

## ICY DOCK USA TERMS AND CONDITION

All sales made by ICY DOCK. {"ICY DOCK"} to its customers with ICY DOCK customers {"Purchaser"} are subject to these terms and conditions. Purchaser's acceptance of these terms and conditions shall be made by either (i) Purchaser providing a purchase order number to ICY DOCK or (ii) Purchaser's acceptance of any Product from ICY DOCK, whichever occurs first. These terms and conditions shall apply to sales of all products described in ICY DOCK's current comprehensive product listing or have been configured to Purchaser's specifications. Electronic Software Distribution {"ESD"} product sales are final and non-returnable.

**Acceptance:** An undertaking by the drawee (who then becomes the "acceptor"), of a bill of exchange to pay to the person presenting the bill (called the holder in due course) the face value of the bill on the due date.

**Acceptance Form:** An acceptance is made in the following form

SIGHTED AND ACCEPTED (Date)

PAYABLE (Bank)

FOR AND ON BEHALF OF (Authorized Signatory)

**Acceptor:** The person who accepts a bill of exchange drawn on him/her. Until he accepts it, he is called the drawee. By accepting the bill, the acceptor undertakes to pay the person presenting the bill, the face value of the bill.

**Container Ship:** Vessel specially fitted out for carrying containers. The hold consists of wells into which the containers can be lowered and stacked in up to eight layers. Containers may be stowed on deck up to four high on top of any one hatch.

**Container Terminal (CT):** An area where large-scale container handling and parking facilities are available. Used for storage and transfer of containers between at least two different transports media (road, sea, rail, barge, air).

**FAS (free along side):** The exporter agrees to place goods on the dock, alongside a vessel. At this point, a seller's obligations are met.

**FOB (free on board):** The exporter agrees to place goods on board a vessel at the port of shipment specified in the sales contract. At this point, the risk of damage is transferred to the buyer at precisely the moment the goods pass over the ship's rail.

**Free Carrier (Port):** With multi-modal transport taking the same goods by sea, air and other modes, FOB principles (as above) again come into play. This time though, an exporter's obligations are met when the goods are handed over to the carrier named by the buyer and cleared for export at the specified place or port.

**Freight Forwarder:** A company handling all aspects of export shipping, including customs and export documentation. Sometimes, they can save you money by combining your shipment with others or using pre-booked carrier space.

**Insurance Certificate:** Supplied by an exporter or freight forwarder to prove the goods to be exported are insured for transport.

**Invoice:** A document setting out in detail the goods consigned, marks and numbers, cost, any charges, and name of consignee.

**Landed Cost:** The cost of the exported good at the foreign market's port or point of entry, excluding foreign tariffs, taxes and other local costs.

**Quality Control:** To select certain product to check for damages.

## 1. Ordering

Prior to placing an order, Purchaser must have an active ICY DOCK's sales account number (otherwise transaction will be processed by prepayment via credit card, cashier's check, money order, Tele (wire) transfer funds to ICY DOCK's bank account, or cash only; for all new account and its initial 3 orders). Purchaser's account with ICY DOCK must be active, current, and in good standing. Purchaser must provide ICY DOCK with complete Product order information as required by ICY DOCK and a copy of purchase order issued to ICY DOCK. ICY DOCK reserves the right to require and/or request additional information. Purchaser may place orders over telephone, via facsimile, and via ICY DOCK's approved electronic ordering methods only through persons who identify themselves as Purchaser personnel and provide their ICY DOCK customer number prior to placing the order. ICY DOCK will have no obligation to confirm the validity of any order placed or the authority of the person placing an order in this manner. Purchaser will disclose its ICY DOCK customer number only to its personnel with a need to know. ICY DOCK's acceptance of any order from Purchaser is limited to these terms and conditions in their entirety without addition, modification, or exception. Any additional or different terms in Purchaser's purchase order or submitted by Purchaser in any form are hereby deemed to be material alterations hereto and notice of objection to them is hereby given. All drop-ship and special order item(s) orders require prepayment and may be subject to additional fees. ICY DOCK have no obligation to hold Product for future sale to Purchaser if Purchaser's order is incomplete, on hold, or credit hold, or if Purchaser does not confirm within 48 hours of notification from ICY DOCK that backordered Product is available for shipment.

