



Company Name _____

Contact _____

Billing Address _____

City _____ State _____ Postal Code _____

Telephone _____ Fax _____

E-mail Address _____

Shipping Address _____

City _____ State _____ Postal Code _____

Telephone _____ Fax _____

E-filliate® Account Number _____

TERMS OF SALE

Requirements

To qualify for the E-filliate® reseller program, you must: a) sell to retail customers and, b) have a valid state resale certificate or business license. A photocopy of your state reseller's permit or business license must accompany this application.

Payment

E-filliate® accepts the following credit cards online: American Express®, Master Card®, & VISA®. There is no surcharge for credit card orders. Your credit card is not charged until the time your order ships.

If credit terms have been arranged in advance with our credit department, payment terms shall be as set forth in the credit agreement.

Returns: Non-Defective Products

All non-defective products returned for credit or exchange are subject to a 15% restocking fee and must be returned within 15 days of the date of invoice. Before returning any product, you must obtain a Return Merchandise Authorization (RMA) number. NO returns, of any type, will be accepted without a RMA number and NO returns will be accepted via COD. Products must be returned with freight charges pre-paid. Products must be 100% complete, in sellable condition, and must include original packing material, manuals, blank warranty cards and other accessories provided by the manufacturer. Any products with a mail-in rebate that has been filed will not be accepted for return.

E-filliate® reserves the right to authorize product returns beyond 15 days from the invoice date. If the product is accepted after 15 days, a MEMO OF CREDIT will be issued toward future purchases only. Shipping and handling charges are non-refundable.

Returns: Defective Products

Before returning any product, you must obtain a Return Merchandise Authorization (RMA) number. No returns, of any type, will be accepted without an RMA number and no returns will be accepted C.O.D. Products must be returned with freight charges pre-paid. Insurance is suggested. Please have the following information on hand when calling for a RMA number: customer name, order number and the nature of the problem with the product. All defective products will be accepted directly by E-filliate® for credit, exchange or repair, at E-filliate®'s discretion within 30 days from the invoice date. After 30 days, the manufacturer's warranty applies. All defective monitors returned after 15 days from the invoice date will be subject to the manufacturer's warranty.

Limitation of Liability

Under no circumstances are we liable for the following: (1) third-party claims against you for damages;(2) loss of, or damage to, your records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages even if we are informed of their possibility. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Seller hereby expressly disclaims all warranties either expressed or implied warranty of merchantability or fitness for a particular purpose. This disclaimer by the seller in no way affects the terms of the manufacturer's warranty - if any. Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time title passes to purchaser. If goods herein being purchased are being purchased for purposes of export, purchaser must obtain from the Federal Government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void.

Errors and Omissions

E-filliate® makes every effort to ensure the accuracy of the information published in our catalogs and on our Web site(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. E-filliate® makes no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

If an error is made and a product is listed at an incorrect price, E-filliate® shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, E-filliate® shall immediately issue a credit in the amount of the incorrect price.

I agree to the terms and conditions outlined above:

By _____

Title _____

Date _____

Please indicate your primary business

Please circle the appropriate choice

Retailer (Store Front), Web Only (Virtual Store Front),

or VAR/VAD (other)

11321 White Rock Road · Rancho Cordova, CA 95742

Telephone: 916.858.1000 · Fax: 916.858.1009

On the Internet: <http://efilliate.com>