

TERMS & CONDITIONS

Dollar Amounts. All dollar amounts are in \$US.

Product Totals. The Product Totals are exclusive of shipping, handling, duties and taxes, which will be added to the final order and purchase amount. Product Totals that are less than \$100.00 will be subject to a \$10.00 Handling Charge.

Sales Tax. ZXTECH is currently only authorized to collect Sales Tax for the State of Texas. We cannot collect Sales Tax for other states at this time. For all shipments with destinations in Texas, ZXTECH will charge Sales Tax unless the Order Form is accompanied with a Texas State Resale Certificate or Texas State Tax Exemption Certificate.

Shipping Method. ZXTECH will ship all products via Ground unless specified otherwise on the order.

Proof of Delivery Signature. ZXTECH will ship all products requiring a Proof of Delivery signature unless this requirement is waived on the order. If the Proof of Delivery signature requirement is waived, the customer assumes all responsibility for the successful receipt of shipments.

Shipping Damage. If products are damaged during shipment, the customer must preserve the state of the products, shipping containers and packing materials so that a claim can be filed against the freight carrier. If products are damaged during shipment, immediately contact ZXTECH Sales & Marketing at (817) 251-6303 to report the damage.

Credit Card Purchases. ZXTECH accepts VISA, MasterCard and American Express. For credit card purchases, the shipping address must match the credit card billing address. If there are problems with products or billing, you MUST contact ZXTECH Sales & Marketing at (817) 251-6303 as soon as possible to resolve any issues BEFORE you refuse any credit card charges. Failure to do so shall entitle ZXTECH to recover any reasonable additional expenses that it might incur.

Open Account Purchases. ZXTECH may extend Open Account status with Net 30 terms to select customers, which shall be in the sole discretion of ZXTECH and subject to its credit approval and continuing review of that approval. For open account purchases, a purchase order must be specified on the Order Form and a copy of the purchase order must be FAXed with the Order Form. ZXTECH assesses Late Payment Charges to past due accounts equal to 2% of the outstanding balance for the account for each 30 days, or fraction thereof, that payment is past due. All funds received for open accounts are always applied first to the oldest outstanding invoices.

International Orders. ZXTECH is not currently setup to routinely handle orders for shipments outside of the US. Customers with substantial international product shipment requirements should contact ZXTECH Sales & Marketing at (817) 251-6303. ZXTECH will try to accommodate them on a case-by-case basis. This may involve supplemental charges and/or special terms and conditions.

Product Returns. Product returns are subject to the approval of ZXTECH. Non-defective products are subject to a 20% Restocking Charge. Products that have been physically damaged or altered cannot be returned. Products that have been misused or subjected to inappropriate use may not be returned. Software products cannot be returned. Customers must obtain a Return Material Authorization (RMA) number before returning any product to ZXTECH so that the shipment can be properly processed when it is received. RMA numbers can be obtained by calling ZXTECH Product Support at (817) 251-6303. The RMA number must be prominently displayed on the outside of the shipping container(s). Products must be shipped insured and freight prepaid at the customer's expense. Original shipping and handling charges will not be refunded.

Product Repairs. ZXTECH provides Warranty and Non-Warranty product repairs. Customers must obtain a Return Material Authorization (RMA) number before shipping products for repair to ZXTECH so that the shipment can be properly processed when it is received. RMA numbers can be obtained by calling ZXTECH Product Support at (817) 251-6303. The RMA number must be prominently displayed on the outside of the shipping container(s). Products must be shipped insured and freight prepaid at the customer's expense. Products sent in for repair will be repaired or replaced with likekind products at ZXTECH's option. For Non-Warranty repairs, ZXTECH may charge a non-refundable Diagnostic Charge to determine whether a product can be repaired and at what cost. If so, payment will be required prior to issuance of an RMA number. When the cost of repairs is known, if any, ZXTECH will contact the customer to arrange for payment of repairs before the repair work will be performed. Following repair, ZXTECH will return the products to the customer insured and freight prepaid at its expense.

Collection of Funds. Should ZXTECH have to undergo any extraordinary measures to collect funds owed to it, it shall be entitled to reimbursement for all reasonable expenses associated with such action, including court costs and attorney's fees.