BE NETWORKS NV

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BANK ACCOUNT:

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B-1731 ASSE
Belgium

EURO/USD account: 363054394711
IBAN: BE30363054394711
BIC/SWIFT code: BBRUBEBB

Our sales terms & conditions are also available on our website www.be-networks.be and apply to all sales contracts; you are advised to read them. New products are conform to ROHS regulations, EU Directive, 2002/95/EC.
We reserve the right to return without notification any items found tob e counterfeit and to notify the relevant authorities.

Terms and Conditions

1. AGREEMENT.

By placing an order (via purchase order or otherwise) in connection with the quote ("Quote") provided to you, you accept the Quote and the terms and conditions set forth below, and agree that the same shall constitute a valid and binding contract (the "Agreement") between you and BE Networks NV ("BE Networks").

2. PURCHASE AND SALE OF EQUIPMENT

BE Networks will sell to you, and you will purchase from BE Networks, the personal property (the "Equipment") shown on the Quote for the total sales price (the "Sales Price") specified thereon.

3. PAYMENT

Upon placement of an order, you will pay to BE Networks any deposit specified on the Quote. You agree to pay to BE Networks the unpaid balance of the Sales Price within ten days after delivery of the Equipment.
Unless stated otherwise on the Quote, you will pay to BE Networks all charges for transportation and transit insurance to the delivery location. In any event, you are responsible for payment of all rigging and drayage charges, structural alterations, rental of heavy equipment and other expenses necessary to place the Equipment at the desired installation site.
You also agree to pay any applicable taxes, fees or other charges (together with related interest and penalties not arising solely from BE Networks' negligence) imposed or assessed with respect to the Sales Price or other charges paid hereunder, or on the Equipment. This includes all sales taxes, but not taxes based upon BE Networks' net income.
BE Networks will invoice you for the Sales Price. However, receipt of an invoice is not a condition to timely payment. Payment will be made in U.S. Dollars or EURO's to BE Networks' address set forth in the invoice or to such other place as BE Networks may designate in writing. Any payment not made by the due date will accrue interest, from the due date and until it is paid, at the lower of 18% simple interest per annum or the maximum rate allowed by law.

4. DELIVERY AND INSTALLATION

BE Networks will arrange delivery of the Equipment and use reasonable efforts to meet the estimated shipment date specified on the Quote. If a date is not specified, delivery will be made on such date as is consistent with Equipment availability and BE Networks' normal business practices.
You agree to accept delivery of Equipment upon its arrival at the delivery location, and to furnish all labor required for unpacking and placing the Equipment in the desired location at the installation site. Unless stated otherwise on the Quote, you are responsible for all set-up and installation of the Equipment. If BE Networks is responsible for installation, you will allow BE Networks or its designee to perform such work commencing upon delivery of the Equipment or as otherwise agreed.

If the delivered Equipment includes features not specified on the Quote, other than standard features generally provided by the manufacturer at no extra cost, BE Networks will have the right to remove or deactivate such features at its expense at a mutually convenient time.

5. LICENSED SOFTWARE

Any software listed on the Quote will be subject to your separate license agreement with the owner or distributor ("licensor") except as the agreement may conflict with the terms of this Agreement. You will comply with all non-conflicting terms and look solely to the licensor for satisfaction of all claims and warranties relating to the software.

6. TITLE AND RISK OF LOSS

You will receive title to the Equipment (excluding any software), free and clear of all encumbrances, upon full payment of the Sales Price. BE Networks will be responsible for all risk of loss and damage to the Equipment (other than due to your negligence or willful misconduct) until delivery of the Equipment to the loading dock at the designated delivery location. After that, you will be responsible for insuring the Equipment.

7. UPGRADE OF EQUIPMENT

If the Equipment consists of a feature, device or model upgrade for other equipment (an "Upgrade"), all parts removed as part of the Upgrade will become the property of BE Networks unless otherwise stated on the Quote. You will be responsible for assuring the delivery of such removed parts to BE Networks, in good working order and with good and clear title, upon installation of the Upgrade, but in no event later than ten days after your receipt of the Equipment.

8. WARRANTIES

Unless stated otherwise on the Quote, BE Networks warrants that the Equipment will be free from defects in materials and workmanship for a period of ninety (90) days following delivery.
BE NETWORKS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY OF THE EQUIPMENT TO ANY SPECIFICATION, LAW, RULE OR REGULATION.

