



Track Star International, Inc.
8801 J. M. Keynes Drive
Suite 260
Charlotte, NC 28262
1-800-661-3515
FAX 1-980-207-1853

TERMS OF SALE

1. GENERAL

The following terms and conditions, including those on any quotation (if applicable) provided by Track Star International, Inc., shall constitute the entire agreement for the purchase and sale of Track Star International, Inc. products. Any terms and conditions contained in the Purchaser's purchase order or request for quotation, which are different from or in addition to these terms and conditions, shall not be binding upon Track Star International, Inc. unless such alternate terms and conditions are agreed to by Track Star International, Inc. in writing.

2. CHANGES

Prior to the date of shipment of any product or products hereunder, the Purchaser shall have the right to make changes in its order provided that Track Star International, Inc. receives written notice of the desired changes and accepts the same and provided further that the Purchaser accepts any additional charges resulting from said changes as determined by Track Star International, Inc.. Failure of Track Star International, Inc. to accept a Purchaser's request to change its purchase order shall not be cause for Purchaser's cancellation of its order.

3. CANCELLATION

A Purchase order or any part thereof, which is accepted by Track Star International, Inc., may not be cancelled after the order has been shipped.

Special Products: When Special Products are a part of a Purchaser's Purchase Order, the Purchase Order will be considered **NON CANCELLABLE** and **NON ALTERABLE** when it is accepted by Track Star International, Inc. Special Products shall be defined as those products that are not listed in current price lists or catalogs.

4. WARRANTY

Track Star International, Inc.'s standard warranty applies to all products ordered by Purchasers. By placing an order, Purchaser acknowledges that no other Warranty or Guarantee of any kind or type applies to Track Star International, Inc. products unless such additional Warranty or Guarantee has been specifically delivered in writing to the Purchaser.

LIMITED WARRANTY AND DISCLAIMER

Track Star International, Incorporated warrants that for a period of 90 days from the date of delivery to you, the CD or DVD on which the product is furnished will, under normal use, be free

from defects in material and workmanship and that the software, under normal use, will perform without significant errors that make it unusable. Track Star International, Incorporated entire liability and your exclusive remedy under this warranty will be, at our discretion, to attempt to correct or help you around errors which we believe suitable to the problem or to replace the CD or DVD.

Except for the above expressed limited warranty, **Track Star International, Incorporated** makes no further claim of fitness for any purpose or of merchantability. We do not warrant that the operation of the software will be uninterrupted or error free. No distributor, person or entity is authorized or permitted to make any claim beyond those presented here and **Track Star International, Incorporated** will not honor any additional claims.

In no event will **Track Star International, Incorporated** be liable for any damages including loss of data, lost profits, lost business, cost of cover or any other special, incidental, consequential or indirect damages arising from the software or any accompanying documents however caused and on any theory of liability.

5. RETURN OF GOODS

Products delivered by Track Star International, Inc. are not returnable except under the terms defined in the Warranty.

6. DELAYS

Track Star International, Inc. shall not be liable for damages in performance due to circumstances beyond its reasonable control, including but not limited to, fires, floods, storms and other acts of God, accidents, strikes, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Track Star International, Inc. to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

6. LIMITATION OF LIABILITY

No claim made hereunder by the Purchaser, whether as to goods delivered or for non-delivery shall be greater than the purchase price of the goods in respect to which such claim is made, and Track Star International, Inc. shall under no circumstances be liable for consequential damages.

7. MISCELLANEOUS

(a) This agreement may not be assigned or otherwise transferred by Purchaser without the prior written consent of Track Star International, Inc., and any such assignment or transfer without such prior written consent shall be null and void and of no force or effect whatsoever.

(b) Track Star International, Inc.'s failure to insist, in one or more instances, upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of its right to such performance or the future performance of such term or terms and Purchaser's obligation with respect thereto shall continue in full force and effect.

(c) Any notice or other communication required or permitted hereunder shall be sufficiently given if sent in writing by US mail, postage prepaid, to the other party thereto at its respective address on file with Track Star International, Inc.. Any such notice, if so mailed, shall be deemed to have been received on the third business day following such mailing. Either party hereto may change its address for notice purposes by written notice to the other party.

(d) The paragraph headings in this agreement are used for convenience only. They form no part of this agreement and are in no way intended to alter or affect the meaning of this agreement.

(f) The invalidity, in whole or part, of any provisions of this Agreement shall not affect the validity or enforceability of any other of its provisions.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(h) Specification: Technical characteristics, Specifications and all other data stated on our catalogs and other technical documents are not binding. We reserve the right to modify any characteristic or description without notice.

8. TAXES

All applicable federal, state or local sales, use or excise taxes are the responsibility of the Purchaser. Sales tax will be billed for all shipments and deliveries unless Purchaser has a valid Sales Tax Exemption form on file with Track Star International, Inc. at the time of product shipment.

9. PAYMENT TERMS

Purchaser will pay invoices presented by Track Star International, Inc. in accordance with Credit Terms granted by Track Star International, Inc. A service charge of 1 1/2% per month (18% annual rate) will be charged on any balances which are over thirty (30) days.

All shipments are F.O.B. Track Star's locations in Charlotte, NC or Clinton, NY and shipping charges will be applied to all invoices.