

TERMS AND CONDITIONS

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(i) Site or Web Site. The Site or Web Site means all information, content, concepts, program interfaces, structures, functionality, computer code, published materials, electronic documents, graphic files and other technology inherent in Bass Computers, Inc.'s World Wide Web Site located at www.basscomputers.com.

(ii) Software. The Software, if any, includes all concepts, users and program interfaces and structures, functionality, computer code and other technology inherent in all computer software programs and all copies of the software supporting any of Bass Computers, Inc.'s electronic commerce tools and products. You may make and maintain one copy of the Software per employee making authorized use of the Software if needed.

As of 08/23/00 no software is needed for the site access.

(iii) Databases or Informational Databases.

The Informational Databases or Database includes all information accessible from Bass Computers, Inc. through the Software or the Site, which may include, but is not limited to, data structures, technical and other specifications, pricing, advice, and other data and information. All data and other information available on the Informational Databases are proprietary, confidential and the sole property of Bass Computers, Inc. or third parties licensing such information to Bass Computers, Inc.

2. Security. You must enter a valid user ID and password ("access codes") to use certain Software, access some of the Databases or access the Web Site's secure areas. It is your sole responsibility to monitor use of these access codes for all purposes, including, but not limited to ordering. You accept all responsibility for the security of your user ID and password, and utilization of the Software, Informational Databases or Web Site via the access codes. This includes unauthorized access by your employees or third parties, except for access by third parties resulting from Bass Computers, Inc.'s sole negligence. You have the ability to modify your password at any time. Bass Computers, Inc. recommends you modify your password regularly. Notify Bass Computers, Inc. immediately if you wish to terminate your master user ID and password or have these access codes reissued. Do not disclose your access codes to anyone not authorized to act on your behalf.

3. Order Validity. You agree not to contest the validity or enforceability of orders placed via the Software or through the Web Site's secure areas under the provisions of any applicable law. All orders placed using the user ID and password shall, for all purposes, be deemed to be in writing signed by you and will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form.

4. Termination and Modification. Bass Computers, Inc. may elect to update, modify, change or terminate all or any part of the functionality available through the Software or Informational Databases or Site, including modification or termination of the ability to place orders or make inquiries at any time in the future. Bass Computers, Inc. may modify this Agreement from time to time. Any amendments or modifications may be provided to you through on-line notice. You agree that use of the Software or access to the Informational Databases or Site after you have, or should have received, notice of modifications or amendments to this Agreement will constitute acceptance of all such modifications or amendments. You agree on termination of this Agreement immediately to cease accessing the Informational Databases and to return any Software provided. The Software, Informational Databases, and the Site's secure areas are confidential information of Bass Computers, Inc. or companies licensing Bass Computers, Inc. with copyrighted data.

5. License. The Software and Informational Databases are not sold but licensed to you for your internal use in your ordinary course of business for your review, selection, order preparation, support and purchasing of products sold by Bass Computers, Inc. This license is for the period beginning with your acceptance of this Agreement until termination by you or for failure to maintain authorized reseller status; is non-transferable and non-exclusive; and is for use only by your employees engaged in your computer reseller business, and only in accordance with this Agreement and any documentation provided to you or available on-line from time to time. You may NOT, except as otherwise provided in the documentation or on-line (a) copy any of the Site, Software or Informational Databases; (b) distribute, rent, sublicense or otherwise transfer or disclose, or (except to access the Database in accordance with the documentation) transmit the Site, Software or Informational Databases electronically to any person or entity; (c) modify, translate, merge, or prepare derivative works of the Site, Software or Informational Databases; or (d) use any of the Site, Software or Informational Databases for service bureau or other purposes not specified in this Agreement or the documentation. You may not decompile, disassemble, probe, or otherwise reverse engineer the Software, Informational Databases or the Site.

6. Disclaimer of Warranty; Limitation of Remedies.

Bass Computers, Inc. is licensing the Software, Informational Databases and Site "AS IS" and "AS AVAILABLE." You acknowledge that the Site and/or Software are licensed for use by you as a convenience for you in communicating with Bass Computers, Inc. You assume total responsibility and risk for your use of the Software, Informational Databases, Site and your use of the Internet. BASS COMPUTERS, INC. HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE SOFTWARE, SITE OR INFORMATIONAL DATABASES.

