




2100 NW 97th Avenue ▪ Doral, Florida 33172 ▪ Telephone: (305) 477-6406 ▪ Fax: (305) 477-1788

Dear Prospective Customer,

Thank you for choosing  as your provider of high technology solutions and services.


We are pleased to establish an account for your company and look forward to providing you with quality products and first class customer service.

As required for all new accounts, please complete the enclosed application in its entirety. Please note that in addition, the following documentation must be submitted with the signed application:

- Copy of signed Resellers Tax ID (U.S. accounts ONLY)
- Non-resident Dealer Certificate (non-U.S. accounts)
- Copy of Articles of Incorporation
- Copy of Identification of owner/officer signing application
- Copy of board resolution granting authority to officer signing the application
- Audited Financial statements for the last two fiscal, and interim if available (if not audited, the financial statements must be signed by the owner and/or officer signing the credit application)
- Shipper Agreement

Once all documents have been received, we will process the request and notify you within (2) two business days.

If you have any questions regarding our application or approval requirements, please contact your credit representative at (305) 392-7345. We would be happy to assist you in the process.

Again, we thank you for choosing. 

Sincerely,

Pablo Suarez
President



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CUSTOMER INFORMATION

Company Legal Name: _____
 DBA Name: _____
 Telephone: _____ Fax: _____ Web-site Address: _____
 Billing Address, City, State, Zip Code, Country: _____
 Shipping Address, City, State, Zip Code, Country: _____
 Accounts Payable
 Contact: _____ e-mail: _____ Phone: _____

Date Company Started	Annual Sales Volume	Est. Monthly Purchase Volume	Dunn Bradstreet (D&B) No#
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Business is:
 Corporation Partnership Proprietorship Other (explain): _____
 Subsidiary of (if applicable): _____
 Resale/Sales Tax # (HARD COPY REQUIRED) _____ Federal Tax ID# - REQUIRED _____

Description of general condition of premises: Owned Rented Concession House
 Main business is: Wholesaler Retailer Distribution Manufacturer Other: _____
 What is your estimated revenue by product category: Components _____ Hewlett Packard _____
 Desktop/Notebooks _____ Accessories _____ High-end storage _____ Networking _____
 Consumer Electronics _____
 Number of employees: _____
 Do you have an existing account with Bell Micro? Yes No Account Name: _____
 Have you had an account with Bell Micro in the past? Yes No
 If Yes, specify Branch: _____ Account Name: _____
 If you anticipate exporting product purchased from Bell Micro, especify countries/regions where product will be shipped:

COMPANY OFFICER/OWNER INFORMATION

Owner/ Legal Representative Name	Title	% of Ownership
_____	_____	_____
Email Address	Business Phone	Cel Phone
_____	_____	_____
Social Security #	Passport (attach a copy of photo ID on all officers)	
_____	_____	
Driver's License #	State/Country	
_____	_____	
Owner/ Legal Representative Name	Title	% of Ownership
_____	_____	_____
Email Address	Business Phone	Cel Phone
_____	_____	_____
Social Security #	Passport (attach a copy of photo ID on all officers)	
_____	_____	
Driver's License #	State/Country	
_____	_____	

BANK REFERENCES

Bank Name	Contact Name	Telephone #
Address (Street, City, State & Zip)		Date Account Opened
Checking Account #	Savings Account #	
Bank Name	Contact Name	Telephone #
Address (Street, City, State & Zip)		Date Account Opened
Checking Account #	Savings Account #	

CREDIT REFERENCES

Supplier	Contact Name	E-mail
Address (Street, City, State & Zip)	Account Number	Telephone # Fax #
Supplier	Contact Name	E-mail
Address (Street, City, State & Zip)	Account Number	Telephone # Fax #
Supplier	Contact Name	E-mail
Address (Street, City, State & Zip)	Account Number	Telephone # Fax #

*** I authorize Bell Microproducts to contact bank and trade creditors during the credit review process and periodically thereafter to update the credit file.

