

TERMS & CONDITIONS

HOW TO PLACE AN ORDER

By Fax: Order by fax through the desired UniNet Regional Sales Office.

By Internet: Order online via our company website at: www.uninetimaging.com

By Email: Submit your order via email to: sales@uninetimaging.com

Upon receiving your order, a UniNet Sales Representative will send to you, via fax or email, a Pro-Forma Invoice with product and shipping cost, and will await payment confirmation. PLEASE NOTE: If your company has a credit card on file or credit payment terms with UniNet Imaging Inc., your order will be shipped automatically. You will automatically receive an email or fax message confirming that we have received the order and invoice with shipping information.

SHIPPING METHODS

We generally ship orders via UPS or FEDEX at discounted rates. International orders are shipped by Air and usually take between 3 to 5 business days to arrive at your office. Most orders can be shipped within 24 to 72 hours after payment confirmation is received. NOTE: If your company has an email address our computer system will automatically send you an email message confirming shipping date with UPS or FEDEX tracking numbers. Other available shipping methods include:

FEDEX: Economy Standard

UPS: Ground, Red 1-Day, Blue 2-Day, 3-Day Select, Standard to Canada

Freight: Most Recognized Trucking/Freight Companies

PAYMENT METHODS

Wire Transfer: For orders over \$2,000.

Credit Card: Visa, American Express, MasterCard and Discover payment with approved UniNet Credit Card Authorization. Credit card payments acceptable only for orders not shipped on terms.

Credit Account: Requires approved UniNet Credit Application for orders of \$1,000.00 USD or higher.

Cashiers Check: Cashiers check or money order must be in U.S. Dollars only.

Processing Fee: Orders below \$100.00 will be subject to a \$15.00 handling fee.

PRODUCT RETURNS

No returns will be accepted after 90 days of purchase or without prior approval. Your return RMA number must appear on the outside of the returned package. Authorized returns will be subject to a \$20 or 20% restocking charge whichever is higher. Only undamaged current products will be considered for return. Credit will be issued only after approval and our inspection of the product. No cash refunds are processed. We reserve the right to refuse any unauthorized product return. Under certain conditions the 20% restocking fee can be avoided.

STORAGE, LOSS & DAMAGE

Keep all packaging materials for carrier inspection. Notify UniNet Imaging immediately upon receipt of goods. We will only consider shortage, loss and damage claims if notified within 2 days of receipt of goods. For outgoing shipments and returns, always insure your shipments and package toner cartridges in the original boxes whenever possible.

SALES TAX

Customers in California must provide a signed sales tax exemption form in order to avoid paying sales tax.

TERMS OF SALE

- 1. Price:** Price is as listed on invoice.
- 2. Shipment:** Shipment is described as F.O.B. Los Angeles, California unless otherwise noted on the invoice.
- 3. Terms of Payment:** All sums invoiced shall be paid in accordance with the terms described on the invoice. Any outstanding balance not paid on time shall bear interest at the rate of 2% per month, compounded daily.
- 4. Delays:** Seller will not be liable for any delay in the performance of orders or contracts, delivery or shipment of goods, or for any loss or damage suffered by the Buyer for any reason by reason of such delay, whether or not the delay is the result of the Seller's negligence.
- 5. Limitations on Damages:** Seller has made an effort to determine that the materials shipped are of good commercial quality. In the event any material is defective due to faults in the manufacture or packaging or through any fault of the Seller, Buyer shall notify Seller immediately, stating full particulars in support of his claim, and Seller will either replace the goods upon return of the defective or unsatisfactory material, or Seller shall credit Buyer's account with the cost of such goods. Under no circumstances shall Seller be liable for consequential or other damages, loss or expenses in connection with, or by reason of, the use or the inability to use materials purchased from the Seller for any reason.
- 6. Warranty:** The advice of the Seller's technical staff is available to the trade, but the Seller does not control or supervise the subsequent use of such advice or the installation of its products or the use of its products for sale, and therefore does not warrant or guarantee such advice. All products are warranted to be free from manufacturing defect for a period of 90 days.

NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTY AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH ON THE INVOICE, BUT IN ANY SUCH CASE, SUCH WARRANTY OR GUARANTEE IS LIMITED AS DESCRIBED IN PARAGRAPH 5 ABOVE.

7. Special Orders: If any material shall be manufactured and/or sold by the Seller to meet Buyer's particular specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual specifications or requirements and is not part of Seller's standard line offered by it to the trade generally in the usual equity and from any damages, claims for actual or alleged infringement of any United States or foreign patent, and shall defend any suit or action which may be brought against Seller for any alleged infringement because of the manufacture and or sale of the material covered thereby.

8. Contract: This is the entire contract between the parties.

9. Collection Expenses: In the event Buyer fails to pay Seller in a timely fashion and Seller initiates collection action, Buyer agrees to pay Seller's collection expenses, including attorney's fees.

10. Choice of Law and Venue: The laws of the State of California shall apply to and have control of the interpretation and validity of this agreement. Any dispute over the terms of this agreement or arising out of this agreement shall be litigated in the Federal and State general courts in and for Los Angeles County, California.

11. UniNet Imaging Inc. Standard Guarantee: UniNet Imaging Inc. makes every effort to determine if its materials shipped are of good commercial quality. In the event any material we ship is defective due to faults in manufacture, packaging, or through some other fault of UniNet Imaging Inc. and its vendors, then UniNet Imaging Inc. will replace the defective material at no additional cost to the customer. This is the Buyer's only remedy under this guarantee.

12. We Value Intellectual Property Rights: Intellectual Property refers to creations of the mind that have been reduced to practice to use in commerce, including inventions, property methods, literary and artistic works, symbols, names, logos, images, or designs. These innovations and creative expressions are protected like other property rights so that the creator or owner of the property rights can benefit from their own work.

UniNet values the Intellectual Property rights of its own inventors and of other companies, and UniNet continues to utilize the efficient and equitable Intellectual Property system to benefit its business and our American society at large. UniNet does not use the Intellectual Property rights of others without permission, including taking a License for certain Intellectual Property rights and Patents. UniNet's Products do not infringe the Patents of others.

UniNet itself has been granted a number of Patents, Trademarks, and Copyrights on UniNet's high quality toners, printer chips, and printer components in many countries. Our success in the global marketplace is the result of our commitment to continued investment in America's future. That has been our philosophy since we opened our doors here in 1995.

Additional information about the UniNet Patents, Trademarks, and Copyrights may be found on the U.S. Patent and Trademark Office and on the U.S. Copyright Office Web sites.

Infringers of UniNet's Intellectual Property Rights will be prosecuted to the fullest extent of the law.