Bass Computers, Inc. shall not be liable to you or any third party for any damages arising from or as a result of any delay, omission or error in electronic transmission or receipt of any orders or otherwise made pursuant to the Software or via the Site, even if advised of the possibility of such damages. THE DATABASE CONTAINS INFORMATION OBTAINED BY BASS COMPUTERS, INC. FROM MANUFACTURERS AND OTHERS THAT INDUSTRY SOURCES BELIEVE WERE RELIABLE, BUT BASS COMPUTERS, INC. MAKES NO WARRANTY AND DISCLAIMS ALL WARRANTIES AND LIABILITY REGARDING DATABASE ERRORS AND OMISSIONS, AND IT IS SOLELY YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ALL OPINIONS, ADVICE, SERVICES OR OTHER INFORMATION CONTAINED IN THE INFORMATIONAL DATABASES AND THE SITE. You agree that the Site and/or Software give you significant benefit for no or a modest economic consideration. Your sole and exclusive remedy for any breach of this Agreement by Bass Computers, Inc. shall be to terminate the Agreement and the return of any license fee paid by you to Bass Computers, Inc. IN NO EVENT WILL BASS COMPUTERS, INC. BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ON ANY LEGAL THEORY WHETHER IN CONTRACT, TORT, EQUITY OR AT LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Additional Disclaimers may be contained in the Software, Site and Database.

7. Governing Law. This Agreement and your use of the Software, Informational Databases and Site are governed by Texas law and applicable federal laws of the United States. The venue for any disputes arising out of this Agreement shall be, at Bass Computers, Inc.'s sole and exclusive option, the courts with proper jurisdiction at Bass Computers, Inc.'s corporate headquarters, or the courts with proper jurisdiction at your location.

8. Your Obligations. You agree that you shall not use the Software, Informational Databases or Site to do any of the following: (i) restrict or inhibit any other user from using and enjoying the Internet, Site, Software or Informational Databases; (ii) post or transmit any unlawful, illegal, obscene or pornographic information of any kind, including, without limitation, any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law, including, without limitation, the U.S. Export Control laws and regulations; (iii) knowingly post or transmit any information or software which contains a virus, worm, cancelbot or other harmful component; (iv) upload, post, publish, transmit, reproduce, distribute or participate in the transfer or sale, or in any way exploit any information, software or other material obtained through the Software, Site or Informational Databases which is protected by copyright or other proprietary right or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder. In addition, you may not effect or participate in any activity to (a) post to any usenet or other news group, forum, Email listing or similar group or list, articles which are off topic according to the charter or other public statements of the group or list; (b) send unsolicited mass mailings; or (c) falsify or "spoof" user information provided to Bass Computers, Inc. or to other users in connection with the use of Software, Informational Databases or Site.

9. Indemnity. You agree to defend, indemnify and hold Bass Computers, Inc. and its affiliates, and its and their directors, employees and agents harmless from any and all liabilities, costs and expenses, including reasonable attorneys' fees related to or arising from (a) negligent acts or omissions by you in connection with the installations, use or maintenance of the Software, Informational Databases or Site; (b) claims for infringement of patents arising from the use of the Software, Informational Databases or Site by you other than for its intended purpose, and (c) claims of copyright infringement resulting from the use of the Software, Informational Databases or Site by you other than for its intended purpose.

10. Product Availability and Pricing. The products listed in the Informational Databases may not be available in your location due to specific legal requirements related to export restrictions and other legal or contractual requirements imposed upon Bass Computers, Inc. or of your geographic location. Bass Computers, Inc. assumes no responsibility for being unable to provide products or services due to such legal or contractual requirements. You assume all responsibility for obtaining all necessary approvals to obtain Bass Computers, Inc. products or services. All pricing is in US dollars. Any currency conversion fees are the responsibility of the buyer.

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11. Terms and Conditions of Sale. Unless otherwise stated in an express written agreement signed by an officer of Bass Computers, Inc., the terms and conditions contained on Bass Computers, Inc.'s written invoices, the catalog, and available on line, as amended from time to time, shall apply to all transactions initiated via the Salesperson, Software or through the Web Site. See detailed TERMS AND CONDITIONS OF SALES below.

ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

DEFINITIONS

"Seller" means: Bass Computers, Inc. of 10558 Bissonnet St, Houston, Texas 77099

RETURNED CHECKS: Purchaser agrees to pay a return check fee of \$20.00 per return on all returned checks; regardless of reason check is returned.