X _____
Printed Name

Owner/ Legal Representative's Signature



Agreement to Terms:

Credit Agreement – If credit is being requested, I understand that Bell Microproducts may investigate my financial status and the company's, and may request additional documents. If credit is granted, Bell Microproducts may revoke credit at any time.

Returned Checks – I understand that Bell Microproducts will assess a \$100 fee for each returned check. Account will be on hold status until the check is replaced by a cashier's check.

Interest – I agree to pay 18% annual rate of interest on any balance not paid within specified terms.

Attorney/Collection Fees – If any amount due to Bell Microproducts is collected through an attorney or collection agency, I agree to pay 25% of the total due as attorney/collection agency's fees.

Merchandise – All merchandise is delivered to customer at Bell Microproducts designated EX-Works Doral, Florida, U.S.A, unless noted otherwise. Note Bell Microproducts will not be held responsible for loss, damage or theft of any merchandise once it leaves Bell Microproducts's warehouse.

In signing this agreement I verify that the information provided is true and accurate.

Date

Printed Name

Owner/ Legal Representative's Signature



NON-RESIDENT DEALER'S CERTIFICATION

I, the Non-resident dealer shown below, declare that all merchandise purchased from Bell Microproducts will be transported outside the State of Florida for resale and is therefore not subject to the collection of Florida State Sales Tax pursuant to – Florida Statute No. FS. 12A -1.064.

Non-resident Dealer Name (Company): _____

Non-resident Dealer Address: _____

Business Licence # _____

Name of Legal Representative: _____

Name on Passport: _____ Passport #: _____

Country of Issue: _____ Date of Issue: _____

Address in home country: _____

(Attach copies of the Passport Certification page, I-94, Driver's License and Social Security Card)

I, the non-resident dealer shown above, do hereby swear, attest and declare that I have provided all the information shown above to Bell Microproducts and certify that it is true and correct.

Signature: _____

Date: _____

PERSONAL GUARANTEE

I, _____, for and in consideration of your extension of credit to _____
_____ (herein referred to as "the Company") of which I am _____

(title), hereby personally guarantee the payment of any obligations to Bell Microproducts (herein referred to as "Bell Micro") by the Company and further agree to bind myself, my heirs and/or estate to pay Bell Micro, on demand, any sum due to Bell Micro by the Company whenever the Company fails to pay said obligations. It is understood that this guarantee shall be a continuing and irrevocable guarantee and indemnity for such indebtedness of the Company. I do hereby waive "Notice of Default", "Notice of non-payment", and further "Notice" thereof, and consent to any modification under the Company account with Bell Micro and unpaid by the Company, all pre-litigation, litigation and post-litigation attorney's fees, filing and administrative fees, as well as court costs and any collection agency fees that may be incurred, including a reasonable sum for "Action" herein and that the venue and jurisdiction for implementation and remedy of this guarantee shall rest in Miami-Dade County, Florida, United States of America.

Guarantor

Signed: _____ Print Name: _____

Date of Birth: _____ Social Security # _____

Home Address: _____ Home Telephone: _____

Florida Driver's License #: _____

Passport # _____ Expiration Date: _____ Country of Issue: _____

Date: _____

Guarantor

Signed: _____ Print Name: _____

Date of Birth: _____ Social Security # _____

Home Address: _____ Home Telephone: _____

Florida Driver's License #: _____

Passport # _____ Expiration Date: _____ Country of Issue: _____

Date: _____

STATE OF FLORIDA }

County of Miami-Dade }

On this the _____ day of _____, 20 _____, I attest that the preceding document was signed by the party indicated above and that the above document is not a public record, certified copies of which would be available from an official source other than a notary public.

Notary Public
State of Florida

FEDERAL AVIATION ADMINISTRATION "KNOWN SHIPPER"
AGREEMENT BETWEEN BELL MICROPRODUCTS
AND AN FAA-APPROVED INDIRECT AIR CARRIER

BELL MICROPRODUCTS

AND

{_____}

{_____}

{_____}

{_____}

IAC's NAME AND ADDRESS

{_____}

DATE

Article I

This Agreement is entered into by and between Bell Microproducts (hereinafter referred to as "Bell Micro"), a California corporation, and {_____}, a Federal Aviation Administration ("FAA")-approved Indirect Air Carrier (hereinafter referred to as the "IAC" or "Carrier"), whereby the parties mutually agree to all terms and conditions contained herein. {_____} is an approved IAC as that term is defined under the FAA's Indirect Air Carrier Standard Security Program. As such, {_____} is authorized to enter into this agreement with the Bell Micro, acting as the "shipper" as that term is defined by FAA cargo security regulations, notwithstanding any commercial terms that may be applicable to any transportation documentation (air waybill; warehouse receipt; Shipper's Export Declaration; etc.) that may be issued by the IAC.

Article 2

The primary purpose of this contract is to properly comply with all governing federal air cargo security regulations regarding the tendering of freight to the IAC by a "known shipper." See IACSSP Sec. IV et seq. (Rev. June 6th, 2000); Emergency Amendment 109-01-01 A and B (Issued: October 8th and 12th, 2001, respectively). By entering into this agreement, both parties acknowledge and agree to the following terms and conditions:

- (A) This written and binding contract was entered into by the parties on {____}, {____} and will terminate on {____}, {____};
- (B) Bell Micro is a "known shipper" in its relationship to the IAC, pursuant to FAA air cargo security regulations currently in force;
- (C) Bell Micro will not appear on any transportation documentation (i.e. air waybill) as "shipper" or "consignee" on any other term by which Bell Micro would be responsible for transportation-related charges, costs, surcharges, demurrage, etc., or any cargo loss or damage claim resulting from the Carrier's transportation of said items. The IAC is acting as an authorized agent for the foreign buyer of Bell Micro and the foreign buyer shall appear as "shipper" on any air waybill or other transportation documentation issued by the IAC for subject shipments of this Agreement;
- (D) Both parties intend for this contract to be applicable to a series of airfreight shipments beginning with the tender of cargo to the Carrier no earlier than seven (7) days after the effective date of this contract and concluding on the termination (expiration) date herein; or {N/A};
- (E) Both parties have properly affixed their names to this contract and an authorized individual for each party has executed this contract on behalf of each respective entity;
- (F) Both parties acknowledge that all applicable airfreight charges and other surcharges are to be made pursuant to separately issued airway bills or other transportation documentation produced by the Carrier. The Carrier hereby states that Bell Micro will not be held responsible or liable for any transportation-related charges, costs, surcharges, demurrage, etc., or any cargo loss or damage claim resulting from the Carriers transportation of said items;
- (G) Bell Micro hereby acknowledges that, under applicable Federal export control regulations (15 C.F.R. § 30 et seq.), it is considered the "U.S. Principal Party in Interest ("U.S. PPI") and as such, it will appear as the U.S. PPI on related Shipper's Export Declarations;

- (H) Both parties agree that the information found on the attached partially completed SED (Form 7525-V) shall be used by the forwarding agent of the foreign purchaser of said items being exported for purposes of competing the actual SED or AES transmission at the time of shipment;
- (I) Both parties acknowledge and agree that Bell Micro's appearance as "U.S. PPI" on any SED is primarily for government statistical collection purposes only. All information furnished on an SED will be held in strict confidence and not released to any third party;
- (J) Carrier further agrees that, pursuant to 15 C.F.R. § 30.4, it is designated by the foreign principal party in interest to (either under a written authorization or Power of Attorney) to perform certain specified acts for export control and U.S. Customs Services purposes, and to sign any SED or transmit such information via AES, which may be required by law or regulation with regards to the exportation or transportation of any merchandise. Upon request, the Carrier, as agent for the foreign principal party in interest, shall provide a copy of the written authorization or Power of Attorney to Bell Micro upon; and
- (K) The identification of the articles to be exported will be found on the respective air waybill or other transportation documentation issued by the Carrier.

