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In an effort to provide the highest quality products and services, TRG may contract with third party providers of customer feedback campaigns. When you visit our web site, you may encounter a pop-up dialog box requesting your participation in a customer feedback survey. Participation in these customer feedback campaigns is voluntary and you may choose whether or not you wish to provide any information to the third party survey provider. When you participate in a customer feedback campaign, the information is being provided to the third party survey provider and the terms of the third party service provider's privacy policy, and not this Policy, will apply to any personally identifiable information that you may provide in connection with your voluntary participation in any customer survey activities.

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For your convenience, we may provide links on our web site to certain third party web sites or referrals to certain third parties' products or services. If you choose to visit a third party's web site, or use its products or services, please be aware that the third party's privacy policy, and not this Policy, will govern your activities and any information you disclose while interacting with the third party.

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TRG employs procedural and technological measures, consistent with the demands of customer service, reasonably designed to protect your personal information from loss or unauthorized access, disclosure, alteration, or destruction. TRG stores your personal information on secure computers located in a controlled access data center, to which only a small number of TRG employees involved in the management of the data center have physical access. Where reasonably practical, TRG uses encryption, firewalls, and other security technology to help prevent unauthorized access to your personal information.

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TRG will use reasonable efforts to keep your personal information accurate. We would appreciate your help in ensuring the information you provide to us is accurate and up-to-date. Providing accurate information helps us serve you better. You may easily update your profile for this web site by following the instructions provided after you log in to your account.

Policy Changes

TRG reserves the right to change this Privacy Policy, and will post any revisions on our web site located at <http://www.rothersgroup.com/legal.htm#privacy>. We encourage you to review this Privacy Policy regularly for any changes. Your continued use of this web site will be subject to the then-current Privacy Policy.

Questions?

If you have any questions about our privacy practices, please feel free to contact us at privacy@rothersgroup.com.

Effective June 1, 2009.

Terms of Sale

The Rothers Group, Rothers Capital, Rothers Strategy, Rothers Technology, and The Menlo Programme (COLLECTIVELY, "TRG")

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2. PAYMENT AND TAXES. Payment is due within thirty (30) days of the date of invoice. Customer shall pay invoice in full without any deduction, counterclaim or offset. Interest shall accrue on a daily basis. TRG reserves the right to change or remove credit terms at any time for any reason, including, but not limited to, a change in the financial condition or payment history of Customer, and may require payment prior to delivery and/or additional security such as a bank guarantee or parent company guarantee. Customer waives the right to recover from TRG any unclaimed credits granted by TRG twelve (12) months after the accrual of such claims. Prices for Products and Licensed Items are exclusive of all federal, state or other government, excise, use, occupational, sales, value added tax (VAT), export, import or custom fees or duties or like taxes or duties now in force or enacted in the future ("Taxes"). In addition to the prices quoted or invoiced, Customer shall pay any Taxes imposed by any government authority on, or measured by, the transaction between TRG and Customer. Customer shall reimburse TRG if TRG is required to pay Taxes at the time of sale or thereafter. If Customer is required under local law to apply a withholding tax, Customer shall notify TRG in advance and reasonably assist in minimizing its impact.
3. DELIVERY, TRANSFER OF TITLE, AND RISK OF LOSS. Title and risk of loss to the Products shall transfer to Customer when TRG tenders the Products to the freight forwarder at the TRG designated location. The time of delivery occurs when Products are tendered to the carrier, and Products shall be deemed accepted upon such tender. The date of shipment will be as indicated by TRG to Customer. Transportation charges will be paid by Customer, or if prepaid, will be invoiced to Customer and payable within thirty (30) days of the date of invoice. Customer is responsible for insuring the Products against risk of loss or damage during shipment. Partial and/or installment shipments are authorized and, in the case of contingencies beyond its reasonable control, TRG may allocate shipments among its customers at its sole discretion. TRG shall not be responsible for any losses caused as a result of late or partial shipment.
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6. MODIFICATIONS. TRG may modify the specifications of Products and substitute Products manufactured to such modified specifications at any time without prior notice to Customer, provided such Products substantially conform to the form, fit, and function of the original product.

7. LIMITED WARRANTY. Subject to the limitations herein, TRG warrants that Products will, for three (3) years following the date of sale by TRG or its authorized distributor, be free from defects in materials and workmanship and will substantially conform to TRG publicly available specifications and known errata in effect on the date of sale. This limited warranty excludes: (i) engineering samples and die (both of which are provided "AS-IS" without warranty); (ii) Products procured from unauthorized sources; (iii) Products that have been subject to misuse, mishandling, accident, alteration, neglect, or unauthorized repair or installation; and (iv) Products used in an application or environment that is not within TRG specifications. For any breach by TRG of this limited warranty, the exclusive remedy of Customer and the sole liability of TRG shall be, at the option of TRG, to replace or repair the affected Products, or to refund to Customer the price of the affected Products. Customer may not return Products without first obtaining a customer return material authorization (RMA) number from TRG. The availability of replacement products is subject to product discontinuance policies at TRG. Notwithstanding the term of this limited warranty, Products subject to PDN shall be covered for one (1) year from the date of last shipment to Customer. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE. TRG DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

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11. FORCE MAJEURE. TRG shall not be liable for any loss, damage or penalty resulting from a failure to fulfill an obligation (other than payment of money) when such failure is due to causes beyond its reasonable control, including but not limited to, acts of God, war,

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12. BANKRUPTCY. If Customer shall become, or there is a reasonable risk of becoming, bankrupt or insolvent, it transfers assets to its creditors, commences to be wound up or a receiver is appointed or if any similar or related bankruptcy or insolvency event occurs in any jurisdiction, TRG may, upon notice in writing, immediately cancel the applicable purchase contract without judicial intervention or declaration of default of Customer and without prejudice to any right or remedy which shall have accrued or shall accrue thereafter to TRG.

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