PAYMENT, All prices represent a 3% cash discount. DELINQUENT PAYMENT FEES, AND COLLECTIONS COSTS: The invoice is due and payable in full according to its terms. Delinquent payments, starting the first day of delinquency, are subject to a finance charge of 1 .5% per month (18% per annum). Purchaser agrees to pay all costs associated with collection of unpaid sums, including but not limited to, attorney's fees.

INSPECTION, DAMAGE, AND LOSS: Goods Not Shipped: Purchaser or Purchasers agent acknowledges opportunity to inspect goods upon receipt and prior to tendering payment. Goods Shipped Via Third-Party Carrier (UPS, FedEx, US Mail, Local Delivery, etc.) - Purchaser is obligated to inspect goods upon receipt. Any damage found must be immediately reported to third-party carrier and Seller's RMA Department. Seller does not warrant items damaged by mishandling and/or during shipping. Any claims for such damage must be made to/thru third party carrier. Risk of Loss - Risk of loss shall pass to Purchaser upon delivery to Purchaser, its agent, or third-party carrier, whichever occurs first.

RETURNS: To return an item for credit and/or replacement, under warranty or otherwise, the following are required: (1) A Return Merchandise Authorization Number (RMA#), WHICH must be obtained from Seller's RMA Department. (2) If the item being returned is going to be shipped to Seller, the RMA# must be clearly marked on the outside of the shipping box and the items must be packaged to assure safe shipping. (3) All items must be returned to Seller prepaid, unaltered and in their original containers, with all documentation and packaging materials. (4) All items must have original lot/SERIAL tags as originally affixed. (5) All stickers, markings, and labeling applied to an ITEM (s) must be removed EXCEPT FOR THE BASS LOT/SERIAL TAG. (6) All items returned must be accompanied by their original invoice. (7) Damaged items must BE IMMEDIATELY reported to RMA upon receipt and returned within 3 days. (8) All returns are subject to a 10% restocking fee. (9) All returns are subject to a \$1.00 to \$30.00 testing fee. Whether a returned item receives a credit or a replacement is determined in the sole discretion of Seller. However, in no event will a credit be given for: (1) CPUs not returned with 7 days of purchase; (2) All other items not returned within 15 days of purchase. If a credit is given, the amount of such credit will be determined by Seller in its sole discretion. Parts that have been replaced under an RMA# AND that are being held for customer pick up, will not be held longer than 4 weeks. After 4 weeks, the ITEM (S) WILL be returned to stock. Any replacement thereafter will require a new RMA request at a value between original invoice value and current market value at the discretion of Bass Computers, Inc. If a completed RMA is not PICKED UP BY THE CUSTOMER WITHIN 6 MONTHS FROM DATE NOTIFIED, THE RMA NUMBER AND ALL ITEMS ASSOCIATED THEREIN WILL BE VOIDED IN FULL WITH NO OBTAINABLE FUTURE VALUE.

LIMITED WARRANTY: NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY ARE GIVEN. NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED HEREIN. WHEN A PRODUCT IS REPLACED THE WARRANTY IS NOT EXTENDED BEYOND THE ORIGINAL TERM OF THE WARRANTY BASED ON THE ORIGINAL INVOICE. REPLACEMENT OF AN ITEM MAY REQUIRE RETURN TO MANUFACTURE AND THAT IN NO WAY IMPLIES AN OVER THE COUNTER REPLACEMENT / AND OR IF A OTC IS OFFERED AND PRODUCT IS NOT IN STOCK THAT EXTENDED TIMES MAYBE INCURRED.

COMPUTER COMPONENTS – EXCEPT AS MAY BE LIMITED HEREIN, DEFECTIVE COMPUTER COMPONENTS SOLD HEREUNDER WILL BE REPAIRED OR REPLACED, IN SELLER'S SOLE DISCRETION (EXCEPT FOR SHIPPING AND HANDLING FOR WHICH THE PURCHASER WILL BE RESPONSIBLE) FOR A PERIOD OF ONE (1) YEAR. BASS COMPUTERS, INC. RESERVES THE RIGHT TO MAKE SUBSTITUTIONS WHEN COMPONENTS ARE TO BE REPLACED. CPU's, SPECIAL ORDERS, REFURBISHED PRODUCTS DEFECTIVE OEM-CPU's WILL BE REPLACED FREE OF CHARGE (EXCEPT FOR SHIPPING AND HANDLING FOR WHICH THE PURCHASER WILL BE RESPONSIBLE) FOR A PERIOD OF 90 DAYS. SPECIALLY ORDERED ITEMS AND SOFTWARE ARE NOT WARRANTED BY BASS COMPUTERS, INC. REFURBISHED PRODUCTS ARE SOLD "AS IS" UNLESS OTHERWISE AGREED IN WRITING BY MANAGEMENT. WE DO NOT TAKE SOFTWARE BACK.

