

# 1 Year Guarantee

Nasco Distributor Sales guarantees that if any electronic component sold within one (1) year from the date of purchase fails, Nasco Distributor Sales will either replace the electronic component or refund the purchase price (the "Guarantee"), subject to the following terms and conditions:

1. These terms and conditions supplement, and do not supersede, the terms and conditions set forth on the invoice for the electronic component being returned by the Purchaser under this Guarantee. This Guarantee is subject to such terms and conditions and forms a part of the Customer Purchase Order.

2. Nasco Distributor Sales assumes no duty or obligation whatsoever, express or implied, to any third party as a result of this Guarantee.

3. This Guarantee begins on the date of the invoice for the electronic component being guaranteed and extends for one (1) year only from that date.

4. In order for the Purchaser to receive the benefit of this Guarantee, the Purchaser must provide to Nasco Distributor Sales written notification within thirty (30) days of the alleged failure of the electronic component covered by this Guarantee. Such notification must include all of the following information:

(a) the original invoice for the electronic components being returned or a legible copy of the invoice showing that Purchaser's electronic component is covered by this Guarantee;

(b) identification of the electronic component that the Purchaser claims has failed; and

(c) a detailed written analysis as to the failure of the component.

5. All written notices pertaining to this Guarantee shall be sent to Nasco Distributor Sales at its address shown on the invoice and such notice shall be directed to the attention of Bobbi Ellis.

6. For any electronic component returned to Nasco Distributor Sales under this Guarantee, Nasco Distributor Sales, may, at its sole option and in its sole discretion, either:

(a) replace the electronic component with another comparable electronic component; or

(b) refund the purchase price of such electronic component.

7. Nasco Distributor Sales shall have no other obligations to the Purchaser, whatsoever, under this Guarantee.

8. This Guarantee is void if the failure of any electronic component is caused by the Purchaser's negligence, misuse (including misuse relating to the handling, storage, transportation, or installation of the electronic component), or use that is otherwise inconsistent with the manufacturer's recommended use of the electronic component.

9. Nasco Distributor Sales has the right to have an independent third party examine and test any electronic component to determine if such electronic component failed and, in the event of such failure, the cause of such failure. The conclusion of such independent third party shall be conclusive in determining the parties' rights under this Guarantee.

10. This Guarantee is void if the Purchaser failed to timely and fully pay to Nasco Distributor Sales the full purchase price reflected on the invoice for the electronic component.

11. The validity, enforcement, construction, and interpretation of this Guarantee are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions.

12. Nasco Distributor Sales and the Purchaser (a) consent to the personal jurisdiction of the state and federal courts having jurisdiction over Pinellas County, Florida, (b) stipulate that the proper, exclusive, and convenient venues for all legal proceedings arising out of this Guarantee are Pinellas County, Florida, for a state court proceeding, and the Middle District of Florida, Tampa Division, for a federal court proceeding, and (c) waive any defense or argument, whether asserted by motion or pleading, that Pinellas County, Florida, or the Middle District of Florida, Tampa Division, is an improper or inconvenient venue.

13. This Guarantee is void where prohibited by law.

14. Nasco Distributor Sales reserves the right to modify, cancel or terminate this Guarantee and/or any of its terms and conditions, at any time, in its sole discretion.

15. Nasco Distributor Sales is not liable under this Guarantee for any damages or losses of any kind, whatsoever, including but not limited to consequential, incidental, special, punitive, or exemplary damages, loss of use, loss of data, procurement of substitute goods, loss of revenue, loss of profits, or loss of goodwill whether arising under statute, common law, or at equity.

16. This Guarantee applies only to the entity that directly purchases the electronic component from Nasco Distributor Sales (the "Purchaser"). Any and all rights arising under this Guarantee are strictly

personal to the Purchaser and are absolutely non-transferrable. This Guarantee is not available to resellers, brokers, distributors, importers or exporters