Terms and Conditions of Sale

These terms and conditions of sales which appear on all invoices are the terms and conditions upon which Kamsol, Inc. DBA Edge Solutions Group (EDGESG) make all sales. EDGESG will not accept any other terms and conditions of sale, unless Buyer and EDGESG have executed a master contract which specifically supersedes and replaces these terms and conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer's assent, expressed or implied, to the terms and conditions set forth herein without modification or addition.

1. ACCEPTANCE

Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from EDGESG; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer. EDGESG's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification or exception, and any term, condition or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by EDGESG. EDGESG's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be EDGESG's acceptance or approval thereof.

2. DELIVERY

Unless otherwise agreed in writing, delivery shall be made in accordance with EDGESG's shipping policy in effect on the date of shipment. For all domestic transactions, unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by EDGESG to the carrier or Buyer's representative at EDGESG's warehouse. For all international transactions, the Product shall be sold on a delivered, insurance paid, duty and international freight unpaid basis. EDGESG assumes no responsibility for charges attendant to Customs clearance in the country of delivery, customs duty, VAT or any other charges or taxes within the country designated for delivery by the Buyer. Title and risk of loss shall pass to the Buyer upon delivery to the port designated by the Buyer and prior to Customs clearance. Delivery is subject to the payment provisions set forth herein and to EDGESG's receipt from Buyer of all necessary information and documentation from Buyer including all import certificates, exemption and/or resale certificates, licenses and other documents as may be required from Buyer for export of the Product. Buyer shall promptly notify EDGESG, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. EDGESG shall not be liable for any shipment delays beyond the reasonable control of EDGESG which affect EDGESG or any of EDGESG's suppliers, including, but not limited to, delays caused by unavailability or shortages of Products from EDGESG's suppliers; natural disasters, acts of war; acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel or power through normal commercial channels at customary and reasonable rate s; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

3. PRICE AND PAYMENT

Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes), as well as import or customs duties, license fees and similar charges, however designated or levied on the sale of the Products (or the delivery thereof) or measured by the purchase price paid for the Products. (EDGESG's prices set forth on the front side of the invoice do not include such taxes, fees and charges.) Exemption certificates must be presented prior to shipment if they are to be honored. Unless otherwise specified, payment terms are Net 30. EDGESG, at its discretion, may require reasonable advance assurances of payment through irrevocable bank letters of credit or otherwise. All unpaid invoices shall bear interest at an amount equal to 1-1/2% of the outstanding balance per month (or the maximum rate of interest allowed to be contracted for by law, whichever is less), commencing upon the date payment is due. Buyer's failure to make timely payment may result in such action as commencement of proceedings for collection, revocation of credit, stoppage of shipment, delay or cessation of future deliveries, repossession of unpaid delivered goods and termination of any one or more sales agreements. Notwithstanding any "net" payment provisions specified on the invoice, EDGESG shall have no continuing obligation to deliver Products on credit, and any credit approval may be withdrawn by EDGESG at any time and without prior notice. EDGESG retains (and Buyer grants to EDGESG by submitting a purchase order) a security interest in the Products to secure payment in full and compliance with all sales agreements, and Buyer agrees to execute any additional documents necessary to perfect such security interest. In the event the sales invoice shall be placed by EDGESG in the hands of an attorney for the purpose of collection, with or without litigation, or for the purpose of enforcing EDGESG's security interest in the Products, the Buyer agrees to pay any and all costs associated with such placement, including, wi thout limitation, attorney's fees and costs incurred prior to, during, or subsequent to trial, and including, without limitation, collection, bankruptcy, or other creditor's rights proceedings. If a sale is to occur, or the Product is to be shipped, outside of the United States, Buyer acknowledges and agrees that the amount due EDGESG is contracted in U.S. Dollars and that payment in U.S. Dollars is of the essence. Any payment by Buyer in local currency or the receipt by EDGESG of local currency as a consequence of enforcement procedures against Buyer will be deemed an authorization for EDGESG to use that local currency to purchase U.S. Dollars or, if such purchase is prohibited by local law, an authorization to purchase

appropriate bonds or other instruments and export them from the Buyer's country in order to convert the currency into U.S. Dollars and apply the proceeds to the payment of any amounts owed to EDGESG by Buyer. Any deficiency as a result of conversion of payment into U.S. Dollars shall be the responsibility of Buyer.

4. PRODUCT RETURNS

Return of Products purchased hereunder because such Products are claimed to be defective, shall be governed by EDGESG's Product Return policies as set forth in EDGESG's website in effect on the date of the invoice, or as otherwise provided by EDGESG to Buyer in writing. EDGESG reserves the right to modify or eliminate such policies at any time. Although EDGESG's policies may permit Buyer to return Products claimed to be defective under certain circumstances, EDGESG makes no representations or warranties of any kind with respect to the Products. EDGESG HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EDGESG WILL NOT BE LIABLE FOR ANY DAMAGE, LOSS, COST OR EXPENSE FOR BREACH OF WARRANTY. The right to return defective Products, as previously described, shall constitute EDGESG's sole liability and Buyer's exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Product, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. In the event EDGESG issues a return authorization to Buyer allowing Buyer to return Product to EDGESG, Buyer will deliver the Product to EDGESG's address in the United States, if so required by EDGESG, and Buyer shall bear all applicable federal, state, municipal and other government taxes (such as sales, use and similar taxes) as well as import or customs duties, license fees and similar charges, however designated or levied, on any replacement Product to be shipped by EDGESG to Buyer.

5. LIMITATION OF LIABILITY

EDGESG shall not be liable under any circumstances for any special, consequential, incidental, PUNITIVE or exemplary damages arising out of or in any way connected with the agreement to sell Product to Buyer or the Product, including, but not limited to, damages for lost profits, loss of use, lost data or for any damages or sums paid by Buyer to third parties, even if EDGESG has been advised of possibility of such damages. The foregoing limitation of liability shall apply whether any claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

6. GENERAL

These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by EDGESG to Buyer and shall supersede all prior offers, negotiations, understandings and agreements. Unless Buyer and EDGESG have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein. No additional or different terms or conditions, whether material or immaterial, shall become a part of any sales agreement unless expressly accepted in writing by an authorized officer of EDGESG in the United States. Any waiver by EDGESG of one or more of these terms and conditions or any defaults hereunder shall not constitute a waiver of the remaining terms and conditions or of any future defaults hereunder. No failure or delay by either party in exercising or enforcing any right hereunder shall operate as a waiver thereof or preclude any other exercise or enforcement of rights hereunder. Any provision of these terms and conditions that is prohibited or unenforceable under the laws of the State of California shall be ineffective to the extent of such prohibition or unenforceability, without impairing or invalidating the remaining provisions of these terms and conditions. All sales agreements shall be deemed made in, and shall be governed by, the laws of the State of California. The venue for any disputes arising out of any sales agreement shall be, at EDGESG's sole and exclusive option, Santa Clara County, California or the courts with proper jurisdiction at Buyer's location. ALL SALES TRANSACTIONS EXCLUDE THE APPLICATION OF THE 1980 UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.