COMPUTERS: SELLER WARRANTS THAT ANY COMPUTER ASSEMBLED BY IT TO BE IN WORKING ORDER AND FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP FOR 90 DAYS. DURING THE FIRST 90 DAYS OF THIS WARRANTY, UPON RECEIPT OF THE COMPUTER, SELLER WILL REMOVE THE OLD HARDWARE, TEST AND REPLACE OR REPAIR. AFTER THE FIRST 90 DAYS, THIS WARRANTY IS LIMITED TO PARTS REPLACEMENT AND PURCHASER IS REQUIRED TO REMOVE AND RETURN COMPONENTS AND FOLLOW THE RETURNS PROCEDURES AS OUTLINED ABOVE. SELLER MAKES NO WARRANTY ON ANY SOFTWARE SOLD OR DISTRIBUTED BY SELLER. WE DO NOT TAKE SOFTWARE BACK.

BCI SERIES SYSTEMS- BCI SYSTEMS COME WITH A 3 YEAR DEPOT WARRANTY AND 90 LABOR WARRANTY. DURING THE FIRST 90 DAYS THE SYSTEM MAYBE RETURNED FOR REPAIR WITHOUT ADDITIONAL LABOR FEES TO BUYER. AFTER 90 DAYS THE DEPOT WARRANTY FOR PARTS REPLACEMENT WILL BE SUPPORTED FOR THE REMAINING TERM OF THE 3 YEARS.

SECURITY: EXCEPT AS MAY BE LIMITED HEREIN, DEFECTIVE SECURITY EQUIPMENT SOLD HEREUNDER WILL BE REPAIRED OR REPLACED, IN SELLER'S SOLE DISCRETION (EXCEPT FOR SHIPPING AND HANDLING FOR WHICH THE PURCHASER WILL BE RESPONSIBLE) BASED ON THE WARRANTIES AND POLICIES OF THE EQUIPMENT'S MANUFACTURER.

REFURBISHED EQUIPMENT: SELLER WARRANTS THAT REFURBISHED EQUIPMENT TO BE IN WORKING ORDER AND FREE OF DEFECTS IN WORKMANSHIP FOR THE FOLLOWING AMOUNT OF TIME AND CAN BE RETURNED FOR REPLACEMENT OR CREDIT: SERVERS-1 YEAR, NOTEBOOKS-3 YEARS, NOTEBOOK BATTERIES-30 DAYS, DESKTOPS-3 YEARS, HARD DRIVES-30 DAYS, RACKS-30 DAYS. REFURBISHED PRODUCTS ARE SOLD "AS IS" UNLESS OTHERWISE AGREED IN WRITING ON INVOICE.

REFUSED ORDERS: If Purchaser or Purchaser's agent refuses to accept conforming goods, the Purchaser agrees to pay all shipping and handling fees, and a restocking fee of up to 20% of the order amount.

E-COMMERCE: Bass Computers, Inc. PROVIDES A ECOMMERCE/WEB SITE FOR CUSTOMER CONVENIENCE, By accepting the terms and conditions herein, the customer understands that the access code(s) issued to the person accepting this agreement, shall grant that user access to customer information, sales history, new purchases and other potentially sensitive account information, the customer must further understand that the use of the access code(s) are at the discretion and control of the customer accepting these terms herein, Bass Computers, Inc. ACCEPTS NO responsibility FOR ACCESS CODES OR THEIR USE AFTER ISSUANCE. PLEASE TAKE GREAT CARE WITH YOUR ACCESS CODES, CHANGE IT/THEM AS OFTEN AS YOU LIKE.

REMEDIES: In the event of a breach of warranty or Bass Computers, Inc.'s obligation hereunder, Purchaser shall not be entitled to any consequential, special, indirect or incidental damages.

GOVERNING LAW: This agreement is governed by the laws of the State of Texas, and the venue of any dispute arising under this agreement shall be Harris County, Texas.

Additional Notes: Shipping charges will be calculated as order is processed and released.