All Product pricing, description and availability information {"Information"} provided by ICY DOCK, in any form, is the property of ICY DOCK. If ICY DOCK provides Information to Purchaser electronically, Purchaser agrees to update such Information regularly to ensure its accuracy. Purchaser agrees to hold in confidence and not to directly or indirectly use, reveal, report, publish, disclose or transfer to any other person or entity any of the Information or utilize the Information for any purpose except as permitted by ICY DOCK. ICY DOCK MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASE "AS IS". ICY DOCK HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ICY DOCK is not a manufacturer of the Products. All Products sold by ICY DOCK are manufactured by its respective manufacturers (i.e. Asus, ACARD etc).

## 2. Price

All prices are subject to change without notice and will be established at time of order acceptance by ICY DOCK. Order acceptance and sale by ICY DOCK occurs at time of shipment. Prices for backordered Products are not guaranteed.

## 3. Shipment and Delivery

A. U. S. Shipments – All Product shipments will be made FOB origin. For Products owned by ICY DOCK, title and risk of loss will transfer to Purchaser upon ICY DOCK tendering the Product for delivery to the carrier. Additional charges may apply for heavy or large items. COD and additional fees may also apply. Purchaser shall examine all Products upon receipt and shall notify ICY DOCK, as specified herein, of all discrepancies and refusal to accept delivery of purchased product. Such notice shall be reasonably detailed and explain the discrepancy or why the purchased Product was refused. If Purchaser does not give ICY DOCK such notice as stated herein, Purchaser agrees that such products have been accepted by Purchaser as of the date of shipment.

B. International Shipments – All shipments by ICY DOCK to Purchaser or Purchaser's customers at an address outside of United States or District of Columbia are subject to additional terms and fees. Title and risk of loss will transfer to Purchaser upon ICY DOCK tendering the Product for delivery to the carrier. Purchaser will bear all the costs related to shipment and delivery. Purchaser will examine all Products promptly upon receipt and shall notify ICY DOCK of all discrepancies or if rejection is intended within five (5) calendar days after receipt. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection. If the approval of any government or governing

agencies is required with respect to these terms and conditions or the distribution of the Products including without limitation, giving legal effect to these terms and conditions, protecting intellectual property and other rights in the Products or compliance with exchange regulations, Purchaser will, at its expense, immediately take whatever steps necessary to secure such approvals. If any such approval requires or results in the deletion or amendment of any provision of ICY DOCK's terms and conditions, then ICY DOCK will have the right to immediately terminate these terms and conditions.

#### **4. Credit and Payment Terms**

Purchaser shall furnish to ICY DOCK all financial information reasonably requested by ICY DOCK from time to time for the purpose of establishing or continuing Purchaser's credit limit and/or payment term. Purchaser agrees that ICY DOCK shall have the right to decline to extend credit to Purchaser and to require that the applicable purchase price be paid prior to shipment. Purchaser shall promptly notify ICY DOCK of all changes to Purchaser's name, address, principles, bank information, reseller's tax identification, or of the sale of substantially all of its assets. ICY DOCK shall have the right from time to time, without notice, to change or revoke Purchaser's credit limit and or payment term on the basis of changes in ICY DOCK's credit policies or Purchaser's financial condition and/or payment record. Purchaser shall not deduct any amounts owing from any ICY DOCK invoice without ICY DOCK's express written approval, which approval shall be contingent upon Purchaser providing all supporting documentation for such deduction as required by ICY DOCK. A service charge of the lesser of one and one-half percent (1 ½%) per month or the maximum amount allowed by law will be charged on all past due balances commencing on the date payment is due. Credit cards (MasterCard, VISA, American Express) will only be accepted at the time of order (i.e. COD or prepay orders). Cash payment will be accepted only by walk in retail customers. Payment by money order, or cashier's check, or traveler's check will be allowed if the amount is made out in the exact amount of the invoice. Prepayment via money order, or cashier's check or traveler's check would require a five (5) business days clearing period for our bank to process such deposit. ICY DOCK does not accept payment from third party payments applying to Purchaser.

