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PANORAMA CITY, CA 91402
PHONE 818-988-4300 FAX 818-988-4303
ACCOUNTING/CREDIT FAX 818-815-2054
www.qmadix.com

Account Manager: _____

Customer #: _____

SALES TERMS & CONDITIONS

Information Provided: Applicant hereby certifies that the information furnished under this application and all documents submitted in connection herewith is true and correct and is being furnished to Qmadix for the purpose of allowing Qmadix to extend credit to the applicant. Upon approval of this application, Qmadix at its sole discretion will assign the Applicant a maximum credit line. At any time Qmadix may increase, decrease, or terminate the Applicant's credit privileges under this application without prior notice to Applicant.

Purchases: Because the purchase of goods by applicant from Qmadix, which are not paid-in-full at the time of shipment or delivery constitutes a credit sale, purchases made by Applicant must be paid within the specified time period or method as agreed on the Applicants account. All orders are subject to prior review and credit approval before release. Applicant hereby agrees that, unless otherwise agreed to by the parties in writing, these terms and conditions shall apply to each invoice relating to the goods sold by Qmadix, to Applicant under this Agreement.

Late Payment: Applicant agrees to pay a 2.0% interest fee per month, or the highest rate permitted by law (whichever is less), on any outstanding payments that are past due until payment is collected.

Returned Payments: Payments that are returned to Qmadix for any reason will be charged a \$25.00 fee for each occurrence and shall be subject to a twenty-percent (20%) restocking fee which may be assessed in Qmadix's absolute discretion, in addition to such \$25.00 fee.

Payment Collection: Applicant agrees to indemnify and hold Qmadix harmless from any and all claims or damages, arising out of any violation of the representations or warranties contained herein or any breach or default by Applicant under this Agreement, including without limitation, any costs and expenses including, attorney's fees, collection agency fees, collection and court costs.

Shipping: All transportation charges are the responsibility of Applicant, unless arrangements are made by supplier prior to shipment. All goods are shipped F.O.B. Supplier's warehouse in Panorama City, California or other location, if arranged as a drop-shipment by Qmadix. Qmadix, shall not be responsible for spotting, switching, demurrage or other transportation charges unless agreed in writing.

Damage or Loss: Any loss or damage to product caused while in transit which is arranged by Qmadix must be reported by Applicant in writing within 24 hours of receiving shipment. Applicant must report such claim to shipping carrier in order for a claim to be issued. Any shipments picked up by a Applicant's transportation choice are the responsibility of the Applicant to arrange for any claims.

Returned Shipments: Applicant is responsible for all charges incurred on shipments that are sent back to Qmadix for any reason in which the error or cause was the fault or result of the Applicant. This includes but is not limited to, incorrect address provided by the Applicant, inability to provide payment to courier at the time of delivery, or refusal of shipment for any reason. Applicant will be responsible for shipping charges for both the outbound and inbound transportation costs. Applicant is responsible for a twenty (20) percent restocking fee on all returned shipments accepted by Qmadix.

Returns: Qmadix does not accept any returns on its merchandise unless prior written approval is made. A written request must be made and a written confirmation of return acceptance must be made by Qmadix prior to the return. Any returns made to Qmadix without prior approval will be refused. Shipments that cannot be refused and are kept at Qmadix will not be processed for credit or exchange. Applicant must arrange pickup of merchandise in order to receive product back. All products must have been purchased from Qmadix. If phones are being returned ESNs must be verifiable. Qmadix will only take back accessories Manufactured or sold by Paramount. All new handsets must be returned within 30 days of purchase date, have 30 minutes or less of total airtime, be in original packaging and in resalable condition to qualify for return. Qmadix has the discretion to repair or replace the item. Any handsets that do not meet the requirements must be sent directly to the manufacturer for warranty repair. Qmadix accessories are covered under a three (3) year warranty and defective products may be submitted for a RMA # anytime during the warranty period. Overstock accessories are subject to a 20% restocking fee and may not be returned after 90 days from day of purchase. Special order items are not returnable. All OEM accessories purchased from Qmadix will be covered under the manufacturer's warranty. Customer must return all OEM products directly to manufacturer for replacement. All product returned to Qmadix must be complete. If phones are being returned all accessories, manuals and/or hardware must be in the box or are ineligible for return. For defective product list all reasons product is considered defective. Any product that was purchased as used product that is being sent back for return is only permitted in accordance with the terms set forward on the initial purchase order. **Any product bought as-is or as a closeout is not returnable.** RMA #'s will be issued within 48 hours of receipt by Qmadix. **RMA # must be visible on the outside of the box.** RMA # is only valid for a period of 15 days.

Qmadix's Terms Control. These terms and conditions shall control and prevail over any contrary terms in any of the Applicant's purchase orders relating to the goods purchased under this Agreement. The shipment terms for all goods purchased by Applicant under this Agreement shall be F.O.B. F.O.B. Supplier's warehouse in Panorama City, California or other location, if arranged as a drop-shipment by Qmadix

LIMITATION OF WARRANTIES: Qmadix does not make warranties, express or implied, with respect to products sold "as is", "untested", and/or "with all faults". Applicant may not return any of these products to Qmadix for refund, exchange, or otherwise. The manufacturer's warranty passed on through by Qmadix to applicant hereunder, if any, shall be in lieu of any other warranty, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

LIMITATION OF DAMAGES: Applicant's sole and exclusive remedy relating to this agreement and/or goods shall be the remedy, if any, afforded by the manufacturer of such products to applicant and/or applicant's customers as provided by, and within the time period specified therein. No other remedy (including without limitation, incidental or consequential damages for lost profits, lost sales, injury to persons or property or any other incidental or consequential loss) shall be available to applicant or applicant's customers.

Venue: The parties agree that Los Angeles, California shall be the agreed venue for any legal action between Qmadix and Applicant, and that the laws of the State of California will govern (without regard to the conflicts of law rules of California).

Force Majeure/ General: If Qmadix, shall be delayed in its performance of any obligation under this Agreement or be prevented entirely from performing any such obligation due to causes or events beyond its control, including, without limitation, any act of God, fire, flood, earthquake, war, riot, insurrection, strike, lockout, slowdown, epidemic, quarantine, delay in transportation, car shortage, materials shortage, boycott, embargo, present or future law, government order, rule or regulation, such delay or non-performance shall be excused and the time for performance shall be extended to include the period for such delay or non-performance. The parties to the Agreement hereby agree that (a) the failure of Qmadix, to insist, in any one or more instances, upon performance hereunder or to exercise any right hereunder is not a waiver of the future performance of any term, covenant or condition or the future exercise of such right; (b) no modification of this Agreement shall be binding upon either party unless the modification is in writing and signed by a duly authorized representative of both parties; (c) if any provision of this Agreement is determined to be unenforceable by any court, such unenforceability shall not affect the remainder of this Agreement; (d) this Agreement shall be binding upon and, except as otherwise provided herein, shall inure to the benefit of the parties hereto and their respective successors and assigns; and (e) the rights and remedies granted in this Agreement are non-exclusive to those otherwise available under principles of equity. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement.