



Sales Terms and Conditions

THE TERMS AND CONDITIONS OF SALE ARE LIMITED TO THOSE CONTAIN HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS IN ANY FORMS DELIVERED BY CUSTOMER ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN AVANU, LLC'S ("AVANU") INVOICE OR OTHER AVANU, LLC DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE UNLESS CUSTOMER AND AVANU HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.

Important Information

These terms and conditions of sale constitute a binding contract between Customer and AVANU. Customer accepts these terms and conditions of sale by making a purchase, placing an order or otherwise shopping on AVANU's Website (the "Site"). These terms and conditions of sale are subject to change without prior notice, except that the terms and conditions of sale posted on the Site at the time Customer initially places or modifies an order will govern the order in question.

These terms and conditions of sale constitute the entire agreement between Customer and AVANU relating to the terms and conditions of sale of products and services on the Site. Customer consents to receiving electronic records, which may be provided via a Web browser or e-mail application connected to the Internet; individual consumers may withdraw consent to receiving electronic records or have the record provided in non-electronic form by contacting AVANU at the address provided below.

Customer may issue a purchase order for administrative purposes only. Additional or different terms and conditions contained in any such purchase order will be null and void. Customer agrees that the terms and conditions of sale contained herein and in AVANU's invoice or other documentation will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of these terms and conditions of sale or any purchase order or invoice related thereto.

Governing Law

THESE TERMS AND CONDITIONS OF SALE AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY ARBITRATION, ENFORCEMENT OF AN ARBITRATION OR LITIGATION WILL BE BROUGHT IN SANTA CLARA COUNTY, CALIFORNIA AND THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING.

Risk of Loss

Whether Customer uses AVANU's carrier that regularly ships for AVANU or provides AVANU with carrier account number or selects an alternate carrier, all title to products and risk of loss or damage during shipment passes from AVANU to Customer upon shipment departure from AVANU's facilities.

Title to software will remain with the applicable licensor(s). AVANU retains a security interest in the products until payment in full is received. Customer will be responsible for all shipping and related charges.

Export Sales

If this transaction involves an export under the Export Administration Regulations, the commodities, technology and/or software sold or distributed under these terms and conditions of sale exported from the United States by AVANU were exported in accordance with the Export Administration Regulations. Diversion, use, export or re-export contrary to United States law is prohibited. The commodities, technology and/or software sold or distributed under these terms and conditions of sale may not be exported or re-exported to Cuba, Iran, Iraq, Libya, Sudan, North Korea or Syria or to entities or persons that are ineligible under United States law to receive United States commodities, technology and /or software. In addition, manufacturers' warranties for exported products may vary or may be null and void for products exported outside the United States.

Warranties

Customer understands that products purchased by Customer hereunder and the only warranties offered for other manufacturers are by those of other manufacturers, not AVANU. Products manufactured by AVANU, warranties are covered by AVANU in accordance with AVANU's Limited Product Warranty and Support Policy. In purchasing the non-AVANU products, Customer is relying on the other manufacturer's specifications only and is not relying on any statements, specifications in brochures, photographs or other illustrations representing the products that may be provided by AVANU. In connections with other manufacturer's services, neither affiliates of AVANU nor third party service providers are agents of AVANU and AVANU has no obligation or liability arising from any services performed by or any warranty, if any, made by, such service provider. AVANU AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS SOLD OR SERVICES PROVIDED BY THIRD PARTIES OR AFFILIATES OF AVANU, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

Pricing and Availability Disclaimer

All pricing is subject to change. AVANU reserves the right to make adjustments to pricing, products and service offerings for reasons including, but not limited to, changing market conditions, product discontinuation, product unavailability, manufacturer price changes and errors in advertisements. All orders are subject to product availability. Therefore, AVANU cannot guarantee that it will be able to fulfill Customer's orders.

Limitation of Liability

NEITHER AVANU NOR ITS AFFILIATES WILL BE LIABLE FOR LOSS PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, NEITHER AVANU NOR ITS AFFILIATES WILL BE LIABLE FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE OR THE PROVISION OF SERVICES BY THIRD PARTIES, CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES PROVIDED DIRECTLY BY AVANU OR ITS AFFILIATES, NEITHER AVANU NOR ITS AFFILIATES ARE LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE CLAIM.