If Purchaser fails to make timely payment of any amount invoiced hereunder, ICY DOCK shall have the right, in addition to any and all other rights and remedies available to ICY DOCK at law in equity, to immediately evoke any and all credit extended, to delay or cancel future deliveries and/or to reduce or cancel any or all quantity discounts extended to Purchaser. Purchaser shall pay all costs of collections including full attorney's fees. Any obligation of ICY DOCK under these terms and conditions to deliver Products on credit terms shall terminate without notice if Purchaser files a voluntary or involuntary petition under a bankruptcy statute, or make an assignment for the benefit of creditors, or if an involuntary petition under a bankruptcy statute is filed against Purchaser, or if a receiver or trustee is appointed to take possession of the assets of Purchaser.

Past due invoice is subject to a 1.5% financing charge per month. ICY DOCK will assess a \$15.00 bank fee for check returned due to insufficient fund/NSF and/or stop-payment.

#### **5. Taxes**

Purchaser shall bear applicable federal, state, municipal, local and other government taxes (such as sales, use, etc.). Unless otherwise specified, prices do not include such taxes. Exemption certificates, valid in the place of delivery, must be presented to ICY DOCK prior to shipment if they are to be honored

#### **6. Warranty**

Product warranties, if any, are provided by the manufacturer or publisher of the Products. ICY DOCK makes no warranty whatsoever. ICY DOCK's sole obligation (and Purchaser's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective Products. IN NO EVENT SHALL ICY DOCK BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR DAMAGES OF ANY KIND OR NATURE ALLEGED TO HAVE RESULTED FROM ANY BREACH OF WARRANTY. ICY DOCK DOES NOT WARRANT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. ICY DOCK MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN THOSE SPECIFICALLY SET FORTH HEREIN

#### **7. Product Returns**

A. Requirements – Purchaser must obtain a valid Return Material Authorization {“RMA”} number from ICY DOCK for all returns. RMAs will be issued, at ICY DOCK’s sole discretion, in accordance with these terms and conditions. RMAs will be issued at ICY DOCK’s sole discretion, up to one year (calendar date) from the date of the invoice. Purchaser must provide its account number, ICY DOCK’s invoice number, and all other information as required by ICY DOCK for all returns. RMAs are valid for fifteen (15) calendar days from the date of issuance. Purchaser must allow for in-transit time for Products to be returned to ICY DOCK, as ICY DOCK must physically receive Products within the fifteen (15) calendar days. RMAs will be issued for authorized returns under one of the following categories (i) defective Products, (ii) billing and shipping discrepancies, or (iii) damaged Product. Purchaser is responsible for ensuring that the RMA number is clearly visible on the address label of the Product packaging when it is returned to ICY DOCK. ICY DOCK will refuse delivery of any boxes without a valid, clearly visible RMA number as noted above. Overgoods are unauthorized returns. Any Products received by ICY DOCK (i) without RMA number, including Product shipments refused by Purchaser or Purchaser’s customer except those damaged in transit from ICY DOCK to Purchaser or from ICY DOCK to Purchaser’s customer, (ii) later than fifteen (15) calendar days from the RMA date, or (iii) in a condition unsuitable for resale (excluding defective Products), will be considered Overgoods. ICY DOCK will return Overgoods to Purchaser or Purchaser’s customer, and will charge Purchaser \$50.00 processing fee per shipment plus related freight charges. If Purchaser refuses the shipment of Overgoods from ICY DOCK or returns the Overgoods to ICY DOCK a second time without ICY DOCK’s prior authorization, Purchaser agrees to relinquish all right and title to and waives all claims against ICY DOCK for credit related to such Products. Notwithstanding anything to the contrary, ICY DOCK reserves the right not to authorize the return of Products that are no longer in production or are being produced or published by a manufacturer or publisher that (i) is insolvent, (ii) has declared bankruptcy, or (iii) will not accept returns from ICY DOCK. All RMA returns must be freight prepaid by the Purchaser. ICY DOCK will not accept delivery for RMA returns freight collect.