Article 3

The Shipper hereby agrees to provide full cooperation to the Carrier in order to properly comply with all applicable FAA regulations. This includes assisting the Carrier in determining the Shipper's name; contact information; the intended end-use and end-user of the commodities to be transported; description and identification of the articles to be transported by air; and any other information that may be required by the FAA.

Article 4

The IAC agrees that Bell Micro is a "known shipper" under all relevant FAA regulations and that the IAC shall issue the required "Written Statement" verifying that Bell Micro is a "known shipper" at the time that the freight is tendered to the underlying passenger air carrier. The "Written Statement" shall be in compliance with FAA requirements that appear at the time of shipment. Any reference to Bell Micro as "shipper" in the "Written Statement" is solely for FAA compliance purposes and does not constitute any legal obligation of Bell Micro to be responsible for any transportation-related charges, fee, surcharges, demurrage, etc., whatsoever.

BELL MICROPRODUCTS

{ _____ }
IAC's NAME

{ _____ }
By: { _____ }

**2100 NW 97th Avenue
Doral, FL 33172**

{ _____ }
{ _____ }
IAC's Full Business Address

Dated: { _____ }

Dated: { _____ }

{ _____ }
CUSTOMER NAME

{ _____ }
By:

Dated: { _____ }

BELL MICROPRODUCTS – FUTURE TECH, INC. STANDARD TERMS AND CONDITIONS OF SALE

The following terms and conditions (“Agreement”) shall govern the sale of products and services (“Products”) by Bell Microproducts – Future Tech, Inc. and all its affiliates and subsidiaries (“Bell Micro”), and shall apply to all quotations and offers made and purchase orders accepted by Bell Micro. Bell Micro’s acceptance of Buyer’s order is conditioned upon Buyer’s acceptance of this Agreement. By purchasing Products, Buyer agrees to be bound by and accepts this Agreement. All other terms and conditions, including preprinted terms and conditions contained on any order form or correspondence originated by Buyer (such as purchase orders or confirmations) are null and void and without effect notwithstanding acceptance of the order by Bell Micro. In the event that any part of the purchase and sale of Products utilizes electronic data interchange, internal or third party portal, or any other electronic means, this Agreement will continue to apply to the purchase and sale of Products. Bell Micro’s failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein.

1. Orders. All orders for Products are subject to acceptance by Bell Micro. Orders shall be initiated by Buyer through the issuance of purchase orders in hard copy or electronic form, including electronic data interchange. Only the transaction specific terms of an order shall apply. Each order shall specify the Products being ordered, quantities, prices, part numbers, descriptions, requested delivery dates and such other information as may be necessary for Bell Micro to fulfill the order. Once accepted, an order cannot be cancelled, modified or rescheduled for shipment.

2. Prices. Prices shall be Bell Micro’s published prices for Products or as otherwise quoted by Bell Micro to Buyer. Unless otherwise specified prices quoted are good for thirty (30) days. Quantity discounts are quoted for Product type ordered for immediate delivery at one time. Bell Micro may increase prices if its costs increase or due to other circumstances beyond Bell Micro’s reasonable control.

3. Taxes. All prices are quoted exclusive of any federal, state, sales, use, excise, value added or similar taxes imposed by any governmental authority regardless of how denominated. Such taxes and any international shipping charges, broker’s fees, consular fees and customs duties shall be the responsibility of Buyer. Buyer shall pay all such taxes (other than taxes based on the net income of Bell Micro) or charges or provide Bell Micro with a tax or levy exemption certificate acceptable to the taxing or levying authority. In the event Bell Micro is required to pay any taxes or other charges for which Buyer is responsible hereunder, Buyer shall promptly pay the same to Bell Micro upon receipt of Bell Micro’s invoice therefor.

