

TERMS & CONDITIONS

PRICES

Orders are shipped at lower of current or quoted prices. Prices are stated in US dollars and are subject to change without notice. We reserve the right to correct typographical errors. We may accept or reject any order in our sole discretion.

SHIPPING AND OTHER CHARGES

Shipping charges are prepaid by us and added to your invoice. Sales taxes are charged as required by law. Any customs, duties, tariffs or other taxes or fees associated with exporting or importing the FacetPhone system are paid by you.

SHIPMENT

Unless you indicate a preference, we and our suppliers will ship "best way."

Unless special arrangements are made, ownership of the FacetPhone system hardware components and risk of damage/loss passes to you when the carrier picks them up from us or our suppliers, and you are responsible for filing any claims for damage or loss. If an item is received with damage, it is very important for you to note "Damaged Freight" on the carrier's bill before signing it. Failure to note damage on the bill may result in the carrier denying the claim. If the carrier is UPS or FedEx, notify us of any damage within twenty-four (24) hours of receipt and we will file the claim for you. Accepting partial shipments and refusing damaged cartons does not relieve you from risk of damage/loss. Shipments may be insured at your request and cost.

CREDIT AND PAYMENT TERMS

Payment is ordinarily due fifty percent (50%) upon our acceptance of this order and the remainder is due in full on completion of installation, although we reserve the right to require full payment upon order acceptance depending upon credit rating. We accept certified checks and may accept company checks depending upon credit rating. COD shipments will be payable by certified check unless prior arrangements have been approved. Prepayment may be required for specially ordered (custom) components.

LICENSES AND WARRANTIES

Facet Corp.'s limited FacetPhone software license and limited warranty are set forth in the current FacetPhone Limited Software License and Limited Warranty Agreement, which is incorporated by this reference. Your license to use third-party software included in the FacetPhone system is subject to the terms and conditions imposed by the software manufacturer. You are also entitled to the benefit of any warranties provided by third-party manufacturers of hardware or software included as part of your FacetPhone System.

APPLICATION

By placing this order with us you have agreed to these terms and conditions regarding it and any subsequent orders, and no modifications or other terms are binding on us without our prior written approval. Texas law applies.

Accepted by:

(Customer Name)

Accepted by:
Facet Corp. _____

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Type or Print)

Name: _____
(Type or Print)

Title: _____

Title: _____

Date: _____

Date: _____