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# TERMS & CONDITIONS

## **PLEASE READ THESE TERMS AND CONDITIONS OF SALES VERY CAREFULLY**

THESE TERMS AND CONDITIONS CONSTITUTE A BINDING CONTRACT BETWEEN CUSTOMER AND SELLER AND ARE REFERRED TO HEREIN AS EITHER “TERMS AND CONDITIONS” OR THIS “AGREEMENT”. CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS BY MAKING A PURCHASE FROM OR PLACING AN ORDER WITH SELLER OR SHOPPING ON SELLER’S WEBSITE (THE “SITE”) OR OTHERWISE REQUESTING PRODUCTS (THE “PRODUCTS”) OR ENGAGING SELLER TO PERFORM OR PROCURE ANY SERVICES (AS THIS AND ALL CAPITALIZED TERMS ARE DEFINED HEREIN). THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT PRIOR NOTICE, EXCEPT THAT THE TERMS AND CONDITIONS POSTED ON THE SITE AT THE TIME CUSTOMER PLACES AN ORDER OR SIGNS A STATEMENT OF WORK WILL GOVERN THE ORDER IN QUESTION, UNLESS OTHERWISE AGREED IN WRITING BY SELLER AND CUSTOMER.

**IN THIS TERMS AND CONDITIONS ,WE”, “OUR” , “US” ,”SELLER” REFERS TO COMPUDIRECT 3000 INC AND/ OR MK MANAGEMENT INC. “YOU “ REFERS TO CUSTOMER.**

**BY ACCEPTING DELIVERY OF THE PRODUCTS AND SERVICES DESCRIBED IN OUR INVOICE OR ANY OF OUR OTHER DOCUMENTATION, CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE TERMS AND CONDITIONS OF SALE.**

COMPUDIRECT 3000 INC MAY CHANGE THESE TERMS AND CONDITIONS OF USE AT ANY TIME, WITHOUT PRIOR NOTICE. IF YOU ACCESS OR USE THE WEBSITE AFTER WE POST A CHANGE, YOU ACCEPT THAT CHANGE. IF YOU DO NOT ACCEPT THE CHANGE, DO NOT ACCESS OR USE THE WEBSITE OR REQUEST ANYTHING FROM US. YOU SHOULD CHECK THESE TERMS AND CONDITIONS OF USE PERIODICALLY. IT IS EXPRESSLY AFFIRMED BY CUSTOMER THAT IN THE EVENT THERE ARE CONTRADICTORY TERMS AND CONDITIONS ON COMPUDIRECT 3000 INC/ MK MANAGEMENT INC. SUBSEQUENT INVOICES OR

OTHER DOCUMENTATION PROVIDED, THE TERMS INCLUDED IN THIS AGREEMENT ARE A MATERIAL, BARGAINED FOR BENEFIT AND SHALL BE CONTROLLING OVER ANY CONFLICTING PROVISIONS.

THESE TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES, REGARDLESS OF THE LOCATION OF THE CUSTOMER. ANY DISPUTE, ACTION OR LITIGATION MUST BE BROUGHT IN ORANGE COUNTY , CALIFORNIA AND CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN ORANGE COUNTY CALIFORNIA , SUBMITS TO JURISDICTION THERE, AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER HEREBY AGREES THAT SUCH VENUE IS APPROPRIATE AND THAT COMPUDIRECT 3000 INC AND/OR MK MANAGEMENT'S AGREEMENT TO SELL AND DELIVER PRODUCTS TO THE CUSTOMER IS DEPENDENT ON THIS PROVISION.

THESE TERMS AND CONDITIONS MAY NOT BE ALTERED, SUPPLEMENTED, OR AMENDED BY THE USE OF ANY OTHER DOCUMENT(S), EXCEPT AS OTHERWISE NOTED. ANY ATTEMPT TO ALTER, SUPPLEMENTED, OR AMENDED BY THE USE OF ANY OTHER DOCUMENT(S), EXCEPT AS OTHERWISE NOTED. ANY ATTEMPT TO ALTER, SUPPLEMENT OR AMEND THE DOCUMENT OR TO ENTER AN ORDER FOR PRODUCT(S) OR SERVICES THAT ARE SUBJECT TO ADDITIONAL OR ALTERED TERMS AND CONDITIONS WILL BE NULL AND VOID, UNLESS OTHERWISE AGREED TO IN A WRITTEN AGREEMENT SIGNED BY BOTH CUSTOMER AND COMPUDIRECT 3000.

