

TOTAL ASSET MANAGERS, LLC
MASTER PRODUCT TERMS AND CONDITIONS

This MASTER PRODUCT Terms and Conditions ("Product Terms") governs the sale and resale of equipment by Total Asset Managers, LLC, ("TAM") a New Mexico LLC, to any recipient of such equipment (the "Buyer"). TAM desires to provide to Buyer, and Buyer desires to obtain, Equipment, as defined below, on the terms and conditions as set forth as follows:

1. DEFINITIONS

"Anti-Terrorism Laws" means any laws relating to terrorism or money laundering, including the USA PATRIOT Act and the laws comprising or implementing the Bank Secrecy Act.

"Equipment" means the equipment to be sold, resold, or shipped to Buyer by Seller, as set forth in an applicable Order Confirmation.

"Manufacturer" means the original manufacturer of the Equipment.

"Order Confirmation" means Supplier's written confirmation that the purchase request in connection with a quote has been accepted and will be fulfilled.

"Price" means the price of the Equipment.

"Quote" means a written quote for the price of Equipment issued by Seller to Buyer.

"Seller" and "TAM" mean Total Asset Managers, LLC, located at 10 Camino Vega Verde, Corrales, NM 87048.

2. AGREEMENT

The Buyer's acceptance of these Product Terms shall be confirmed by any of the following, whichever occurs first: the Buyer making an offer to purchase Equipment from the Seller; Seller's issuance or Buyer's acknowledgment of these Product Terms in any Quote, Order Confirmation, or other materials incorporating these Product Terms by reference; or, the Buyer's acceptance of any part of a shipment of Equipment pursuant to an Order Confirmation.

3. PRICE

The Price shall be the amount set by Seller in a Quote and confirmed in an Order Confirmation and/or by shipping and invoicing the Buyer. The Price excludes all federal tax, state and local sales tax, use and other taxes, any customs charges/duties, or any charges within the country Buyer designates for delivery of the Goods. Buyer is solely responsible for and shall pay any and all duties and taxes. Seller is never responsible for payment of and shall never pay duties or taxes on behalf of Buyer. If Seller mistakenly pays or is charged for any duties or taxes, Buyer shall immediately reimburse Seller upon notice from Seller. Seller, in Seller's sole discretion, reserves the right to change or alter

the Price as the situation requires, provided that any change in Price allows Buyer the option to cancel or change the purchase order within five (5) days of notice of such change.

4. MANUFACTURER'S SERVICE OR WARRANTY

In the event Buyer requests Seller to purchase a manufacturer's service or warranty contract on Equipment purchased from Seller, such purchase order is non-cancellable and Seller may request Buyer to prepay any and all such costs of the manufacturer's warranty before any Equipment is shipped so Seller may procure and attach such warranty to the Equipment purchased before receipt by the Buyer. Such payment is not refundable under any circumstances.

5. RISK OF LOSS; DELIVERY CHARGES

Title to the Equipment passes upon delivery to Buyer, and thereafter all risk of loss or damages are the responsibility of the Buyer, provided however, that deliveries by common carrier are F.O.B. shipping point, title passes to the Buyer upon delivery to the carrier, and thereafter all risk of loss or damage is the responsibility of the Buyer. All costs of shipping will be determined by Seller and Buyer prior to shipment and stated on Seller's quote. Seller will advise Buyer of estimated shipping dates, but Seller will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond Seller's reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

6. DELIVERY

Seller shall not be liable for any delay in the delivery of the Equipment. When Equipment is delivered in installments, failure by Seller to deliver one or more installments shall not alter the rights and obligations of Buyer and Seller with respect to Equipment previously delivered or undelivered.

7. PAYMENT TERMS

Payment from Buyer to Seller shall be received within 30 days from the date of shipping or per the terms specified on Seller's Quote, Order Confirmation, or other invoice. Issues regarding invoices must be in writing and received by Seller within seven days from the date of the invoice. In the event of a direct conflict of the terms between an invoice and any other document in connection with the transaction, including these Product Terms, the invoice terms shall control. Buyer shall owe to and pay to Seller the full amount due for the Equipment until such Equipment is received by Seller from Buyer pursuant to the terms in the T&C in the same condition in which the Equipment was shipped. Buyer agrees to pay interest on any and all amounts not received within the terms specified at 2 percent per month which is 24 percent per year or at the maximum legal rate, whichever is higher.