B. Defective Product Returns – Defective returns are only for Products purchased from ICY DOCK that are inoperable or do not function in accordance with the specifications published by the manufacturer or publisher and are covered under the manufacturer’s or publisher’s warranty. All defective returns are subject to more restrictive manufacturer or publisher policies. Purchaser may request an RMA for the return of defective Products, excluding Special Order Products, within fifteen (15) calendar days from invoice date. Purchaser’s defective returns will be limited to a maximum of 15% of the value of Purchaser’s product purchases within the same vendor code. Upon receipt of the defective Product for which the RMA was issued, ICY DOCK may test the Products and may return to Purchaser, at Purchaser’s expense, any Products found not to be defective. Upon verification that the returned Product is defective, ICY DOCK may, at ICY DOCK’s sole discretion, either (i) repair the defective Product, (ii) ship Purchaser a replacement Product, or (iii) provide Purchaser a credit equal to the lesser of the Product’s invoice price or current replacement value less any applicable charges or fees. ICY DOCK reserves the right to require Purchaser to return the defective Products directly to the manufacturer or publisher for replacement according to its defective Products return policy. ICY DOCK shall not be obligated to repair, replace, or issue credit to Purchaser for Products rendered defective, in whole or in part, by causes external to the Products, including, but not limited to, catastrophe, power failure or transients, overvoltage on interface, environment extremes, improper use, maintenance or application of the Products, or use unauthorized parts or improper disassembling, Purchaser shall bear all risks of loss when returning defective Products.

C. Damaged Product Returns – Damaged Product returns are only for Products purchased from ICY DOCK and shipped via ICY DOCK’s carrier of choice that are damaged in transit from ICY DOCK to the Purchaser or from ICY DOCK to the Purchaser’s customer. Purchaser or Purchaser’s customer shall refuse any Product delivered in damaged condition. If the Product is received in damaged condition, Purchaser shall notify ICY DOCK and request an RMA from ICY DOCK within three (3) business days of receipt of such Product. Failure to notify ICY DOCK and request an RMA within such time shall be deemed an acceptance of the Product as of the date of shipment.

D. Return For Repair – Items may be returned for repair under Product’s manufacturer or publisher’s warranty, for up to three calendar years from the date of the invoice unless otherwise stated on the invoice (**the three-year warranty will only cover products that have been purchased on or after June 1, 2008. Anything before the set date will only cover for one year. The three-year warranty is only available for purchases made in the USA and Canada**). Product’s manufacturer or publisher’s warranty is nontransferable. ICY DOCK makes no guarantee of compatibility and does not guarantee Product which are used for any purpose other than those specified in Products’ accompanying manual. All returns must be authorized by ICY DOCK, at ICY DOCK’s sole discretion. For Products within the warranty period that are phased out, end-of-life, or discontinued for which no replacement or warranty is available and or are irreparable, ICY DOCK will replace the item with a similar product(s).

If in the situation where the product cannot be replaced with a similar item then ICYDOCK will issue a refund, at ICY DOCK's sole discretion, equal to a proportion of the original purchased Product price stated on the purchased invoice, as follows:

- Between 2 to 12 months from the date of the invoice: 100% of the invoice price,
- Between 13 to 24 months; not to exceed 12 months: 85% of the invoice price,
- Between 25 to 36 months; not to exceed 12 months: 70% of the invoice price.

ICY DOCK MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED ON THE INFORMATION. ALL INFORMATION IS PROVIDED TO PURCHASE "AS IS". ICY DOCK HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, RELATING TO INFORMATION INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ICY DOCK is not a manufacturer of the Products. All Products sold by ICY DOCK are manufactured by its respective manufacturers (i.e. Asus, ACARD etc).