## **PRICING AND PAYMENT**

PRICES ARE LISTED IN OUR WEB SITE, AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. PRICES FOR CERTAIN GOVERNMENT, CORPORATE, AND INSTITUTIONAL CUSTOMERS MAY BE SET FORTH IN A BID OR OTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. PAYMENT IS DUE BEFORE SHIPMENT, UNLESS CREDIT TERMS HAVE BEEN ARRANGED IN ADVANCE WITH OUR CREDIT DEPARTMENT. IN SUCH CASE, PAYMENT TERMS SHALL BE AS SET FORTH IN THE CREDIT AGREEMENT.

PAYMENT TERMS: ALL ORDERS, QUOTES, INTEREST AND TERMS OF PAYMENT ARE WITHIN OUR SOLE DISCRETION, AND UNLESS OTHERWISE AGREED TO BY SELLER. PAYMENT MUST BE MADE RECEIVED BY SELLER PRIOR TO SELLER'S ACCEPTANCE OF AN ORDER. PAYMENT FOR THE PRODUCTS AND SERVICES WILL BE MADE BY CREDIT CARD, C.O.D., WIRE TRANSFER, OR OTHER PREARRANGED PAYMENT METHOD UNLESS CREDIT TERMS HAVE BEEN AGREED BY COMPUDIRECT 3000 INC. INVOICES ARE DUE AND PAYABLE WITHIN THE TIME PERIOD NOTED ON OUR INVOICE, MEASURED FROM THE DATE OF THE INVOICE. CUSTOMER EXPRESSLY AGREES THAT UPON FAILURE TO TIMELY MAKE PAYMENT AS PER TERMS AND CONDITIONS OF PURCHASE, THEN ANY

AND ALL RECEIVER(S) OF PURCHASED GOODS IN CHAIN OF PURCHASE AUTHORIZED BY CUSTOMER OR OTHERWISE, WOULD BE HELD LIABLE AND RESPONSIBLE FOR ALL UNPAID BALANCE(S) AND INTERESTS DUE TO COMPUDIRECT3000 INC.FOR CUSTOMER'S PURCHASED GOODS. WE MAY INVOICE PARTS OF AN ORDER SEPARATELY. ORDERS ARE NOT BINDING UPON COMPUDIRECT 3000 UNTIL ACCEPTED BY COMPUDIRECT 3000. ANY QUOTATION GIVEN BY COMPUDIRECT 3000 WILL BE VALID FOR THE PERIOD STATE ON THE QUOTATION, OTHERWISE ALL QUOTATIONS ARE EXPIRED 24 HOURS FROM THEIR SUBMISSION. CUSTOMER AGREES TO PAY INTEREST ON ALL PAST-DUE SUMS AT THE HIGHEST RATE ALLOWED BY LAW.

CUSTOMER IS RESPONSIBLE FOR A MONTHLY LATE CHARGE EQUAL TO \$29 OR 1.5% OF THE OUTSTANDING BALANCE, WHICHEVER IS HIGHER. CUSTOMER SHALL BE RESPONSIBLE FOR ALL COLLECTION FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COST.

### **TAX AND OTHER CHARGES**

WE COLLECT SALES AND USE TAXES FOR SALES SHIPPED TO THE STATE OF CALIFORNIA UNLESS CUSTOMER PROVIDES COMPUDIRECT 3000 WITH A VALID AND CORRECT APPLICABLE TAX EXEMPTION CERTIFICATE APPLICABLE TO THE PRODUCT SHIP-TO LOCATION PRIOR TO OUR ACCEPTANCE OF THE ORDER. ADDITIONAL STATES MAY BE ADDED WITHOUT NOTICE. WE SHALL NOT BE LIABLE FOR HANDLING OR CUSTOMS CHARGES FOR SHIPMENTS OUTSIDE THE UNITED STATES. WE MAY HAVE SEPARATE CHARGES FOR SHIPPING, HANDLING & RECYCLING FEE(S) SHOWN ON OUR INVOICE(S).

### **SERVICE & LIMITATION OF LIABILITY**

IN ORDER TO COMPLETE THE REPAIR ON A COMPUTER, IT MAYBE NECESSARY TO REMOVE AND/OR REPLACE THE HARD DRIVE ALTHOUGH UNRELATED TO YOUR REPORTED ISSUE. COMPUDIRECT 3000 AND ITS AGENTS ARE NOT RESPONSIBLE FOR THE LOSS OF DATA OR FILE. COMPUDIRECT 3000 AND/OR ITS AGENTS ARE NOT RESPONSIBLE FOR, AND RESERVE THE RIGHT TO REMOVE ANY NONE COMPATIBLE HARDWARE OR SOFTWARE FROM A SYSTEM. IT IS OUR RECOMMENDATION TO HAVE A VALID AND TESTED BACKUP BEFORE LEAVING A COMPUTER FOR REPAIR. NON-WARRANTY SERVICE IS SUBJECT TO A NONE REFUNDABLE DIAGNOSTIC CHARGE. ALL WARRANTY EXCEPTIONS GRANTED BY COMPUDIRECT 3000 AND/OR THE ORIGINAL MANUFACTURER ARE VALID FOR 10 DAYS FROM THEIR ISSUE. ALL PARTS PURCHASED FOR NON-WARRANTY REPAIRS CARRY A 30 DAY WARRANTY PARTS-ONLY WARRANTY.

COMPUDIRECT 3000 SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SERVICE PRODUCT(S) OF THE CUSTOMER OF THE PRODUCT INCLUDING, BUT NOT LIMITED TO: DAMAGE FOR LOST

PROFITS, LOSS OF USE, LOST DATA, OR FOR ANY DAMAGES OR SUMS PAID BY CUSTOMER TO THIRD PARTIES, EVEN IF COMPUDIRECT 3000 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FORGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE AGREED.

COMPUDIRECT 3000 IS NOT RESPONSIBLE FOR ITEM(S) LEFT AFTER 60 DAYS, UNLESS SPECIFIED OTHERWISE. THE FAILURE TO COLLECT THE ITEM(S) WITHIN 60 DAYS, THE CUSTOMER'S ITEM(S) WILL BE RECYCLED AND WILL BE ISSUED NO CREDIT FOR THOSE ITEMS(S).

### **RISK OF LOSS**

IF CUSTOMER PROVIDES SELLER WITH CUSTOMER'S CARRIER ACCOUNT NUMBER OR SELECTS A CARRIER OTHER THAN A CARRIER THAT REGULARLY SHIPS FOR SELLER, TITLE TO PRODUCTS AND RISK OF LOSS OR DAMAGE DURING SHIPMENT PASS FROM SELLER TO CUSTOMER UPON DELIVERY TO THE CARRIER (F.O.B. ORIGIN, FREIGHT COLLECT). FOR ALL OTHER SHIPMENTS, TITLE TO PRODUCTS AND RISK OF LOSS OR DAMAGE DURING SHIPMENT PASS FROM SELLER TO CUSTOMER UPON DELIVERY TO THE SPECIFIED DESTINATION (F.O.B. DESTINATION, FREIGHT PREPAID AND ADDED). NOTWITHSTANDING THE FOREGOING, TITLE TO SOFTWARE WILL REMAIN WITH THE APPLICABLE LICENSOR(S), AND CUSTOMER'S RIGHTS THEREIN ARE CONTAINED IN THE LICENSE AGREEMENT BETWEEN SUCH LICENSOR(S) AND CUSTOMER. A PURCHASE MONEY SECURITY INTEREST IS RETAINED IN THE PRODUCTS TO SECURE PAYMENT IN FULL. CUSTOMER AUTHORIZES SELLER TO FILE A FINANCING STATEMENT REFLECTING SUCH SECURITY INTEREST, AND, IF REQUESTED, CUSTOMER WILL RECORD SUCH PURCHASE MONEY SECURITY INTEREST ON ITS BOOKS.

### **LIMITED MANUFACTURER'S WARRANTY**

CUSTOMER UNDERSTANDS THAT WE ARE NOT THE MANUFACTURER OF THE PRODUCTS PURCHASED BY CUSTOMER HEREUNDER AND THE ONLY WARRANTIES OFFERED ARE THOSE OF THE MANUFACTURER, NOT US. IN PURCHASING THE PRODUCTS, CUSTOMER IS RELYING ON THE MANUFACTURER'S SPECIFICATIONS ONLY AND IS NOT RELYING ON ANY STATEMENTS, SPECIFICATIONS IN BROCHURES, PHOTOGRAPHS OR OTHER ILLUSTRATIONS REPRESENTING THE PRODUCTS THAT MAY BE PROVIDED BY US. IN CONNECTION WITH SERVICES, NEITHER AFFILIATE OF US NOR THIRD PARTY SERVICE PROVIDERS ARE OUR AGENTS AND WE HAVE NO OBLIGATION OR LIABILITY ARISING FROM ANY SERVICES PERFORMED BY OR ANY WARRANTY. IF

ANY, MADE BY, SUCH SERVICE PROVIDERS. WE DO NOT WARRANT THE PERFORMANCE OR INTEGRITY OF ANY PRODUCT, BUT MERELY PASS THROUGH TO THE CUSTOMER WHATEVER END-USER WARRANTY THE MANUFACTURERS OR SOFTWARE PUBLISHERS PROVIDE WITH THEIR RESPECTIVE PRODUCTS.

SELLER WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES, WE ARE NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE(S) UNDER THIS AGREEMENT.

COMPUDIRECT 3000 SHALL HAVE NO LIABILITY TO ANYONE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR ANY OTHER LIABILITY, INCLUDING LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. WE WILL NOT BE LIABLE FOR PRODUCTS OR SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED.

ALL MERCHANDISE IS SOLD AS IS. UNLESS OTHERWISE NOTED ON THE INVOICE, WE MAKES NO WARRANTY AS TO THE PERFORMANCE OF ANY MERCHANDISE SOLD. SELLER IS NOT RESPONSIBLE FOR SYSTEM DOWNTIME, LOST DATA, ETC. & DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY PRODUCT SOLD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED, OR THAT ITS WEB SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF ANY PRODUCT PURCHASED IN TERMS OF ITS COMPATIBILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. THIS DISCLAIMER BY SELLER IN NO WAY AFFECTS THE TERMS OF A MANUFACTURER'S WARRANTY, IF ANY.

STATEMENTS MADE TO YOU IN THE COURSE OF ANY PRIOR, CURRENT, OR FUTURE SALE ARE SUBJECT TO THE YEAR 2000 INFORMATION AND READINESS DISCLOSURE ACT, (\_\_\_U.S. C.\_\_\_) (P.L. 105-271). IN THE CASE OF A DISPUTE, THIS ACT MAY REDUCE YOUR LEGAL RIGHTS REGARDING THE USE OF ANY SUCH STATEMENTS, UNLESS OTHERWISE SPECIFIED BY YOUR CONTRACT OR TARIFF.

WE HAVE NO CONTROL OVER THE TECHNOLOGY OF THE PRODUCTS SOLD HEREIN, AND THEREFORE CANNOT AND DOES NOT INDEMNIFY CUSTOMER FOR CLAIMS BY THIRD PARTIES THAT PRODUCTS INFRINGE ANY PATENT, COPYRIGHT, TRADEMARK OR

TRADE SECRET. WE WILL PASS THROUGH ANY SUCH INDEMNITY IT RECEIVES FROM THE PRODUCT MANUFACTURER OR SUPPLIER.

### **LIMITATION OF LIABILITY OF WEB SITE USE**

UNDER NO CIRCUMSTANCES WILL SELLER OR ITS AFFILIATES HAVE ANY LIABILITY WITH RESPECT TO ANY CLAIMS OR DAMAGES (WHETHER DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE) AS A RESULT OF YOUR ACCESS OR USE OF (OR INABILITY TO ACCESS OR USE) THIS WEBSITE OR ITS CONTENT, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACCESS AND USE THIS WEBSITE AT YOUR OWN RISK.

### **INFORMATION; AVAILABILITY; ERRORS AND OMISSIONS DISCLAIMER**

ALL PRICING IS SUBJECT TO CHANGE. WE RESERVE THE RIGHT TO MAKE ADJUSTMENTS TO PRICING, PRODUCTS AND SERVICE OFFERINGS FOR REASONS INCLUDING, BUT NOT LIMITED TO, CHANGING MARKET CONDITIONS, PRODUCT DISCONTINUATION, PRODUCT UNAVAILABILITY, MANUFACTURER PRICE CHANGES AND ERRORS IN ADVERTISEMENTS. ALL ORDERS ARE SUBJECT TO PRODUCT AVAILABILITY. THEREFORE, WE CANNOT GUARANTEE THAT IT WILL BE ABLE TO FULFILL CUSTOMER'S ORDERS.

WE MAKE EVERY EFFORT TO ENSURE THE ACCURACY OF THE INFORMATION PUBLISHED ON OUR WEB SITE(S) OR ANY OF QUOTATIONS AND INVOICES. HOWEVER, THE DOCUMENTS AND GRAPHICS PUBLISHED ON THIS SITE OR MENTIONED DOCUMENTATIONS MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION AND GRAPHICS PRESENTED ON THIS SITE OR MENTIONED DOCUMENTATION. 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, WE 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, WE SHALL IMMEDIATELY ISSUE A CREDIT IN THE AMOUNT OF THE INCORRECT PRICE. NOTE: WE ALSO DO NOT GUARANTEE THAT OUR PRICES LISTED ON OTHER WEB SITES OR PRICE ENGINES ARE ACCURATE OR UP-TO-DATE.

### **DOA RETURN POLICIES AND PROCEDURE**

DUE TO POLICIES AND RESTRICTIONS, ALL SALES ARE FINAL AND PURCHASED PRODUCTS MAY NOT BE RETURNED TO SELLER FOR EXCHANGE, REPLACEMENT OR CREDIT UNDER ANY CIRCUMSTANCE.

DEFECTIVE PRODUCTS, PRODUCTS, WILL BE ACCEPTED FOR REPAIR OR EXCHANGE AT COMPUTODIRECT 3000'S DISCRETION, WITHIN 7 DAYS FROM THE INVOICE DATE. COMPUTODIRECT 3000'S TECHNICAL SUPPORT DEPARTMENT PRIOR TO ISSUING A RETURN AUTHORIZATION MUST DEEM A PRODUCT DEFECTIVE. MANUFACTURER RESTRICTIONS DO APPLY AND ARE OUTLINED IN COMPUTODIRECT 3000'S RETURN POLICY. TERMS OF THE MANUFACTURER'S WARRANTY APPLY FROM DAY ONE.

CUSTOMER SHALL CALL 949-581-3036 OR E-MAIL SALES@CD3K.COM, OBTAIN A RETURN AUTHORIZATION (RA) NUMBER BEFORE SHIPPING THE PRODUCT. CUSTOMER SHALL HAVE THE FOLLOWING INFORMATION ON HAND WHEN CALLING FOR AN RA NUMBER: CUSTOMER NAME, INVOICE/ORDER NUMBER, ITEM NUMBER AND SERIAL NUMBER (IF APPLICABLE), AND NATURE OF THE PROBLEM. CUSTOMER'S RA NUMBER(S) MUST APPEAR CLEARLY ON THE SHIPPING LABEL ON THE OUTSIDE OF THE RETURN SHIPMENT. CUSTOMER SHALL NOT MARK THE BOX ITSELF IN ANY OTHER WAY.

COMPUTODIRECT 3000 IS NOT RESPONSIBLE FOR LOST OR STOLEN PACKAGES. ALL AUTHORIZED RETURNS MUST INCLUDE A SHIPMENT TRACKING NUMBER. CUSTOMER IS RESPONSIBLE FOR SHIPPING CHARGES ON ALL RETURNED ITEMS. ALL RETURNS MUST BE 100% COMPLETE, IN ORIGINAL AND RESALABLE CONDITION, WITH ALL ORIGINAL BOXES AND PACKING MATERIALS, HAVE ORIGINAL UPC CODES ON THE MANUFACTURER BOXES, CONTAIN ALL MANUALS, REGISTRATION CARD(S), SOFTWARE, BLANK WARRANTY CARDS, CABLING AND OTHER ACCESSORIES AND DOCUMENTATION. COMPUTODIRECT 3000 RESERVES THE RIGHT TO REFUSE A RETURN ON ANY PRODUCT THAT DOES NOT MEET THESE REQUIREMENTS. COMPUTODIRECT 3000 STRONGLY RECOMMENDS THAT CUSTOMER FULLY INSURE THE RETURN SHIPMENT IN CASE IT IS LOST OR DAMAGED AND USE A CARRIER THAT CAN PROVIDE IT WITH PROOF OF DELIVERY FOR CUSTOMER'S PROTECTION.

## **DAMAGED SHIPMENTS**

ALL PACKAGES SHIPPED FROM US ARE INSPECTED PRIOR TO SHIPMENT. HOWEVER, FROM TIME TO TIME, DAMAGE DURING SHIPPING MAY OCCUR. IN CASE PACKAGES ARE OBVIOUSLY DAMAGED, ANY DAMAGE SHOULD BE NOTED ON THE CARRIER DELIVERY RECORD PRIOR TO THE DRIVER LEAVING YOUR PREMISES. ANY HIDDEN OR INTERNAL DAMAGE TO ANY PRODUCT MUST BE REPORTED TO CUSTOMER SERVICE AT 1-949-581 3036 IMMEDIATELY NO LATER THAN IN THE FIRST 3 DAYS OF RECEIPT ENABLE US TO FILE A DAMAGE CLAIM.