8. SECURITY INTEREST

To secure payment to the Seller from the Buyer of the sales price of the Equipment and all other obligations of Buyer to Seller under this Product Terms, Buyer hereby grants to Seller a security interest in the Equipment and all products and proceeds thereof. Seller is authorized by Buyer to take any and all such action as may be appropriate or necessary to perfect the security interest granted to Seller by Buyer herein. Buyer agrees to execute any and all additional documents necessary to perfect Seller's security interest.

9. SECONDARY MARKET DISCLOSURE/DISCLAIMER

Seller is a Secondary or Open Market Reseller, and is not an authorized reseller or distributor of Equipment or services sold by Seller. By operating in the Secondary Market, Seller is able to set its own pricing levels based, in part, on its ability to source Equipment outside a specific channel. Seller typically sources Equipment originally sold through a Manufacturer's authorized channel but sold into the Secondary Market.

All Equipment shipped by Seller are in the unopened original packaging of the Manufacturer with part numbers and serial numbers on the package label, to the extent applicable or as otherwise disclosed in writing by Seller. If Buyer receives Equipment from Seller that a Manufacturer states in writing has not been produced under the authority or approval of the branded Manufacturer, Seller will replace the Equipment at no additional cost. Buyer acknowledges and agrees that since the Equipment was sourced and purchased outside a Manufacturer's designated channel, a Manufacturer, a Manufacturer's sales representative, or a Manufacturer's partner may take steps to disrupt the sale in an attempt to preserve the Manufacturer's price structure in the local market. The Manufacturer may refuse to honor new or existing warranty contracts. If a Good is purchased in the Secondary Market, the Manufacturer may require that the Good is subjected to a recertification process. Any and all issues related to any recertification process required by the Manufacturer are the sole responsibility of the Buyer.

BUYER INCLUDING ON BEHALF OF ITS CUSTOMERS, AGREES AND ACKNOWLEDGES, THAT SELLER HAS NO LIABILITY OR OBLIGATIONS RELATING TO ANY DISPUTE BETWEEN BUYER OR ITS AFFILIATES, INCLUDING CUSTOMERS, AND ANY MANUFACTURER. FURTHER, BUYER HEREBY IRREVOCABLY RELEASES AND FOREVER DISCHARGES, AND AGREES TO HOLD HARMLESS SELLER FOR ANY AND ALL DEBTS, CLAIMS, COUNTERCLAIMS, SETOFFS, OBLIGATIONS, DAMAGES, COSTS, ATTORNEYS' FEES AND EXPENSES, SUITS, DEMANDS, LIABILITIES, ACTIONS, PROCEEDINGS AND CAUSES OF ACTION, IN EACH CASE WHETHER KNOWN OR UNKNOWN, CONTINGENT OR FIXED, DIRECT OR INDIRECT AND OF WHATEVER KIND, NATURE OR DESCRIPTION, AND WHETHER IN LAW OR IN EQUITY, UNDER CONTRACT, TORT, STATUTE OR OTHERWISE, THAT BUYER HAS HERETOFORE HAD OR NOW OR HEREAFTER CAN, SHALL OR MAY HAVE BY REASON OF ANY ACT, OMISSION OR THING WHATSOEVER DONE OR OMITTED TO BE DONE ON OR PRIOR TO THE EFFECTIVE DATE ARISING OUT OF, CONNECTED WITH OR RELATED IN ANY WAY TO THE ACTIONS, INACTIONS, REQUIREMENTS, RIGHTS, AND OBLIGATIONS OF THE APPLICABLE MANUFACTURER. FURTHER, ANY DISPUTE BETWEEN BUYER OR ITS AFFILIATES AND ANY APPLICABLE MANUFACTURER SHALL NOT ALTER BUYER'S OBLIGATIONS UNDER THESE

PRODUCT TERMS, INCLUDING PAYMENT OF ALL AMOUNTS OWED PURSUANT TO THEIR TERMS .

