

STANDARD TERMS AND CONDITIONS - VISTELAR GROUP

1. **Guarantee** – VISTELAR guarantees that the course, including instructional services and instructional materials, will be delivered in a manner satisfactory to the Purchaser. If the delivery of instructional services or materials provided by VISTELAR does not satisfy Purchaser in any material respect, and Purchaser provides VISTELAR with prompt written notice describing the reasons for its dissatisfaction, VISTELAR will repeat the course (or affected portions thereof) and/or reproduce associated instructional materials as soon as reasonably practicable at no additional cost to Purchaser and without re-registration, for the registrants originally provided for by this Agreement. VISTELAR's guarantee herein shall be Purchaser's sole remedy, and VISTELAR shall not be required to refund all or any portion of the purchase price paid by Purchaser under this Agreement. The remedy set forth in this paragraph shall be Purchaser's sole and exclusive remedy and is made expressly in lieu of all other warranties and remedies whatsoever, including but not limited to (i) implied warranties of merchantability and/or fitness for a particular purpose and (ii) any and all legal or equitable remedies, including those provided by the Uniform Commercial Code. VISTELAR shall not be subject to any other obligations or liabilities for services provided or goods sold by or through VISTELAR, including any obligations or liability arising out of VISTELAR's, its employee's or agent's negligence.
2. **Limited Liability** – In no event shall VISTELAR be liable to Purchaser or any third party for loss of profits, indirect, special, consequential, or other similar damages arising from or out of any breach of this Agreement or VISTELAR's obligations under the Agreement. VISTELAR shall not be liable for any damages arising from or out of any delay in providing instructional services, or shipment of instructional materials, under this Agreement. Unless otherwise provided in writing, any delivery dates for instructional materials specified or quoted by VISTELAR are estimates only based on the anticipated production schedules. VISTELAR will make a good faith effort to meet the estimated delivery dates, but VISTELAR shall not be responsible for any failure to do so, and in no event shall it be liable for any loss, cost, damage or expense whatsoever incurred by Purchaser or third parties that may result therefrom. VISTELAR will notify Purchaser as soon as practicable of the commencement of conditions delaying or preventing delivery of instructional materials, and will provide Purchaser with VISTELAR's best estimate of the rescheduled delivery.
3. **Payment** – Purchaser hereby agrees to pay VISTELAR no less 10 days after the class is commenced. VISTELAR may charge Purchaser one and one-half percent (1.50%) per month interest on all outstanding amounts due under this Agreement. All reasonable fees and costs of collection by VISTELAR, including attorney's fees, required by Purchaser's failure to pay amounts due thereunder shall be recoverable by VISTELAR in any collection action.
4. **Termination by Purchaser** – If Purchaser terminates this Agreement for any reason without VISTELAR's advance written consent, VISTELAR shall be entitled to collect or retain (i) if more than 30 days notice, an administrative fee equal to 10 percent (10%) of the total contract price charged to Purchaser under the Agreement, (ii) or if less than 30 days notice, a fee equal to fifty percent (50%) of the total contract price plus (iii) any expenses Vistelar incurs in preparation for the contract (based on the actual direct and indirect costs actually incurred by VISTELAR, including, without limitation, contractual obligations or commitments for staff, facilities, travel arrangements, or materials) as of the date VISTELAR receives written notice from Purchaser of cancellation. In the event a refund of fees is due Purchaser, VISTELAR will make said refund within sixty (60) days following receipt of written notice of cancellation by Purchaser.
5. **Proprietary Rights Retained** – VISTELAR retains all right, title and proprietary interests (including without limitation copyrights) in and to all original materials provided by VISTELAR to Purchaser under this Agreement which are written, compiled, prepared or developed by VISTELAR. No part of the materials provided to Purchaser may be reproduced or transmitted in any form or by any means, electronic or mechanical (including photocopying, recording, or other methods of information storage/retrieval) without the express written permission of VISTELAR.
6. **Inspection of Instructional Materials** – Purchaser shall have seven (7) days following delivery by VISTELAR of any instructional materials or other goods pursuant to this Agreement to inspect same, and provide written notice to VISTELAR of any defects or nonconformities. If Purchaser does not so notify VISTELAR during this period, the goods shall be deemed accepted by Purchaser.
7. **Force Majeure** – VISTELAR shall have no liability for any delay in or failure of performance caused by circumstances beyond its control, including but not limited to acts of God, fire, flood, war, governmental action, accident, strikes, labor disputes, or shortage or inability to obtain materials, equipment, power or transportation.
8. **Entire Agreement** – These standard terms and conditions constitute the entire agreement between VISTELAR and Purchaser. VISTELAR objects to, and shall not be bound by, any terms or conditions of Purchaser's purchase order(s), confirmation forms or other documents, which contain terms and/or conditions at variance with VISTELAR's standard terms and conditions of sale set forth herein, and shipment or other performance by VISTELAR shall not constitute assent to any such inconsistent terms. Purchaser's full or partial payment or acceptance of delivery shall constitute acceptance of all of these terms and conditions.
11. **Miscellaneous** – This Agreement shall be interpreted under and governed by Wisconsin law. It may not be amended, modified, extended, or otherwise changed except in writing signed by both parties. Each of the parties to this Agreement represents and warrants to the other that they have the power and authority to contractually bind VISTELAR and Purchaser, respectively, thereunder. No waiver by either party of any term or condition of this Agreement shall be deemed to constitute a waiver of such terms and conditions in the future. A determination by a court of competent jurisdiction that any term or provision of this Agreement is invalid shall not affect the other terms and conditions of this Agreement, which shall remain in full force and effect.