CUSTOMER SHALL SAVE THE MERCHANDISE IN THE ORIGINAL BOX AND PACKING IT ARRIVED IN, IN CASE THE CUSTOMER FAIL TO NOTIFY SELLER DAMAGED GOODS WITHIN THE FIRST 3 DAYS OF ARRIVAL, COMPUTODIRECT 3000'S REGULAR RETURN POLICY WILL

OVERRIDE ANY CLAIM OF DAMAGE, AND WILL FALL UNDER ALL CURRENT MANUFACTURER RESTRICTIONS.

## **DISPUTE RESOLUTION**

THE PARTIES WILL ATTEMPT TO RESOLVE ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE) AGAINST COMPUDIRECT 3000, ITS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS OR AFFILIATES (COLLECTIVELY FOR PURPOSES OF THIS PARAGRAPH "COMPUDIRECT 3000 ") ARISING OUT OF THIS AGREEMENT, COMPUDIRECT 3000 'S ADVERTISING, OR ANY RELATED PURCHASE (A "DISPUTE") THROUGH WILL BE REFERRED TO MEDIATION BEFORE, AND AS A CONDITION PRECEDENT TO, THE INITIATION OF ANY ADJUDICATIVE ACTION OR PROCEEDING, INCLUDING ARBITRATION. THE MEDIATION WILL BE HELD IN COUNTY OF ORANGE, STATE OF CALIFORNIA. EITHER PARTY MAY DEMAND MEDIATION IN WRITING, SERVING ON THE OTHER PARTY A STATEMENT OF THE DISPUTE, CONTROVERSY, OR CLAIM, AND THE FACTS RELATING TO IT, IN REASONABLE DETAIL.

FURTHERMORE, IF WITHIN THIRTY (30) DAYS AFTER SUCH DEMAND, THE PARTIES HAVE NOT AGREED UPON A MEDIATOR AND COMMENCED MEDIATION, THE MATTER WILL BE REFERRED TO ARBITRATION AS EXPLAINED BELOW. FURTHERMORE, IF, WITHIN FORTY-FIVE (45) DAYS AFTER SUCH DEMAND THE MATTER HAS NOT BEEN RESOLVED TO THE SATISFACTION OF BOTH PARTIES, THEN THE MATTER WILL BE REFERRED TO ARBITRATION AS FOLLOWS: THE ARBITRATION WILL BE HELD IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, BEFORE A PANEL OF THREE ARBITRATORS. EITHER PARTY MAY DEMAND ARBITRATION IN WRITING, SERVING ON THE OTHER PARTY A STATEMENT OF THE DISPUTE, CONTROVERSY, OR CLAIM, AND THE FACTS RELATING TO IT, IN REASONABLE DETAIL, AND THE ARBITRATOR NOMINATED BY THAT PARTY. WITHIN THIRTY (30) DAYS AFTER SUCH DEMAND, THE OTHER PARTY WILL NAME ITS ARBITRATOR, AND THE TWO ARBITRATORS NAMED BY THE PARTIES WILL, WITHIN TEN (10) DAYS, SELECT A THIRD ARBITRATOR.

THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"), EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE. HOWEVER, THE ARBITRATION WILL BE ADMINISTERED BY ANY ORGANIZATION MUTUALLY AGREED UPON BY THE PARTIES. IF THE PARTIES ARE UNABLE TO AGREE UPON THE ORGANIZATION TO ADMINISTER THE ARBITRATION, IT WILL BE ADMINISTERED BY THE AAA. THE ARBITRATORS MAY NOT AMEND OR DISREGARD ANY PROVISION OF THIS SECTION. THE EXPENSES OF ARBITRATION SHALL BE BORNE BY THE PARTY AGAINST WHOM THE DECISION IS RENDERED OR APPORTIONED IN ACCORDANCE WITH THE DECISION OF THE ARBITRATORS IF THERE IS A COMPROMISE DECISION. JUDGMENT UPON ANY AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. INDEMNIFICATION CUSTOMER WILL INDEMNIFY,



DEFEND, AND HOLD COMPUDIRECT 3000 FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS AND ACTIONS AND EXPENSES FROM BREACH OF CUSTOMER'S CONTRACTUAL AGREEMENT WITH ANY THIRD PARTY AS THE RESULT OF BUYER'S PURCHASE OF MERCHANDISE FROM COMPUDIRECT 3000.

### **ELECTRONIC EQUIPMENT RECYCLING**

IN CALIFORNIA FOR EACH LCD DEPENDING ON THE SIZE, THERE IS A RECYCLING FEE UPON PURCHASE .FOR MORE INFO PLEASE CHECK THE FOLLOWING.