10. RECEIPT OF EQUIPMENT

If the Equipment is shipped to Buyer, Buyer shall examine the Equipment immediately upon receipt and shall notify the Seller in writing within five days of any defect (including any discrepancy in the condition of the Equipment) or short delivery. If the Buyer does not notify the Seller in writing within five days from the date of delivery, the Equipment shall be deemed accepted by Buyer. If the Equipment is drop shipped to a third party at the request of Buyer, Equipment is accepted by Buyer if Seller is not notified in writing within five days from the date of delivery. After acceptance, the Seller shall not be liable for any short delivery or defect (including any discrepancy in the condition) of the Equipment. If such written notice of nonconformity is not received from Buyer within the five day period, full payment for the Equipment is due to Seller from Buyer. If any third party, including any Manufacturer, makes any allegations regarding the condition of the Equipment delivered to either the Buyer or to a dropped shipped receiver of the Equipment, such allegations shall not qualify as grounds to return the purchased Equipment unless: A. Such allegations identify every Good at issue by serial number and are in a writing on the letterhead of the entity making the allegations; and B. Such allegations are signed by the authorized representative of the entity making the allegations. Then and only then, in Seller's sole discretion, Seller may consider such allegations.

BUYER IS AND AGREES TO BE LIABLE FOR PAYMENT FOR ALL EQUIPMENT HELD BEYOND THE 5-DAY PERIOD AFTER THE DATE OF DELIVERY AND SHALL PAY ALL AMOUNTS FOR SUCH EQUIPMENT ACCORDING TO THE SPECIFIED PAYMENT TERMS.

11. WARRANTIES

BUYER ACKNOWLEDGES THAT SELLER IS AN INDEPENDENT SECONDARY MARKET RESELLER OF EQUIPMENT AND SERVICES AND SELLER IS NOT AN AUTHORIZED RESELLER OR DISTRIBUTOR OF ANY MANUFACTURER. EQUIPMENT SOLD BY SELLER ARE NOT MANUFACTURED BY SELLER, AND SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISES RELATING TO THE EQUIPMENT. ALL WARRANTY CLAIMS SHALL BE ASSERTED EXCLUSIVELY AGAINST THE MANUFACTURER OF THE EQUIPMENT.

IF BUYER IS AN AUTHORIZED SELLER OR RESELLER FOR ANY MANUFACTURER AND BUYER CHOOSES TO PURCHASE SUCH MANUFACTURER'S EQUIPMENT FROM SELLER, ANY DISPUTE BETWEEN BUYER AND MANUFACTURER OF THE EQUIPMENT IS SOLELY BETWEEN BUYER AND MANUFACTURER. IF BUYER IS NOT AN AUTHORIZED SELLER OR RESELLER FOR ANY MANUFACTURER AND BUYER CHOOSES TO PURCHASE ANY MANUFACTURER'S EQUIPMENT FROM SELLER, ANY DISPUTE BETWEEN BUYER AND MANUFACTURER OF THE EQUIPMENT IS SOLELY BETWEEN BUYER AND MANUFACTURER. UNDER NO CIRCUMSTANCES SHALL SELLER BE OBLIGATED TO PARTICIPATE IN ANY CAPACITY TO ANY DISPUTE BETWEEN BUYER AND ITS AFFILIATES, INCLUDING ITS CUSTOMER, AND ANY MANUFACTURER. EQUIPMENT SOLD BY SELLER ARE NOT MANUFACTURED BY SELLER. THE EQUIPMENT MAY BE COVERED BY A MANUFACTURER'S WARRANTY, SERVICE, OR SUPPORT POLICY (IF PRESENT). IF SUCH WARRANTY IS PRESENT, SELLER ON DATE OF

SHIPPING ASSIGNS AND PASSES TO BUYER ANY SUCH WARRANTY OF THE MANUFACTURER. BUYER AGREES, ACCEPTS, AND ACKNOWLEDGES THAT BUYER SHALL HAVE RECOURSE ONLY AGAINST THE MANUFACTURER OF SUCH EQUIPMENT UNDER SUCH WARRANTIES AND ONLY AGAINST THE MANUFACTURER. IF REQUESTED BY THE BUYER IN WRITING, THE SELLER MAY BE ABLE TO PURCHASE A MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY. IN THE EVENT BUYER MAKES SUCH A REQUEST AND SELLER IS ABLE TO PURCHASE A MANUFACTURER'S WARRANTY, SERVICE, AND SUPPORT POLICY, THEN BUYER HEREBY AGREES TO PREPAY SELLER THE FULL COST OF SUCH PURCHASE. ANY ORDER RECEIVED FOR SUCH WARRANTY IS NON-CANCELLABLE AND ANY AMOUNT PAID BY BUYER TO SELLER FOR SUCH WARRANTY, SERVICE, OR SUPPORT POLICY IS NOT REFUNDABLE IN ANY CIRCUMSTANCES. SELLER MAKES NO REPRESENTATION OR EXPRESS WARRANTY REGARDING ANY EQUIPMENT PURCHASED BY BUYER FROM SELLER EXCEPT THOSE STATED HEREIN. THE EQUIPMENT IS SOLD TO BUYER "AS IS" AND EXCEPT FOR TITLE, SELLER EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY EQUIPMENT PURCHASED BY BUYER FROM SELLER, INCLUDING AND WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

