

TERMS & CONDITIONS

1. DEBTOR shall pay invoice according to terms printed on invoices in United States Dollars. Invoices not paid according to terms may be charged a late fee at the rate of one and one-half (1 1/2) percent per month on the unpaid balance. The DEBTOR further agrees to pay a \$25.00 charge for all return checks. DEBTOR and SURIA COMPUTER CORPORATION agree that such fee represent the parties reasonable estimate of fair compensation to SURIA COMPUTER CORPORATION for any loss SURIA COMPUTER CORPORATION may sustain by reason of DEBTOR'S late payment. SURIA COMPUTER CORPORATION may at its option, refuse to ship any Product, require that all orders be sent COD, or may terminate this agreement if DEBTOR (a) is delinquent in payment hereunder, or (b) fails to meet credit or other financial requirements established by SURIA COMPUTER CORPORATION.
2. As security for the payment of the entire balance owed by DEBTOR to SURIA COMPUTER CORPORATION, SURIA COMPUTER CORPORATION retains a security interest in and the goods sold to DEBTOR, SURIA COMPUTER CORPORATION may, in the manner provided by law retake the goods and, in addition hereto, pursue any other remedies provided by law.
3. DEBTOR agrees to pay all cost of collection of any delinquent accounts including but not limited to attorneys fees, collection agency fees and court costs.
4. The terms of this agreement may be amended from time to time by written notice to DEBTOR deposited in the United States Mail and addressed to his last known address, SURIA COMPUTER CORPORATION expressly reserves the right to change, without notice to DEBTOR, the Credit Limit available to DEBTOR.
5. SURIA COMPUTER CORPORATION is authorised to investigate the DEBTOR'S credit record and to report to responsible persons and Bureaus, DEBTOR'S performance of this agreement. DEBTOR agrees to provide such further financial information and documentation as may be required from time to time by SURIA COMPUTER CORPORATION. This agreement shall not be effective until SURIA COMPUTER CORPORATION has approved DEBTOR'S application.
6. DEBTOR will furnish SURIA COMPUTER CORPORATION with a confirming purchase order when placing any orders
7. Until Credit is approved, all purchases from SURIA COMPUTER CORPORATION will be on a COD cashiers check basis.
8. Any sales, used, or similar such taxes assessed by the state, parish, or county of which DEBTOR is resident shall be paid by DEBTOR and the payment of such shall be the sole responsibility of the DEBTOR.
- 9.1 The undersigned hereby absolutely and unconditionally Guarantees to SURIA COMPUTER CORPORATION, its successors and assigns, the full prompt payment to SURIA COMPUTER CORPORATION when due, or upon demand thereafter, of any and all indebtedness, obligations, and liabilities of Debtor to SURIA COMPUTER CORPORATION of whatever nature, whether originating in transactions between SURIA COMPUTER CORPORATION and DEBTOR or assigned or transferred to SURIA COMPUTER CORPORATION, whether now existing or hereafter incurred, and whether absolute or contingent, including but not limited to every account, note, check, bill of exchange, draft, trade acceptance, loan, advance, discount or any other instrument or evidence of indebtedness (hereinafter called "Obligations") in connection with which DEBTOR either as maker, drawer, guarantor, indorser, obligor or otherwise, directly or contingently, is now or may become liable to SURIA COMPUTER CORPORATION, together with interest said Obligations may now or hereafter bear.
- 9.2 This is a continuing Guaranty and shall remain in full force and effect until written notice shall have been received by SURIA COMPUTER CORPORATION from the undersigned revoking this Guaranty; but such notice of revocation shall not affect the liability of the undersigned as to any Obligation of DEBTOR incurred prior to the time of actual receipt by SURIA COMPUTER CORPORATION of such notice, whether such Obligation be direct or indirect, absolute or contingent, matured or unmatured, at the time of receipt of such notice.
- 9.3 The undersigned hereby waives: (a.) notice of acceptance of this Guaranty; (b.) notice of any advances, loans or extension of credit by SURIA COMPUTER CORPORATION to DEBTOR; (c.) presentment, demand, protest or notice of non-payment and / or dishonour of any or Obligations of DEBTOR to SURIA COMPUTER CORPORATION or of any instruments or documents evidencing and/ or given pursuant thereto; (d.) notice of any default by DEBTOR; (e.) notice of demand of payment; (f.) notice of full or partial payment of any Obligations of DEBTOR to SURIA COMPUTER CORPORATION; (g.) any notice to or making of any claim or demand hereunder upon the undersigned; and the undersigned further waives defenses, offsets and counterclaims which the undersigned or DEBTOR may now or hereafter have upon any Obligation hereon and trial by jury or the right thereto in any action or proceeding arising on, out of or relating to this Guaranty or its validity, interpretations or enforcement.