4. Payment Terms. Payments shall be due thirty (30) days from the date of invoice, or such other terms indicated by Bell Micro, in its sole discretion, without offset or deduction. Without limiting other remedies, Buyer shall pay a late payment charge of 1½% per month, but not in excess of the lawful maximum, on any past due balance. Bell Micro reserves the right to cancel or suspend delivery of all or part of an order if Buyer is delinquent in any payments owing to Bell Micro. Buyer shall remain liable for any partial deliveries already made as well as for payment of any orders that are non-cancelable or nonreturnable. Buyer agrees to provide such financial information as Bell Micro may require for the extension of credit terms. Bell Micro shall retain a purchase money security interest in any products delivered pursuant to an order until it has received payment in full. Buyer agrees to execute any financing statements or similar documents as may be reasonably required for Bell Micro to perfect such security interest.

5. Delivery. All goods shall be delivered to Buyer EX Works (Incoterms 2000) (2100 NW 97th Avenue, Doral, Florida, USA). The carrier shall be selected by Bell Micro unless otherwise specified by Buyer. Buyer shall be responsible for all transportation and related shipping costs, which shall be separately stated on Bell Micro’s invoice. Shipping dates are approximate. Bell Micro shall use reasonable efforts to meet Buyer’s requested delivery dates but in no event shall Bell Micro be liable for any loss, damage, costs, expenses or penalties for any failure to meet such delivery dates, nor shall any delay in the delivery of one or more installments give Buyer the right to cancel all or part of an order. Bell Micro reserves the right to make deliveries in installments. Any claim regarding shortages must be made within ten (10) days of arrival of the shipment at Buyer’s facility.

6. Return of Product. Products will only be accepted for return pursuant to a Return Material Authorization (“RMA”) issued by Bell Micro. RMAs will not be granted for damage, shortage or other discrepancies created by Buyer, the carrier or freight provider, or any other third party. Returned Products must be in their original shipping cartons complete with all packing materials and shall be returned to Bell Micro’s designated return location freight prepaid. At Bell Micro’s discretion, Bell Micro will return all Products not eligible for return to Buyer, freight collect, or hold Product for Buyer’s account at Buyer’s expense. Bell Micro reserves the right to charge a re-stocking fee of up to 15% of the total value of the returned products, and Buyer agrees to the prompt payment of such fee.

7. Warranty. Bell Micro will transfer to Buyer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. No indemnities are given by Bell Micro against claims of intellectual property infringement. Bell Micro warrants that, upon delivery, Products purchased by

Buyer hereunder will conform to the applicable manufacturer's specifications. Value-added work performed by Bell Micro on Products will conform to the applicable statement of work for a period of one year from delivery of the Product. The foregoing warranty shall not apply with respect to any Product or Product component that has been subjected to abuse, misuse, accident, alteration or neglect. Except for these limited warranties, which are made solely to Buyer, BELL MICRO MAKES NO WARRANTIES TO BUYER OR ANY THIRD PARTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR NON-INFRINGEMENT. Bell Micro's warranty obligations with respect to Products are limited, at Bell Micro's option, to repair or replace the Products, or to refund the purchase price paid by Buyer for the affected Products.

8. Reselling By Buyer. If Buyer is reselling the Product, Buyer represents that it has acquired all authorizations and regulatory approvals that are applicable to the Product or that the manufacturer of the Product may have independently established as being necessary to be an authorized reseller of the Product. Buyer shall be solely responsible for providing support to its resellers or customers. Buyer agrees to indemnify and hold Bell Micro harmless from any claim asserted by a third party, regardless of the theory under which such claim is asserted, based on Bell Micro's compliance with Buyer's specifications, instructions or statement of work, or a breach of any warranty or representation made by Buyer with respect to the Products beyond those provided by Bell Micro or its suppliers.