AS BUYER'S SOLE AND EXCLUSIVE REMEDY, SELLER OFFERS A THIRTY DAY ADVANCED REPLACEMENT WARRANTY FROM THE DATE OF SHIPPING ON EQUIPMENT PURCHASED FROM SELLER. IF A GOOD FAILS TO OPERATE UNDER THE MANUFACTURER'S SPECIFIED OPERATING ENVIRONMENT WITHIN THIRTY DAYS FROM THE DATE OF SHIPMENT, SELLER WILL PROVIDE A REPLACEMENT IN EXCHANGE FOR THE DEFECTIVE GOOD.

12. BUYER REPRESENTATIONS

Neither Buyer nor any of its Affiliates (i) is, or is controlled by, a "restricted party" within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Buyer and its Affiliates are in compliance with the Anti-Terrorism laws. Neither Buyer nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA) or any similar law to the extent applicable. Buyer shall not: (i) conduct any business or engage in any transaction or dealings with an "restricted person" including the making or receiving any contribution of funds, good or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law.

13. CANCELLATION AND RETURNS

Buyer may not cancel an order without Seller's written approval, that Seller may provide and with such terms, including reasonable cancellation fees, as Seller may determine

in its sole discretion. Defective Equipment received by Seller within thirty (30) days of the Seller's shipping date may be replaced. Non-defective Equipment returned will be handled by Seller on a case-by-case basis. Equipment received by Seller within thirty (30) days of the Seller's shipping date in the same condition in which the Equipment was shipped will receive a refund or a credit, minus a restock fee the amount of which will be determined solely by Seller. Seller, in Seller's sole discretion, may waive the restock fee. No return will be accepted by Seller unless the return has an authorized Return Merchandise Authorization, ("RMA"), Number issued by Seller, which RMA number is valid for fourteen (14) days after the RMA has been approved. Any Equipment returned to Seller without an authorized RMA number may be accepted by Seller but no refund or credit will be given to Buyer and the full price is due and payable to Seller plus any and all interest charges from the date of the invoice.

Buyer may return defective Equipment for replacement or refund, if approved by the Seller, within 30 days of purchase. Subject to the Seller's reasonable approval, Buyer may return for credit within 30 days of purchase non-defective Equipment the sales price of which, together with the sales price of any other non-defective items previously returned to Seller by Buyer, do not exceed 2% of the aggregate sales prices of all non-defective Equipment purchased by Buyer from Seller under the applicable Order Confirmation. Non-defective, special order products are normally not accepted for return; other returns are handled on a case-by-case basis at the Seller's sole discretion. All returns must be returned pursuant to an RMA number issued by Seller.

14. RMA PROCEDURE

To return Equipment within thirty days of Seller's shipping date, Buyer shall request in writing from Seller and receive from Seller an RMA. In such written request, the Buyer shall provide a specific reason for the return of each good by serial number requested to be returned. The Seller shall not accept returns without prior written authorization from the Seller and an RMA. Equipment shall be received by Seller from Buyer within fifteen days of the date the RMA is issued by Seller. All and any RMA shall be prominently displayed on the shipping label on boxes containing any returned Equipment. Buyer owes to and shall pay to Seller the full amount due for the Equipment until such Equipment is received by Seller pursuant to an authorized RMA and in the same condition in which the Equipment was shipped. In the sole discretion of the Seller, a restock fee may apply the amount of which will be determined solely by Seller. Requests to return special order items will be handled on a case by case basis.

Requests for an RMA received by Seller more than thirty days from the Sellers shipping date will be handled on a case by case basis in the sole discretion of the Seller whether the request will be granted. If the request is granted and an RMA issued, a restock fee shall apply the amount of which shall be determined solely by Seller.