AVANU will not be responsible for any delays in delivery which result from any circumstances beyond its control, including without limitation product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, general insurrection, acts of God or acts of any government or agency.

Third Party Services

Customer acknowledges and agrees that, in some instances, AVANU and its affiliates are resellers of services and is not the provider of those services. In those cases, the third party service provider is the only party responsible for providing services to Customer. In those cases, Customer will look solely to the third party service provider for any loss, claims or damages arising from or relating to the purchase or provision of such services. Customer hereby releases AVANU and its affiliates from an and all claims arising from or relating to the purchase or provision of any such services by third party service providers. Services may be subject to tax. All amounts, including taxes, associated third party services are being collected by AVANU solely in the capacity as an independent sales agent.

Arbitration

Any claim, dispute, or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) arising from or relating to the products or services sold pursuant to these terms and conditions of sale, the interpretation or application of these terms and conditions of sale or the breach, termination or validity thereof, the relationships which result from these terms and conditions of sale (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories hereto), or AVANU's advertising and marketing (collectively a "Claim") WILL BE RESOLVED, UPON THE ELECTION OF AVANU, CUSTOMER OR THIRD PARTIES INVOLVED, EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION, If arbitration is chosen, it will be conducted pursuant to the Rules of the American Arbitration Association, with offices in San Jose, CA. If arbitration is chosen by any party with respect to a Claim, neither AVANU nor Customer will have the right to litigate that Claim in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. Further, Customer will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Notwithstanding any choice of law provision included in these terms and conditions of sale, this arbitration agreement is subject to the Federal Arbitration Act (9 U.S.C. 1-16). The arbitration will take place in San Jose, CA. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration. The existence or results of any arbitration will be treated as confidential. Notwithstanding anything to the contrary contained herein, all matters pertaining to the collection of amounts due to AVANU arising out of sales hereunder will be exclusively litigated in court rather than through arbitration.

Orders, Payment Terms, Interest, and Taxes

Orders are not binding upon AVANU unless accepted (credit card transactions processed on the site DO NOT constitute acceptance of an order) by AVANU and we reserve the right to cancel any order for any reason. Terms of payment are within AVANU's sole discretion. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice. AVANU may invoice parts of an order separately. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1-1/2%) per month or at the highest rate allowed by law. Customer is responsible for, and will indemnify and hold AVANU harmless from, any applicable sales, use or other taxes associated with the order. Customer must claim any exemption from tax at the time of purchase and provide the necessary supporting documentation. any sales, use or other applicable tax is based on the location to which the order is shipped. In the event of a payment default, Customer will be responsible for all of AVANU's costs of collection, including court costs, filing fees and attorney's fees. All payments by wire transfer must be completed within 24 hours of sale. If an order is not paid within the 24-hour window the order will become null and void.

Return Policies

AVANU has a thirty-day (30) money back guarantee on products manufactured by AVANU, returns are covered by AVANU in accordance with AVANU's Limited Product Warranty and Support Policy. All other manufacturer products are guaranteed by the respective manufacturer (unless specifically states otherwise). AVANU will honor any third party manufacturer's 30-day return policy, which may be subject up to a 15% restocking fee. Customer is responsible for all shipping and handling costs).

All returns are subject to a restocking fee up to 15%, depending on the condition of product and packaging material; and cost incurred in restocking.

All returns require a Return Authorization (RMA) number, which you can obtain from Customer Service or your Account

Representative. This is the only source of Return Authorization. Please note that an RMA number does not guarantee final disposition. All returns are subject to inspection.

All returned merchandise must be in original factory condition, including all packaging materials, inserts and manuals, warranty cards (not filled out), and accessories. AVANU will charge for any replacement of damaged, altered, missing, written-on, or taped-on contents or cartons. AVANU reserves the right to refuse any such returns.

Return Procedure

Products must be properly packed in separate shipping container or box with the RMA number issued by AVANU on the shipping label. Any merchandise returned to AVANU without prior authorization will be refused. Please ship your parcel back to AVANU freight and insurance pre-paid. AVANU will not be responsible for any shipment damage or loss during transit back to AVANU. AVANU will not accept any COD or freight collect shipments. No product will be accepted for exchange or return without authorization.

Contact Information

Monday to Friday excluding US Holidays; 8:00 am to 5:00 pm Pacific time

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