



Telfusion Inc.  
1003 Morrisville Pkwy Suite 170  
Morrisville, NC 27560  
866-MY-TELECOM  
404-79 5-0623 (F)  
<http://www.telfusion.net>

## **TERMS AND CONDITIONS OF SALE**

### **General Terms:**

All new customers must pay in advance for processing and shipment of their order unless terms are pre-approved by Telfusion, Inc. credit approval process. Telfusion, Inc. must also receive and verify a completed credit application before processing of the order occurs. Telfusion, Inc. reserves the right to accept or reject any orders from customers. (Credit applications normally can be processed and verified within 1 business day (24 hours) but this time cannot be guaranteed).

### **Condition of Products:**

As used herein to describe a product, the term "new" indicates that, to the best knowledge of Telfusion, the product is in its original packaging and has never been placed in service by any owner. The term "new" does not, however, mean that the product was purchased directly from the manufacturer or any of its distributors. As used herein to describe a product, the term "refurbished" indicates that Telfusion or other third parties have made attempts to make the product look cosmetically good, but does not imply or represent that the product has been technically serviced by the manufacturer or any of its representatives.

### **Licensed Materials in Products:**

The products sold by Telfusion may contain or have loaded within them certain software in which one or more third parties owns intellectual property rights ("Licensed Materials"). Telfusion, however, does not sell any Licensed Materials or rights thereto. Moreover, Telfusion makes no representation or warranty regarding the ability of its customers to purchase Licensed Materials or rights thereto. Telfusion's customers remain responsible for obtaining software to operate on the products Telfusion sells or for obtaining rights or licenses necessary to run any Licensed Materials in accordance with applicable laws. No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are owned, sold, transferred, or otherwise granted by Telfusion. In addition, Telfusion is not affiliated with, or endorsed in any way by, 3COM, Broadmore, Cisco, Fujitsu, Juniper Networks, Lucent, Nortel Networks, Riverstone, or any other manufacturer. Any trademarks or logos of 3COM, Broadmore, Cisco, Fujitsu, Juniper Networks, Lucent, Nortel Networks, Riverstone, or any other manufacturer contained in this site are registered trademarks of their respective companies and appear on this page and other pages on this site solely for identification purposes.



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**Geographic Origin of Products:**

Telfusion makes no warranty or representation regarding the geographic source or origin of the goods that it offers for sale (the "Goods") or the extent to which the Purchaser may be entitled to any warranty or other support with respect to the Goods from the original manufacturer of the Goods or the holder or any mark or name affixed to the Goods. Purchaser understands that the Goods may have been manufactured originally for sale and/or distribution outside of the United States and/or outside of the geographic market in which Purchaser intends to use the Goods. Purchaser, a sophisticated consumer of telecommunications equipment, understands and recognizes that the Goods may materially differ from similar goods bearing the same or similar marks or names but manufactured originally for sale and/or distribution in the United States and/or the geographic market in which Purchaser intends to use the Goods. Purchaser understands and recognizes that Purchaser may not be entitled to any warranty or other support with respect to the Goods from the original manufacturer of the Goods or the holder of any mark or name affixed to the Goods. Purchaser understands and recognizes that, by installing and/or using the Goods with other goods, Purchaser may void or impair Purchaser's warranty or other support rights with respect to such other goods.

**Prices:**

All prices are subject to availability, and Telfusion, Inc. doesn't guarantee the availability of items posted on the website or provided in quotation by Telfusion staff. Inventories, availability, and pricing may change **DAILY**.

**Payment:**

Payment of invoices are due upon receipt from date of invoice unless otherwise specified by Telfusion, Inc. All invoices unpaid after date due will be subject to a 1.5% service charge **per month**. Customers will be responsible for all costs resulting from overdue payments including attorney fees and other legal costs. Payments are due prior to shipment of the order unless an arrangement has been accepted by Telfusion, Inc.

**Taxes:**

Customer is responsible for payment of all taxes resulting from the purchase and shipment of products from Telfusion, Inc. Taxes are not included on product quotations. All North Carolina orders will be subject to 7% sales tax (7.5% in Mecklenburg County).



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**Shipment:**

All sales are F.O.B. Morrisville, NC 27560. Customer is responsible for all charges resulting from shipment. Shipping charges must be prepaid by the customer to Telfusion, Inc. before the product is sent unless payment terms are accepted. Customer is responsible for products upon receipt of shipment and inspection should be prompt within 24 hours of receipt.

**Return Policy:**

Telfusion, Inc. should be contacted within 48 hours of receipt of product if customer wishes to return product for any reason. A Return Merchandise Authorization Form must be completed and verified within 30 days of invoice date or prior to expiration of warranty period on product purchased (if any). Returns are **only** processed for orders received D.O.A. (Dead On Arrival). A 25% restocking fee may apply to all returns. Under no circumstances will RMA's be processed or warranty honored if warranty period has expired **or** customer has failed to **return** merchandise **WITHIN** the warranty period. Before processing RMA and return, all serial numbers must be inspected and verified and product thoroughly tested.

Last Revision: 8-14-2007

*This information is subject to change without notice.*