[HTTP://WWW.BOE.CA.GOV/SPTAXPROG/EWASTE.HTM](http://WWW.BOE.CA.GOV/SPTAXPROG/EWASTE.HTM)

### **EXPORT RESTRICTIONS/LEGAL COMPLIANCE**

SALES OF OUR PRODUCTS MUST FOLLOW THE EXPORT ADMINISTRATION REGULATIONS OF THE U.S. COMMERCE DEPARTMENT AND APPLICABLE STATE DEPARTMENT RESTRICTIONS. CERTAIN HARDWARE PRODUCTS MAY NOT BE EXPORTED TO CERTAIN COUNTRIES, OR MAY BE EXPORTED ONLY WITH INDIVIDUAL LICENSES; AND SOFTWARE THAT CONTAINS DES DATA AND/OR ENCRYPTION TECHNOLOGY MAY NOT BE EXPORTED OUTSIDE THE U.S.

IF A TRANSACTION INVOLVES AN EXPORT UNDER THE EXPORT ADMINISTRATION REGULATIONS, THE COMMODITIES, TECHNOLOGY AND/OR SOFTWARE SOLD OR DISTRIBUTED UNDER THESE TERMS AND CONDITIONS OF SALE EXPORTED FROM THE UNITED STATES WILL BE IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVERSION, USE, EXPORT OR RE-EXPORT CONTRARY TO UNITED STATES LAWS AND REGULATIONS IS STRICTLY PROHIBITED.

THE CUSTOMER, UNDER THE PENALTY OF PERJURY, HEREBY GIVES CONFIRMATION TO COMPUDIRECT 3000 INC. THAT IN THE PAST OR IN THE FUTURE HAD NOT AND/OR WON'T HAVE ANY DIRECT OR INDIRECT RELATION OR INVOLVEMENT WITH ANY OF THE PERSONS AND/OR ENTITIES IDENTIFIED AND LISTED UNDER THE UNITED STATES OF AMERICA, BUREAU OF INDUSTRY AND SECURITY, DEPARTMENT OF COMMERCE'S "GENERAL ORDER 3 TO PART 736 OF US EXPORT ADMINISTRATION AND REGULATIONS," INCLUDING BUT NOT LIMITED TO MAYROW GENERAL TRADING OR ENTITIES LOCATED IN DUBAI, UNITED ARAB EMIRATES OR GERMANY AND ACTING IN ANY CAPACITY INCLUDING PURCHASER, INTERMEDIATE CONSIGNEE, ULTIMATE CONSIGNEE OR THE END USER OF THE ITEMS.

THE CUSTOMER CONFIRMS THAT THEY HAVE FULLY, COMPLETELY, AND COMPETENTLY READ, UNDERSTOOD, AND ACCEPTED THE FOLLOWING TERM OF COMPUDIRECT 3000 INC. EXPORT RESTRICTIONS/LEGAL COMPLIANCE AS FOLLOWS:

THE COMMODITIES, TECHNOLOGY AND/OR SOFTWARE SOLD OR DISTRIBUTED UNDER THESE TERMS AND CONDITIONS OF SALE MAY NOT BE EXPORTED OR RE-EXPORTED IN VIOLATION OF ANY OTHER APPLICABLE LAWS OR REGULATIONS. CUSTOMER MAY NOT ACCESS, DOWNLOAD, USE OR EXPORT THE SITE, OR THE CONTENT, SOFTWARE, PRODUCTS OR SERVICES PROVIDED ON THE SITE IN VIOLATION OF U.S. EXPORT LAWS OR REGULATIONS, OR IN VIOLATION OF ANY OTHER APPLICABLE LAWS OR REGULATIONS. CUSTOMER AGREES TO COMPLY WITH ALL EXPORT LAWS AND RESTRICTIONS AND REGULATIONS OF ANY UNITED STATES OR FOREIGN AGENCY OR AUTHORITY, AND NOT TO DIRECTLY OR INDIRECTLY PROVIDE OR OTHERWISE MAKE AVAILABLE THE COMMODITIES, TECHNOLOGY AND/OR SOFTWARE SOLD OR DISTRIBUTED UNDER THESE TERMS AND CONDITIONS OF SALE OF COMPUDIRECT 3000 IN VIOLATION OF ANY SUCH RESTRICTIONS, LAWS OR REGULATIONS, OR WITHOUT ALL NECESSARY APPROVALS, INCLUDING, WITHOUT LIMITATION, FOR THE DEVELOPMENT, DESIGN, MANUFACTURE OR PRODUCTION OF NUCLEAR, CHEMICAL OR BIOLOGICAL WEAPONS OF MASS DESTRUCTION. AS APPLICABLE, CUSTOMER SHALL OBTAIN AND BEAR ALL EXPENSES RELATING TO ANY NECESSARY LICENSES AND/OR EXEMPTIONS WITH RESPECT TO ITS OWN USE OF THE COMMODITIES, TECHNOLOGY AND/OR SOFTWARE SOLD OR DISTRIBUTED UNDER THESE TERMS AND CONDITIONS OF SALE OF COMPUDIRECT 3000 OUTSIDE THE U.S. NEITHER THE COMMODITIES, TECHNOLOGY AND/OR SOFTWARE SOLD OR DISTRIBUTED UNDER THESE TERMS AND CONDITIONS OF SALE OF COMPUDIRECT 3000 NOR THE UNDERLYING INFORMATION OR TECHNOLOGY MAY BE USED OR OTHERWISE PROVIDED OR MADE AVAILABLE, EITHER DIRECTLY OR INDIRECTLY, (I) INTO CUBA, IRAN, IRAQ, LIBYA, NORTH KOREA, SUDAN, SYRIA OR ANY OTHER COUNTRY SUBJECT TO U.S. TRADE SANCTIONS, TO INDIVIDUALS OR ENTITIES CONTROLLED BY SUCH COUNTRIES, OR TO NATIONALS OR RESIDENTS OF SUCH COUNTRIES OTHER THAN NATIONALS WHO ARE LAWFULLY ADMITTED PERMANENT RESIDENTS OF COUNTRIES NOT SUBJECT TO SUCH SANCTIONS; OR (II) TO ANYONE ON THE U.S. TREASURY DEPARTMENT AND/OR U.S. DEPARTMENT OF COMMERCE'S LIST OF DENIED PERSON LIST, ENTITY LIST, SPECIALLY DESIGNATED NATIONALS LIST, DEBARRED LIST, AND NONPROLIFERATION SANCTIONS, AND/OR ANY OTHER LIST SPECIFIED, IDENTIFIED, AND OR OUTLINED BY SAID DEPARTMENTS OR ANY OTHER U.S. GOVERNMENT DEPARTMENTS.

BY AGREEING TO THESE TERMS AND CONDITIONS OF USE, CUSTOMER AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER THE CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

## **ENTIRE AGREEMENT**

THESE TERMS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CUSTOMER AND SELLER RELATING TO THE SALE OF PRODUCTS AND SERVICES ON THE SITE. CUSTOMER CONSENTS TO RECEIVING ELECTRONIC RECORDS, WHICH MAY BE PROVIDED VIA A WEB BROWSER OR E-MAIL APPLICATION CONNECTED TO THE INTERNET; INDIVIDUAL CONSUMERS MAY WITHDRAW CONSENT TO RECEIVING ELECTRONIC RECORDS OR HAVE THE RECORD PROVIDED IN NON-ELECTRONIC FORM BY CONTACTING US AT THE ADDRESS PROVIDED BELOW. CUSTOMER MAY ISSUE A PURCHASE ORDER FOR ADMINISTRATIVE PURPOSES ONLY. ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY SUCH PURCHASE ORDER WILL BE NULL AND VOID. CUSTOMER AGREES THAT THE TERMS CONTAINED HEREIN AND IN OUR INVOICE OR OTHER DOCUMENTATION WILL CONTROL. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THESE TERMS OR ANY PURCHASE ORDER OR INVOICE RELATED THERETO. THIS SECTION MAY NOT APPLY IF THERE IS A WRITTEN CONTRACT BETWEEN CUSTOMER AND SELLER.

IN THE EVENT ANY SECTION OR PORTION OF A SECTION OF THESE TERMS ARE DEEMED UNLAWFUL OR UNENFORCEABLE, THAT SECTION OR PORTION OF A SECTION SHALL BE STRICKEN FROM THE TERMS, AND THE REMAINING TERMS SHALL CONTINUE IN FULL FORCE AND EFFECT.

**Trusted Technology Solutions Provider since 1997**



9710 Research Dr Irvine, ca 92618



**TEL :** 949-581-3036

**FAX :** 949-581-3046



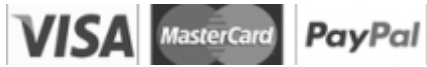
[sales@cd3k.com](mailto:sales@cd3k.com)



## Business Hours

**Mon-Fri** : 9:00am - 5:00pm

**Sat-Sun** : Closed



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