E. Return For Credit – Product returned for credit is subject to a restocking charge and handling fee. Prior to returning Products to ICY DOCK, Purchaser must contact ICY DOCK to request an RA number. ICY DOCK's RMA department will process the necessary paperwork and issue an RMA number when all criterias have been met by the Purchaser. Returned Products must be shipped in Products' original boxes and packing materials with a copy of the original invoice enclosed, and RMA number clearly marked on the outside of the box. All manuals, cables, diskettes, and accessories originally shipped and accompanied the Products must be shipped with the Product and in sellable condition; otherwise, any eligible credit will be deducted accordingly. No return of Products will be accepted without an authorized ICY DOCK RMA number. Please allow 3 to 4 weeks for processing return for credit.

- There is a 20% restocking for all returns for credit,
- No refund or credit for returns after 30 days, NO EXCEPTIONS!

F. Software, IC Chip, and Special Order Return – All sales are final for Products such as software, IC chips, and special order Products. IC chips such as CPUs and remote boot ROMs may be replaced for a period up to 30 calendar days from the date of the invoices, at ICY DOCK's sole discretion. Absolutely no refund nor credit will be issued, NO EXCEPTIONS!

G. Refund – After all criterias have met, ICY DOCK will issue refund less any fees applied. Please allow 3 to 4 weeks for processing.

## **8. Cancellation or Refusal**

All cancellations must be received by ICY DOCK prior to shipment. Products returned or refused by Purchaser is subject to a fee and shipping costs.

## **9. Billing/Shipping/Missing Discrepancies**

Billing and shipping discrepancies are for Products purchased from ICY DOCK that were invoiced or shipped incorrectly. These include lost shipments, short shipments, wrong sales, wrong shipments, and pricing/invoice errors. Purchaser may request an RMA for verified billing and shipping discrepancies within seven (7) calendar days of invoice date. In addition, Purchaser must notify ICY DOCK of any billing discrepancies related to Purchaser's authorized returns within seven (7) calendar days of RMA date. Such notice shall be reasonably detailed and shall specify the discrepancy. Failure to give such notice within the time specified herein shall be deemed a waiver of Purchaser's rights to claim such discrepancy.

## **10. Patent and Trademark Indemnity**

ICY DOCK SHALL HAVE NO DUTY TO DEFEND, INDEMNITY, OR HOLD HARMLESS PURCHASER FROM AND AGAINST ANY OR ALL DAMAGES AND COST INCURRED BY PURCHASER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS OR INTELLECTUAL PROPERTIES.

## **11. Limitation of Liability**

ICY DOCK SHALL NOT BE LIABLE TO PURCHASER, PURCHASER'S CUSTOMERS, OR ANY OTHER PARTY FOR ANY LOSS, DAMAGE, OR INJURY THAT RESULTS FROM THE USE OR APPLICATION BY PURCHASER, PURCHASER'S CUSTOMER, OR ANY OTHER PARTY, OF PRODUCTS DELIVERED TO PURCHASER, UNLESS THE LOSS OR DAMAGE RESULTS DIRECTLY FROM THE INTENTIONALLY TORTIOUS OR FRAUDULENT ACTS OR OMISSIONS OF ICY DOCK. IN NO EVENT SHALL ICY DOCK BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS, OR ANY AGREEMENT INTO WHICH THEY ARE INCORPORATED, OR ANY PERFORMANCE OR NONPERFORMANCE UNDER THESE TERMS AND CONDITIONS BY ICY DOCK, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS OR SERVICES ACTUALLY DELIVERED TO AND PAID FOR BY PURCHASER HEREUNDER. IN NO EVENT SHALL ICY DOCK BE LIABLE TO PURCHASER OR ANY OTHER PARTY FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF GOOD WILL, LOSS OF ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH ICY DOCK'S BREACH OF, OR FAILURE TO PERFORM IN ACCORDANCE WITH ANY OF THESE TERMS AND CONDITIONS, OR THE FURNISHING, INSTALLATION, SERVICING, USE OR PERFORMANCE OF ANY PRODUCTS OR INFORMATION ICY DOCK SHALL PROVIDE HEREUNDER, EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES. PURCHASER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR SUCH DAMAGES. IN NO EVENT SHALL ICY DOCK HAVE ANY LIABILITY FOR ANY PRODUCTS USE FOR AVIATION, MEDICAL, LIFESAVING, LIFESUSTAINING OR NUCLEAR APPLICATIONS.