9. Intellectual Property Indemnity. Buyer shall indemnify and hold Bell Micro harmless from any claim asserted by a third party, and pay all costs, settlements and judgments associated therewith, including reasonable attorney's fees and fines, that the Products, when produced or delivered in conformity to the Product specifications, infringe a patent, copyright, trademark, trade secret or other intellectual property rights of a third party. As a condition of Buyer's obligations, Bell Micro will give Buyer full authority to defend and settle such claim, and will provide all reasonable assistance requested by Buyer.

10. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, LOSS OF DATA, PROCUREMENT COSTS, OR BUSINESS INTERRUPTION COSTS, REGARDLESS OF THE FORM OF ACTION, WHETHER BASED IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STATUTE, WHETHER OR NOT FORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

BELL MICRO'S ENTIRE LIABILITY AND BUYER'S EXCLUSIVE REMEDY AGAINST BELL MICRO FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY WORK, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE SHALL BE: (1) FOR FAILURE TO DELIVER OR FOR DELAYS IN DELIVERY OF PRODUCT, BELL MICRO SHALL HAVE NO LIABILITY UNLESS THE DELIVERY IS DELAYED BY MORE THAN THIRTY (30) DAYS BY CAUSES NOT ATTRIBUTABLE EITHER TO BUYER OR TO CONDITIONS BEYOND BELL MICRO'S REASONABLE CONTROL IN WHICH CASE BUYER SHALL HAVE THE RIGHT, AS ITS SOLE REMEDY, TO TERMINATE THE ORDER; (2) FOR BODILY INJURY OR DEATH TO ANY PERSON PROXIMATELY CAUSED BY BELL MICRO, BUYER'S RIGHT TO PROVEN DIRECT DAMAGES; AND (3) FOR CLAIMS OTHER THAN SET FORTH HEREIN, BELL MICRO'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES THAT ARE PROVEN, IN AN AMOUNT NOT TO EXCEED TEN PERCENT (10%) OF THE AGGREGATE CONSIDERATION PAID BY BUYER TO BELL MICRO FOR THE PRODUCTS GIVING RISE TO THE CLAIM. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. "CLAIM" AS USED HEREIN MEANS ONE OR MORE CLAIMS, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ARISING OUT OF ANY ACT OR OMISSION BY BELL MICRO OR ITS SUPPLIERS OR CONTRACTORS OCCURRING IN CONNECTION WITH PERFORMANCE UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY WHETHER OR NOT SUCH CLAIM IS FORESEEABLE, EVEN IF BELL MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT.

11. High Risk Use. ALL PRODUCTS SOLD BY BELL MICRO HEREUNDER ARE MANUFACTURED SOLELY FOR STANDARD COMMERCIAL APPLICATIONS AND ARE NOT INTENDED FOR USE IN ANY CRITICAL SAFETY OR LIFE-SUPPORT SYSTEM, MEDICAL DEVICE, NUCLEAR FACILITY, MILITARY DEVICE, SATELLITE, AVIATION EQUIPMENT OR WHERE A FAILURE MAY REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE ("HIGH-RISK APPLICATIONS"). BELL MICRO DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USE OF THE PRODUCT FOR ANY HIGH-RISK APPLICATION. BUYER WARRANTS THAT IT WILL NOT USE, OR KNOWINGLY PERMIT ANY OF ITS DIRECT OR INDIRECT CUSTOMERS TO USE ANY PRODUCT IN ANY HIGH-RISK APPLICATIONS. BUYER AGREES TO INDEMNIFY, DEFEND, AND HOLD BELL MICRO HARMLESS AGAINST ANY LOSS, LIABILITY, OR DAMAGE OF ANY KIND THAT BELL MICRO INCURS IN CONNECTION WITH A BREACH OF THIS WARRANTY.

