warranty provides specific legal rights. A complete statement of Botnay Bay's limited warranty is available at www.botnaybay.com or upon request. For non-BBC branded products sold by Botnay Bay, the warranty, if any, is solely through the manufacturer, the terms of which may vary from manufacturer to manufacturer. For non-BBC branded products, specific warranty terms may be obtained from the manufacturer's warranty statement.

Botnay Bay disclaims any liability for consequential damages of any kind resulting from or arising out of the breach of any express or implied warranty. Botnay Bay is not responsible for data loss or the labor to recover data in the event of any hardware failure or software "crash".

3. **SOFTWARE:** All software provided by Botnay Bay is subject to a personal licensing agreement issued solely to the immediate purchaser, and the Customer agrees to be bound by such licensing agreement.

4. **RETURN POLICY-EXCHANGES:** Botnay Bay will accept for return products that have been sold by Botnay Bay if they are in new, unused condition; in their original packaging; accompanied by the original invoice; and are returned to Botnay Bay within thirty (30) days of purchase. Certain products, including software, may be non-returnable. All labor charges are non-refundable. A labor charge will be assessed for parts installed by Botnay Bay that are subsequently returned or exchanged for any reason.

Returns may be subject to a re-stocking fee of up to 25% of the purchase price, which will be deducted from the amount refunded. There are no cash, check or credit card refunds. All refunds are for store credit only.

5. **LIMITED LIABILITY:** Botnay Bay is not liable to any Customer purchasing products or services from Botnay Bay beyond the terms set forth herein. Botnay Bay is not liable for any product not being available for use, for lost profits, for loss of business, for lost or corrupted data or software, or for the loss of services and support. Botnay Bay is not liable for any consequential damages, special damages, indirect damages, or punitive damages, even if Botnay Bay was advised of the possibility of such damages. Botnay Bay is not liable for any claim by any third party. Liability related to the purchase of any product from Botnay Bay is limited to the amount invoiced for the applicable product. The limited liability and remedies set forth in this agreement shall be the Customer's sole remedy.

6. **NO RESALE OR EXPORT OF PRODUCT:** The Customer agrees and represents that the purchase of Botnay Bay products or services is solely for Customer's own use, and the Customer agrees not to resale or export any Botnay Bay product or service.

7. **GOVERNING LAW:** This Agreement, including any sales there under, or any claim, dispute or controversy arising between the Customer and Botnay Bay shall be governed by the laws of the State of New Hampshire. Any litigation between the Customer and Botnay Bay shall be brought in a court of competent jurisdiction in Rockingham County, New Hampshire.

8. **ENTIRE AGREEMENT:** This is the entire agreement between the parties, and it may not be modified or supplemented except by a separate written agreement which is signed by all parties.