

# ***Sales Terms & Conditions***

When you place an order that is accepted by an authorized Manta sales representative, you are entering into an agreement between yourself (the Buyer) and Manta for the sale of the specified courseware license(s). Following are the terms of that agreement.

In consideration of the mutual promises herein contained, the parties hereto agree as follows:

**1. Sale.** Manta agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase a license to use the Manta courseware specified in the Sales Agreement. The Manta License specifies the terms and conditions under which the courseware may be used.

**2. Price.** Buyer agrees to pay Manta for the products and licenses ordered. Prices are published in the Manta catalog and on the Manta web site and are subject to change without notice. Given a price change by Manta, Buyer has the right to terminate this agreement upon notification of the change.

**3. Payment.** Buyer shall make payment of the purchase price in full within thirty (30) days following delivery of the courses by Manta as provided herein, subject to Buyer's right of inspection as set forth in Section 5 below. In the event that the purchase price is not timely paid, in addition to its other remedies, Manta may impose, and Buyer shall pay, a late payment charge equal to one percent (1.5%) of the overdue amount each month.

**4. Shipping.** Because all courses are delivered online, no shipping is required. Instructions will be e-mailed to the specified contact person.

**5. Right of Inspection.** Buyer shall have the right to review the courses and terminate the license agreement for any reason within fifteen (15) calendar days after purchase.

To terminate the agreement, Buyer must call or e-mail a Manta representative and return the original Invoice or Sale Receipt marked with "Cancel." Failure of Buyer to comply with these conditions within the time set forth herein shall constitute irrevocable acceptance of the course license by Buyer. A 5% return fee may be applied to purchases made with credit cards (such as Visa and MasterCard) that impose seller fees for both sales and returns.

**6. Limited Warranty.** Manta makes the following limited warranties, for a period of 30 days from the date the Buyer acquires the courseware from Manta: The courseware delivered by Manta will materially conform to the description in the Manta course catalog. If the courseware fails to operate in accordance with this warranty, the Buyer may, as its sole and exclusive remedy, return all of the courseware and documentation received, if any, to Manta, along with a dated proof of purchase, specifying the problem, and Manta will provide the Buyer with a full refund.

**7. Warranty Disclaimer.** Manta does not warrant that the courseware will meet the Buyer's requirements or that its operation will be uninterrupted or error free. Manta excludes and expressly disclaims all expressed and implied warranties not stated herein, including the implied warranties of merchantability and fitness for a particular purpose.

**8. Limitation of Liability.** Manta's liability to the Buyer for any losses shall be limited to direct damages, and shall not exceed the amount the Buyer originally paid for the courseware license. In no event will Manta be liable to the Buyer for any indirect, special, incidental, or consequential damages (including loss of profits) even if Manta has been advised of the possibility of such damages.

**9. Transfer of License.** The license to use the Manta courseware shall not pass from Manta to Buyer until Buyer has paid in full the purchase price to Manta.

**10. Taxes.** Buyer shall pay or reimburse Manta as appropriate for any sales, use, excise or other tax imposed or levied with respect to the payment of the purchase price for the courseware or the conveyance of the license to use the courseware to the Buyer. In no event shall Buyer be responsible for any tax imposed upon Manta based upon Manta's income or for the privilege of doing business.

**11. Notices.** Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at the addresses shown on the previous page.

**12. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the state of Colorado.

**13. Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

**14. Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

**15. Headings.** Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

**16. Canadian Transactions:** If the Buyer acquired this courseware in Canada, the Buyer agrees to the following:

The parties hereto have expressly required that the present Agreement and its Exhibits be drawn up in the English language. / Les parties aux présentes ont expressement exigé que la présente Convention et ses Annexes soient rédigées en langue anglaise.

If you have any questions about this Agreement, write to us at: Manta Technologies Inc., 8234 Blue River Avenue, Littleton, CO 80125, USA, or call us at (800) 40-MANTA.