

System Sales, Inc. Terms of Sale

The purchasers of products and / or services from E System Sales/EZ Phone Systems, or any affiliate thereof ("E System Sales/EZ Phone Systems,") are subject to the following terms and conditions. The term "Purchaser" shall mean the party placing an order with E System Sales/EZ Phone Systems, and identified as such in any document attached hereto ("attachment"), this document and all attachments are hereinafter referred to as "this Agreement." The terms and conditions set forth in this agreement shall constitute the entire agreement between E System Sales/EZ Phone Systems, and Purchaser relating to the sale of the products ("Products") and/or services ("Services") described in any attachment, or in an subsequent purchase or sales order. No conflicting or final terms or conditions which may appear in any order or other document of Purchaser shall be of any force or effect unless accepted and agreed to in writing by an officer of EZ Phone Systems.

Price:

The prices under this agreement are F.O.B. point of shipment and exclusive of all sales, use, excise or other taxes. The prices set forth shall be in effect until notice in writing from E System Sales/EZ Phone Systems, reserves the right to adjust prices at its discretion with proper notice to Purchaser.

Taxes:

Purchaser shall pay all federal, state, municipal or other sales, use, excise or other taxes, assessments and charges assessed or levied against the products and/or services. Purchaser agrees to pay to EZ System Sales/EZ Phone Systems, on request any federal, state, municipal or other sales, use, excise or other taxes, assessments or charges payable by E System Sales/EZ Phone Systems, with respect to the products and/or services of the sale thereof.

Delivery:

Delivery will be F.O.B. point of shipment. Unless otherwise directed by Purchaser, E System Sales/EZ Phone Systems, will pre-pay the freight and bill Purchaser for shipping and handling charges. Purchaser assumes all risk of loss during delivery of the Products by E System Sales/EZ Phone Systems, to the carrier. In the absence of instructions to the contrary, E System Sales/EZ Phone Systems, on behalf of the Purchaser, shall exercise its own discretion as to the method of shipment to be used and the selection of the carrier but shall not be deemed thereby to assume any liability in connection with the shipment nor shall the carrier thereby be deemed an agent of E System Sales/EZ Phone Systems. No goods shall be returned for credit or replacement without prior RMA authorization by EZ Phone Systems. All good returned without such prior authorization will not be accepted by E System Sales/EZ Phone Systems, and will be returned to the purchaser freight collect.

Payment:

Except as otherwise stated in any attachment, terms are net due upon purchase. Payment method will be check (must wait 10 days for all out of state checks), money order or credit card (Visa, MasterCard, American Express or Discover). Lease options for qualified Purchasers will be covered under a lease agreement.

Disclaimer and Limitation of Liability:

E System Sales/EZ Phone Systems, shall in no event be liable for damages, including but not limited to incidental or consequential damages, for injury to any property or to any person, by reason of the person's negligence or otherwise in connection with the safe, delivery, installation or use of the products and/or provision of services pursuant to this agreement, and purchaser shall indemnify and hold harmless E System Sales/EZ Phone Systems against further liability. Without limiting the generality of the foregoing, E System Sales/EZ Phone Systems, shall in no event be liable for lost profits arising out of, or in connection with, this agreement. Neither E System Sales/EZ Phone Systems, nor purchaser shall be liable for delay in the performance of any of its obligations under this agreement arising out of causes beyond it control, including but not limited to acts of God, governmental action, fires, floods, epidemics, quarantines, strikes, embargoes, or severe weather.

General Provisions:

This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this agreement nor any variation or modification of this agreement or waiver of any of the terms or provisions hereof shall be deemed valid and binding upon EZ Phone Systems unless in writing, signed by an officer of E System Sales/EZ Phone Systems and delivered by E System Sales/EZ Phone Systems to Purchaser. Failure by either party to enforce the terms hereof shall not be deemed a waiver of future enforcement of that or any other term. This agreement shall be construed and interpreted in accordance with the laws of the State of New Hampshire.

Notification:

Notices under this agreement shall be in writing and forwarded registered or certified mail, postage prepaid. Notices to EZ System Sales/EZ Phone Systems, shall be addressed to E System Sales/EZ Phone Systems, 18915 Soledad Cyn Rd. Notices to purchaser shall be to the Purchaser's principal business address or at its address set forth on the face of this agreement.

Equipment Returns

Equipment returned to E System Sales/EZ Phone Systems for any reason shall be subject to a full refund of the purchase price, less the 20% re-stocking fee, shipping and handling fees, and charges for any installation services or services delivered. Equipment must be returned in its original packing and be ready for resale. All out of the box returns shall be on a buy back basis only. No equipment shall be returned to E System Sales/EZ Phone Systems after 14 days of receipt. All WARRANTY and RETURN equipment returned to E System Sales/EZ Phone Systems, must have a RMA (Return Merchandise Authorization) number issued by E System Sales/EZ Phone Systems. All returned items without a RMA number will not be excepted by E System Sales/EZ Phone Systems.

Software Sales

Upon purchase, all sales are final. We do not offer refunds on CD-ROM or Internet download versions of our software. E System Sales, Inc. software products are available for set trial periods during which you are allowed to examine and evaluate our software products prior to purchase.

In the event that your software is delivered on damaged or defective media, E System Sales, Inc. will send replacement media.

Technical Support

Technical support is provided through the E System Sales/EZ Phone Systems help desk located at www.help.ezsystemsales.com. In the event that the help desk does not provide adequate information or the end user or the installer is unable to resolve a problem, E System Sales/EZ Phone Systems, provides installation support for 15 days from the first initial phone call for end users and for installers. Email support is available free. Complete programming support is available over the telephone at a flat rate of \$65 for the first hour and billed in 15 minute increments after the first hour is completed.

Credit Card Charge Backs.

All credit card charge backs will be considered by E System Sales as a refusal to pay for delivered equipment. All delinquent invoices will be immediately sold to [Bilateral Credit Corporation](#) for collections. [Bilateral Credit Corporation](#) will add a 25% collections fee to your existing balance.

Signed _____