



## Terms and Conditions of Sale Doing Business with Cybernet

1. **EVALUATION PROGRAM:** For our Corporate Enterprise Clients, we offer a Risk-Free 30 day Evaluation program. This program is designed to let those companies test our product(s) in their environment with their own software. If it is decided within the 30 day period that the unit is not suited to the company's needs, simply contact Cybernet Tech Support to receive a Ticket Number; you must then use this number to request a Return Authorization Number prior to returning the unit.
2. **NORMAL RETURN POLICY:** All Sales with Cybernet are final. Cybernet does, however, offer a 15 Day Customer Satisfaction program. This program applies to Home, Home Office and Small Business users who are **first-time buyers only** and is **limited to one unit**. If Client decides the equipment supplied by Cybernet is not satisfactory for any reason, client has up to 15 days from date of invoice to return equipment. Client agrees to return product in its original packaging and free of any cosmetic and/or internal damages or tampering. Client must contact Cybernet to obtain a Return Merchandise Authorization (RMA) Number prior to shipping the equipment. Client is responsible to insure equipment for its full value and to use a reputable U.S. carrier. Client is responsible for all shipping & handling charges to and from Cybernet.
3. **OPEN ACCOUNT PURCHASES:** At Cybernet we are committed in working with companies looking for open lines of credit. In most cases open accounts are established the same day by providing your D&B account number. In other cases, you may be asked to complete a credit application which is provided on this website under the forms section or maybe emailed to you by your account representative.
4. **GOVERNMENT & SCHOOL DISTRICTS:** Cybernet does accept Local, State, Federal Government and school district purchase orders. Cybernet does not require any additional forms to establish open account for above type entities.
5. **PRICES:** The prices stated are exclusive of any federal, state, municipal or other government tax now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. The BUYER shall pay such taxes applied directly to the sale hereunder, or in lieu thereof, the BUYER shall provide a tax exemption certificate acceptable to the taxing authorities. On sales outside the United States, all required import duties, licenses and fees shall be payable by the BUYER in addition to the stated price.
6. **PAYMENT:** Unless otherwise specifically stated to the contrary via written notification from the finance Department, the terms of payment shall be payable in full at SELLER'S home office on delivery of the Equipment. In case of partial shipments, pro-rata payments shall become due on each shipment. In the event full payment is not made within thirty (30) days, interest will accrue and become payable on the unpaid balance at the maximum rate allowable under the law governing this Agreement. SELLER shall retain a security interest in the Equipment and parts furnished under this Agreement until the full purchase price thereof shall have been paid and BUYER hereby agrees to execute upon SELLER'S request and at SELLER'S expense, any documentation required to protect SELLER'S security interest. BUYER'S failure to pay any amounts when due shall give SELLER the right to possession and removal of the equipment and parts at any time upon SELLER'S demand. SELLER'S taking of such possession shall be without prejudice to any other legal remedies SELLER may have. Should SELLER take legal action for the collection of overdue accounts, BUYER shall pay for all Court costs, attorney fees, and other reasonable related expenses.
7. **DELIVERY:** Shipping dates are based upon prompt receipt of all necessary documents from the BUYER. Shipments are scheduled after acceptance of an order in accordance with the

BUYER'S requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and the BUYER is advised of the actual shipping schedule. SELLER shall not be liable for delays in delivery or other default by reason of any occurrence or contingency beyond its reasonable control. All deliveries shall be made F.O.B. SELLER'S plant and risk of loss or damage will transfer from SELLER to BUYER upon delivery of goods to the F.O.B. point.

8. **DOA POLICY: ALL EQUIPMENT (WITHIN 30 DAYS):** Any equipment failure within 30 days of shipment is considered to be DOA. Replacement may be made when BUYER obtains an RMA number from SELLER, returns the product and SELLER will then ship a replacement to BUYER. Advance Replacements may be done within this period when requested by the BUYER through the following procedure: i) BUYER requests an RMA number from Technical Support and requests an advance replacement. ii) BUYER pays for advance replacement in the same method as the equipment already shipped, iii) Advance replacement payment is refunded (or credited in cases where a credit card is used) upon receipt at SELLER'S facility of the DOA Equipment identified by the RMA number issued.
9. **REPAIR POLICY: (AFTER 30 DAYS):** All cases where equipment requires service after 30 days from shipment will be handled through the Technical Support Department. BUYER should first contact the Technical Support Department to determine a course of action. If return of the equipment is necessary, an RMA number must be issued by Technical Support and must be clearly visible on the outside of any shipping carton used for the return of equipment to the Technical Support Department. Where repairs to the motherboard or elements of the product that are manufactured by CYBERNET MANUFACTURING INC. are required, every effort will be made to maintain a three days turn-around period. Where repairs are necessary for components of other manufacturers, the repair time will be based upon the policies of that manufacturer. In all cases, RMA(s) are returned with the same shipping status with which they were received (i.e., overnight, 2nd day, ground, etc.).
10. **CONSEQUENTIAL DAMAGES:** In no event shall SELLER be liable to BUYER for special, consequential, or punitive damages of any kind or for any reason from any cause arising under this Agreement.
11. **SHIPPING ISSUES:** BUYER has 5 days to make a claim regarding non-receipt and/or damaged items. An item not received by BUYER must be reported missing to SELLER within 5 business days of receipt of shipment by BUYER. In order for SELLER to accept responsibility for damages that may occur during transit, BUYER must report any physical damage to any units/shipments within 5 business days of receipt of shipment by BUYER. BUYER must refuse any shipments where physical damage to the shipping carton is present. If BUYER chooses to accept shipments where the shipping carton is damaged, BUYER must write the damage report on the shipping document prior to accepting the shipment. BUYER must also take a digital photograph of the damaged carton/unit in order for SELLER to process any claims.