

Streamline Solutions International, LLC

General Terms & Conditions and Credit Application

The following general terms and conditions govern the sale of all products, goods, and services by Streamline Solutions International, LLC

1. Orders. Once an order has been placed with and accepted by Streamline, it may not be canceled unless otherwise agreed upon in writing. All such sales are subject to the terms and conditions contained herein, notwithstanding any other terms or conditions contained in any purchase order or similar document created or sent by Buyer. Any such inconsistent terms are hereby rejected by Streamline, unless such other terms and conditions are specifically accepted in writing by Streamline prior to acceptance of the order. By execution of Streamline's Credit Application and General Terms and Conditions, or by acceptance of any goods, Buyer accepts and agrees to these terms and conditions for all orders, present and future, placed with Streamline.

2. Prices and Payments. All prices are FOB at Streamline's office, and are exclusive of freight, insurance, duties, taxes, and similar charges or fees. All accounts shall be due and payable pursuant to the payment terms contained in the purchase order for each individual order. Streamline reserves, and Buyer hereby grants to Streamline, a purchase money security interest in all goods sold hereunder, and in all proceeds of such sale, as security for the full payment of the purchase price of the goods. Streamline shall have all rights of a secured party under the Uniform Commercial Code in effect in the State of Colorado. Any account that is past due more than 30 days can be charged an additional fee of 1.5% per month at the discretion of Streamline Solutions.

3. Delivery. The delivery date will be as contained in the purchase order for each individual order. Streamline shall not be liable for any damages caused by a delay in shipping or receipt of goods that are beyond the reasonable control of Streamline. If delivery is delayed beyond any anticipated or agreed upon delivery date as a result of act of God, war, fire, flood, strike, civil unrest, act of any government, or other force majeure that prevents such delivery, Streamline shall have the right to extend the delivery date for a reasonable time. If goods are shipped or received in installments, Buyer may not treat the delivery of faulty goods in any installment as repudiation of the entire shipment or order. Buyer must notify Streamline in writing of any nonconforming goods or shipments within thirty (30) days of receipt of the goods.

4. Warranties. Warranty on all goods sold or delivered by Streamline is limited to the express written warranty provided by the manufacturer of the goods. Streamline's warranty and liability is limited to form, fit, function, and solder ability of the goods per the manufacturer's specifications. Buyer must notify Streamline of any defects or warranty claims, in writing, within thirty (30) days of receipt of goods. Any issued RMA will be void if the product is not received by Streamline within 15 days of the RMA date. **STREAMLINE MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO, ANTICIPATED OR LOST PROFIT, PROMOTIONAL EXPENSES, MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION, LOSS OF GOOD WILL, BUSINESS INTERRUPTION, AND/OR LOSS OF CUSTOMER DATA OR INFORMATION.**

5. Miscellaneous. Time is of the essence in this Agreement. Every provision of this Agreement is intended to be binding. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. This Agreement may not be amended, changed or modified except by a written instrument signed by the party affected by such change. Buyer may not assign its rights or obligations under this Agreement without Streamline's prior written consent. The laws of the State of Colorado shall govern all aspects of this Agreement, without any effect of the principles of the conflict of laws. Any arbitration or legal action brought in connection with this Agreement shall be filed and maintained in Douglas County, Colorado. In addition, each party has been represented by or had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of construction or legal decision that would require a court to resolve any ambiguities against the drafting party is hereby waived and shall not apply in interpreting this Agreement.

The below named company (A Buyer@) hereby makes application for credit and provides the information contained herein for the purpose of inducing Streamline Solutions International, LLC (A Streamline@) to make periodic sales of goods to Buyer on credit. If the Buyer is an entity, the undersigned acknowledges that he/she is an employee/agent of the Buyer, duly authorized to bind Buyer to this contract, and personally guarantees all present and future obligations and indebtedness of Buyer to Streamline. In consideration for Streamline's shipment of product to Buyer on credit, under terms established by Streamline, Buyer acknowledges and affirms that: (1) Buyer's creditors, banks are authorized to release credit, banking and financial data to Streamline; (2) The information provided in the credit application is true and correct; and (3) Streamline's General Terms and Conditions of Sale shall govern all sales of goods from Streamline to Buyer, unless otherwise agreed to in writing between Buyer and Streamline prior to the shipment of goods. **BUYER HEREBY ACKNOWLEDGES RECEIPT OF AND FULLY ACCEPTS AND AGREES TO STREAMLINE'S GENERAL TERMS AND CONDITIONS OF SALE AS LISTED ABOVE.**

Buyer Signature _____

Company Name _____

Buyer (Print Name) _____

Date _____

Please sign and fax to 303-814-1317. Attn: Credit Department