## **12. Compliance With U. S. Export Laws**

If Purchaser delivers the Products to its customer who may use the Products outside the United States, Purchaser acknowledges and shall advise its customer that the Products are controlled for export by the U. S. Department of Commerce and that the Products may require authorization prior to export from the United States or re-export. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the United States. Purchaser warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, products, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the Department of Commerce. Purchaser further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied persons List published by the Department of Commerce.

## **13. Relationship Of The Parties**

Purchaser's relationship with ICY DOCK will be that of an independent contractor. Purchaser will not have, and will not represent that it has, any power, right or authority to bind ICY DOCK, or to assume or create any obligation or responsibility, express, implied or by appearances, on behalf of ICY DOCK or in ICY DOCK's name, except as herein expressly provided. Nothing stated in these terms and conditions will be construed as constituting Purchaser and ICY DOCK as partners or as creating the relationships of employer/employee, franchisor/franchisee, or principal/agent between the parties. Purchaser will make no warranty, guarantee or representation, whether written or oral, on ICY DOCK's behalf.

## **14. Manufacturer, Publisher, and Supplier Restrictions**

If authorization for resale is required by the manufacturer or publisher of any Product, then ICY DOCK will not be obligated to sell such Product to Purchaser unless ICY DOCK has received notification of such authorization from the manufacturer or publisher. All Products delivered to Purchaser hereunder may have additional restrictions on their use required by the manufacturer or publisher. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements. If any supplier prohibits ICY DOCK from selling specific Products to Purchaser, then ICY DOCK reserves the right not to sell such Products to Purchaser.

## **15. Choice of Law, Venue, Jurisdiction/Choice Of Forum**

These terms and conditions (and any agreement into which they are incorporated) shall be construed, interpreted and enforced under and in accordance with the laws of the State of California, excluding its conflicts or choice of law rule or principles which might refer to the law of another jurisdiction. Purchaser agrees to exercise any right or remedy in connection with these terms and conditions exclusively in, and hereby submits to the personal jurisdiction of the State of California, Court of Los Angeles County, California, or the United States District Court at Los Angeles, California. The state and federal courts situated in Los Angeles County, California will have non-exclusive jurisdiction and venue over any dispute or controversy that arises out of these terms and conditions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these terms and conditions.

## **16. Notices**

All notices, requests, demands, and other communications that either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the part, (ii) mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth herein, at the official corporate address of such party, or such other address as the parties may hereinafter designate, or (iii) above. Notices to ICY DOCK shall be sent to: ICY DOCK., 1307 John Reed Ct, City of Industry, CA 91745, Attention; Corporate Affairs.

## **17. Binding Effect/Assignment**

These terms and conditions shall be binding upon and shall inure to the benefit of the parties hereto and their respective representatives, successors and permitted assigns. Neither party may assign its rights and/or duties under these terms and conditions without the prior written consent of the other party given at the other party's sole option. Any such attempted assignment shall be void. Notwithstanding the foregoing, ICY DOCK may assign any purchase order received from Purchaser to a subsidiary or affiliate upon notice to Purchaser.

## **18. Partial Invalidity**

If any provision of these terms and conditions shall be held invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

## **19. No Waiver**

Failure or delay of ICY DOCK to exercise a right or power under these terms and conditions shall not operate as a waiver hereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

## **20. Captions**

The captions used herein are for reference purposes only and shall have no effect upon the construction or interpretation of any provision herein.

## **21. General**

These terms and conditions, as published on ICY DOCK's Web site located at [www.icydock.com](http://www.icydock.com) at the time of sale, are the official terms and conditions of sale between ICY DOCK and Purchaser and may be amended from time to time without notice at ICY DOCK's sole discretion.