When returning Equipment to the Seller pursuant to the issued RMA, the Buyer is solely responsible for any and all costs to return the Equipment including but not limited to any and all shipping costs including insurance for all Equipment returned to Seller. Buyer shall use carriers that provide proof of delivery and insurance for the entire value of the shipment. Buyer is responsible for all risk of loss for the return Equipment during shipment. All returned Equipment shall be 100 percent complete, in resalable condition

(manufacturer's seals intact), and must include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any Equipment does not meet all of the terms in the previous sentence, Seller may in its sole and absolute discretion reject any portion of or all the returned Equipment or choose to impose additional charges against the Buyer.

15. CREDIT APPLICATION AND INDIVIDUAL GUARANTEE

If payment for Equipment ordered by Buyer from Seller is not paid in full by Buyer or insured in full by Seller before shipping, Seller must receive from Buyer a completed and signed Credit Application and a signed Individual Guarantee and approve such application before any Equipment will be shipped. The Credit Application includes an Individual Guarantee by an officer of Buyer for the total amount of credit extended to Buyer by Seller.

If payment for Equipment ordered by Buyer from Seller is paid in full before shipping, Seller must receive from Buyer a signed Credit Application with only Section A and Section B completed before any Equipment will be shipped by Seller. The signed Credit Application, the Buyer's purchase order, the Seller's Order Confirmation or invoice, any manufacturer disclosure/disclaimer, and these Standard Terms and Conditions of Sale are the exclusive terms and conditions governing the sale and purchase transaction between Buyer and Seller when Buyer pays in full before shipping.

16. LIMITATION OF LIABILITY

IN ANY AND ALL CIRCUMSTANCES SELLER'S MAXIMUM LIABILITY IS LIMITED TO THE AMOUNT ACTUALLY PAID TO THE SELLER BY THE BUYER FOR THE APPLICABLE EQUIPMENT OR THE PURCHASE PRICE OF THE EQUIPMENT SOLD, WHICHEVER IS LOWER. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE EQUIPMENT SOLD TO BUYER WHICH EXCEEDS THIS LIABILITY LIMIT. SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR CLAIMS FOR ANY CONSEQUENTIAL DAMAGES AGAINST THE BUYER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT SELLER HAS BEEN MADE AWARE OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

17. GOVERNING LAW AND JURISDICTION

Any dispute arising out of or related to these Standard Terms and Conditions of Sale or the sales transaction between Seller and Buyer shall be governed by the laws of the State of New Mexico, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this Product Terms shall not be governed by the United Nations Convention on the International Sale of Goods. Buyer consents to the exclusive jurisdiction and the exclusive venue of the State Courts of the State of New Mexico to resolve any dispute between them related to this Product Terms or any Equipment purchased or sold pursuant to this Product Terms, and Buyer waives any and all rights to contest this exclusive jurisdiction and venue of such Courts. Buyer also agrees not to bring any legal action, based upon any legal theory including contract, tort,

equity or otherwise, against Seller more than one year after the date of the shipping of the Equipment.

In the event of any dispute arising out of or relating to this Product Terms, the parties shall seek to settle the dispute via direct discussions. If a dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute via voluntary non-binding mediation, before resorting to arbitration. A mediator will be selected by voluntary agreement of both parties, or in the event both parties cannot agree on a mediator, a mediator will be selected in accordance with the rules of the American Arbitration Association. The mediation shall be held in Albuquerque, New Mexico. Each party shall bear its own costs and expenses and an equal share of the administrative and other fees associated with the mediation. Any dispute that remains unresolved following mediation shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be Albuquerque, New Mexico. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. In rendering the award, the arbitrator(s) shall determine the rights and obligations of the parties according to the substantive and procedural laws of the State of New Mexico.

The forgoing shall not apply to a dispute or controversy involving either party's confidential information or intellectual property. In the event of such a dispute or controversy, either may immediately seek any legal and/or equitable remedies it deems necessary.

18. SEVERABILITY

If any provision contained in this Product Terms is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Product Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable New Mexico law.

19. WAIVER

The failure of either party to require performance by the other party of any provision of this Product Terms shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this Product Terms shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

20. ENTIRE AGREEMENT

These Product Terms along with the Buyer's purchase order, the Quote, Seller's Order Confirmation or invoice, manufacturer disclosure/disclaimer, the Credit Application, and the Individual Guarantee collectively constitute a single and exclusive agreement governing the sale and purchase of Equipment between Buyer and Seller and shall not be modified in any way except by a writing signed by both the Seller and the Buyer. This Product Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage or conditions of purchase proposed by Buyer. The language used in this Product Terms will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.