12. Licensed Material. If any software or other licensed materials (“Licensed Materials”) are delivered to Buyer as part of an order, then the possession, use and further distribution of such Licensed Materials by Buyer are subject to the terms of the license agreements accompanying such Licensed Materials. Unless Bell Micro and Buyer have executed a separate license agreement covering the Licensed Materials, Bell Micro is not the licensor of Licensed Materials and Buyer’s license rights to the Licensed Materials are between Buyer and Bell Micro’s suppliers or their licensors. Nothing herein shall be construed as granting Buyer any rights to Licensed Materials inconsistent with the terms of any such license agreements.

13. Product Information. Product information, including information relating to a Product’s specifications, export/import control classifications, uses or conformance with legal or other requirements is obtained from Bell Micro from its suppliers or other sources. Such information is provided by Bell Micro on an “AS IS” basis. Bell Micro makes no representations to the accuracy or completeness of the Product information, and **DISCLAIMS ALL PRODUCT INFORMATION, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** Bell Micro recommends Buyer validate any Product information before using or acting on such information. All Product information is subject to change without notice. Bell Micro is not responsible for typographical or other errors or omissions in Product information.

14. Export Control. Buyer shall not export or re-export any Product or technical data except in full compliance with the export control laws and regulations of the United States government, its departments and agencies, or import or re-export any Product or technical data except in full compliance of the laws of the jurisdiction into which, or from which, such Product or technical data is being imported or re-exported.

15. Force Majeure. Except for the payment of monies due and owing, neither party shall be liable for any failure to perform hereunder where such failure is due to causes beyond its reasonable control, including, but not limited to, natural disasters and other acts of God, military or civil strife, labor disputes or unrest, declared acts of terrorism, acts of governments or an interruption in the means of transportation or material shortages. In the case of material shortages, Bell Micro reserves the right to allocate the delivery of affected materials on a *pro rata* basis. The time for performance shall be extended by the period of the force majeure.

16. No License. Except as may be required for each party to carry out its responsibilities hereunder, nothing in this Agreement shall be deemed to constitute a license, by implication or estoppel, to either party’s present or future patents, trade secrets, trademarks, copyrights or other intellectual property rights.

17. Compliance with Laws. Each party agrees to comply with all laws and regulations, including the Foreign Corrupt Practices Act, applicable to its performance under this Agreement and in the conduct of its business operations and to be responsible for obtaining any approvals or licenses necessary to maintain such compliance.

18. General Provisions

Relationship of the Parties. The relationship of the parties hereto is that of independent contractors. Neither party, nor its agents or employees, shall be deemed to be the agent, employee, joint venture partner, partner or fiduciary of the other party. Neither party shall have the right to bind the other party, transact any business on behalf of or in the name of the other party, or incur any liability for or on behalf of the other party.

Assignment. Buyer shall not assign this Agreement or any order placed hereunder, by operation of law or otherwise, without Bell Micro’s prior written consent. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns. Any assignment attempted in violation of this provision shall be void and of no legal effect.

Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the state of Florida as if made and performed entirely within the state of Florida, without reference to its conflicts of law provisions, and specifically excludes the United Nations Convention for the International Sale of Goods. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the Florida state courts of Miami-Dade County or if in federal court, the United States District Court for the Southern District of Florida, and the parties consent to the personal and exclusive jurisdiction of these courts.

Waiver. No failure or delay on the part of either party in the exercise of any right or privilege hereunder shall operate as a waiver thereof or of the exercise of any other right or privilege hereunder, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

Severability. If any term, condition or provision of this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions

expressed in this Agreement. Such invalid term, condition or provision will be severed from the remaining terms, conditions, and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

Entire Agreement. This Agreement constitutes and contains the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior correspondence, agreements, representations, statements, negotiations and undertakings between the parties relating to the subject matter hereof. Amendments to this Agreement must be in writing and signed by duly authorized representatives of both parties.

Survival. The obligations of the parties under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive any termination, cancellation or expiration of this Agreement.

Attorneys' Fees and Costs. In the event of any dispute, whether or not litigation is commenced, arising out of any transaction covered by this Agreement, the prevailing party shall pay to the non-prevailing party reasonable attorneys' fees and court costs.