- 9.4 Upon the happening of any one or more of the following events, or at any time thereafter any or all Obligations of DEBTOR shall, at SURIA COMPUTER CORPORATION'S sole option, become immediately due and payable by the undersigned without demand or notice; (a) non payment by DEBTOR of any of the Obligations when due; (b) the death, failure in business, dissolution or termination of existence of the DEBTOR or the undersigned; (c) the filing of any petition in bankruptcy by or against the DEBTOR or the undersigned, or any proceedings in bankruptcy, or under any laws or regulations of any jurisdiction relating to the relief of debtors, being commenced for the relieve or readjustment of any indebtedness of the DEBTOR or the undersigned, either through reorganization, composition, extension or otherwise; (d) the making by the DEBTOR or the undersigned of an assignment for the benefit of creditors or the taking advantage by either of them of any insolvency law; (e) the appointment of a receiver of any property of the DEBTOR or the undersigned.
- 9.5 The undersigned hereby consents to and agrees that SURIA COMPUTER CORPORATION may at any time or from time to time, in its discretion, before or after any default of DEBTOR with respect to any Obligations hereunder and without notice to, knowledge of or assent from the undersigned; (a) extend or change the time, manner, place or terms of payment of any of the Obligations of DEBTOR to SURIA COMPUTER CORPORATION; (b) exchange, release or surrender any or all collateral security now or hereafter held by SURIA COMPUTER CORPORATION in connection with any or all Obligations of DEBTOR to SURIA COMPUTER CORPORATION; (c) settle, modify, release or compromise with the DEBTOR or with third parties any and all Obligations of DEBTOR to SURIA COMPUTER CORPORATION. Any or all of the forgoing shall be accomplished by SURIA COMPUTER CORPORATION in such manner and upon such terms as it sees fit, and the undersigned shall remain bound upon this Guaranty notwithstanding any such action taken by SURIA COMPUTER CORPORATION as aforesaid.
- 9.6 This is a Guaranty of payment and not of collection and the undersigned further waives any right to require that any action be brought against DEBTOR or any other person or to require that resort be had to any security or collateral held by SURIA COMPUTER CORPORATION prior to the exercise of any rights that SURIA COMPUTER CORPORATION may have by virtue of this Guaranty. Further, no delay on the part of SURIA COMPUTER CORPORATION in exercising any of its rights hereunder or failure to exercise the same shall operate as a waiver of such rights; no notice of or demand on the undersigned shall be deemed a waiver of this Guaranty or of the right of SURIA COMPUTER CORPORATION to take further action without notice or demand as herein provided.
- 9.7 The undersigned agrees, without notice or demand, to reimburse SURIA COMPUTER CORPORATION, to the extent that such reimbursement is not made by DEBTOR, for all expenses, including reasonable counsel fees, incurred by SURIA COMPUTER CORPORATION in connection with any Obligations of DEBTOR hereunder or the collection thereof.
- 9.8 The provisions of this Guaranty may not be waived or modified except in writing signed by a duly authorised representative of SURIA COMPUTER CORPORATION.
- 9.9 The undersigned acknowledges that no statements, undertakings, representations, warranties or inducements were made by SURIA COMPUTER CORPORATION to or for the undersigned other than as may herein be contained, in any manner, either written or oral, express or implied, to induce the undersigned to signed this Guaranty.
- 9.10 The Guaranty shall be interpreted in accordance with the laws of the State of California and shall be binding upon the undersigned and the legal representatives of the undersigned, the undersigned hereby submits to the jurisdiction of the Superior court of California and shall inure to the benefit of SURIA COMPUTER CORPORATION, its successors and the assigns.
- 9.11 The undersigned, if a corporation, hereby represents that this Guaranty has been duly authorised by its Board of Directors as is evidenced by the Corporate resolution authorising same, a certified copy of which is annexed hereto.
- 9.12 If this Guaranty is executed by two or more parties, each party shall be jointly and severally liable hereunder, and the word "undersigned" wherever used herein shall be construed to refer to each of such parties separately, all in the same manner and with the same effect as if each had signed separate instruments. This Guaranty shall not be revoked or impaired as to anyone or more of such parties by the revocation or release of any liabilities hereunder of any one or more of such other parties. This Guaranty shall become effective and shall be deemed fully executes and delivered to SURIA COMPUTER CORPORATION as to each of two or more parties immediately upon the signing by each party.

I HEREBY FULLY ACCEPT AND AGREE TO SURIA COMPUTER CORPORATIONS TERMS, CONDITIONS AND TERMS OF SALES AND CERTIFY THAT TI AM AWARE THAT THESE TERMS, CONDITIONS AND TERMS OF SALES WILL CHANGE WITHOUT NOTICE.