9. RMA

Advanced replacements will only be issued against product that is found to be fault within one month of purchase. All faulty products must be returned to BE NETWORKS NV within 7 days of the RMA being issued to enable credit being issued or replacement product being shipped out. If advance replacements are found not to be faulty then you will either be invoiced for them or charges a re-stocking fee. All products must be returned in good condition in their original box/packaging along with all cables, documentation, accessories and internal packing material, failure to do this may result in the goods being rejected bij BE NETWORKS NV or a 18% re-stocking fee being administered. **PLEASE ENSURE THE RMA NUMBER IS QUOTED ON THE RETURNS PAPERWORK AND NOT ON THE PACKAGING**

10. DEFAULT

If you breach any of your obligations under this Agreement BE Networks, at its option and without notice declare you in default and (a) terminate the Agreement; (b) take possession of the Equipment without court order, posting of bond or other process and without liability for damages; (c) retain any deposit as liquidated damages; and (d) exercise any other remedies available to it at law or in equity, including without limitation those remedies available under the Uniform Commercial Code.
You agree to pay BE Networks upon demand all costs and expenses (including reasonable attorneys' fees) incurred by BE Networks in enforcing its rights under this Agreement.

11. LIMITATION OF LIABILITY

You agree that BE Networks will not be liable, to any extent whatever, for the selection, merchantability, suitability, fitness, operation or performance of the Equipment or the results obtained. Under no circumstances will BE Networks be liable for any third party claims against you for losses or damages or for any special, incidental or consequential damages (including lost profits or savings), even if BE Networks is informed of their possibility. In any event BE Networks' liability will not exceed the Sales Price for the Equipment.

11. FORCE MAJEURE

Except for any payment obligation, neither you nor BE Networks will be responsible for any delay or failure in performance caused by fire, explosion, war, strike, embargo, governmental requirement, civil or military authority, Act of God, act or omission of carriers or suppliers or other similar causes beyond your or BE Networks' respective control.

12. ASSIGNMENT

YOU AGREE NOT TO ASSIGN, TRANSFER OR DISPOSE OF ALL OR ANY PART OF YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT BE NETWORKS' PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WITHOUT SUCH CONSENT IS VOID. Subject to the foregoing, this Agreement will inure to the benefit of and is binding upon your and BE Networks' respective successors and assigns.

13. GENERAL

This Agreement is the complete agreement regarding the Equipment and replaces any prior oral or written communications between you and BE Networks.

Once accepted by you, any reproduction of this Agreement made by a reliable means (such as a photocopy or facsimile) will be considered an original binding agreement and all Equipment listed on the Quote will be subject to this Agreement.

Additional or different terms in any purchase order or other written communication from you are void unless BE Networks specifically accepts such terms in writing. Failure to object to such terms or the referencing of a purchase order number in connection with a delivery or an invoice will not be deemed an agreement to such terms.

Any notice, request, consent or approval required or given under this Agreement to be effective must be in writing and will be deemed effective upon receipt, or if delivery is refused then on the date sent, if mailed postage prepaid by certified mail, return receipt requested, to BE Networks (attention: "Chief Financial Officer") at its address appearing at the top of the Quote. Either you or BE Networks may change its notice address by notice given in accordance with this provision.

All information provided to BE Networks is non-confidential. If you require the exchange of confidential information, it will be made under a signed BE Networks confidentiality agreement.

Authorized returns will be subject to a twenty five percent restocking fee.

YOU REPRESENT THAT THE ACCEPTANCE, DELIVERY AND PERFORMANCE OF THIS AGREEMENT (I) HAVE BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE OR OTHER ACTION ON YOUR PART, (II) DO NOT REQUIRE THE CONSENT OF ANY THIRD PARTY EXCEPT SUCH AS HAS BEEN DULY OBTAINED, AND (III) DO NOT AND WILL NOT CONTRAVENE ANY LAW, RULE, REGULATION OR ORDER NOW BINDING UPON YOU OR YOUR CHARTER, BY-LAWS OR OTHER ORGANIZATIONAL DOCUMENTS. YOU FURTHER REPRESENT THAT THIS AGREEMENT WILL CONSTITUTE YOUR LEGAL, VALID AND BINDING AGREEMENT ENFORCEABLE IN ACCORDANCE WITH ITS TERMS. YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

THIS AGREEMENT WILL BE DEEMED TO HAVE BEEN MADE IN THE KINGDOM OF BELGIUM AND WILL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF BELGIUM WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICT OF LAW OR CHOICE OF LAW. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE COMMENCED IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE KINGDOM OF BELGIUM.