

Terms & Conditions

References to QDI Distributors hereinafter refer to QDI, its affiliates and its subsidiaries.

Placing an order constitutes acceptance of QDI Distributors' most current Terms and Conditions of sale stated herein or as published on QDI Distributors' Web site, www.QDIWIRELESS.COM at the time of sale ("QDI Distributors' Standard Terms and Conditions"). QDI Distributors' Standard Terms and Conditions may be amended or changed from time to time without notice. QDI Distributors specifically rejects and Customer disclaims all terms and conditions communicated by Customer or found in any Customer documents. Unless agreed upon in writing by authorized representatives of QDI Distributors and Customer, any terms and conditions, regardless of author or ownership, inconsistent, different from or in addition to the provisions of this Agreement will be deemed null and void and QDI Distributors' Standard Terms and Conditions will prevail.

SALES TERMS

WHOLESALE ONLY. Unless Customer provides QDI Distributors with a valid and applicable exemption certificate, Customer agrees to collect and remit payment of all sales, use, excise or similar taxes levied or based upon its use or purchase of Products and assessed by local, state or federal taxing authority. If it is determined by a tax authority that Customer should have been paying taxes on purchases from QDI Distributors and was not doing so, Customer will be responsible for and will pay all taxes and will be responsible for all interest, levies and penalties. Notwithstanding the foregoing, Parties will be individually responsible for employment taxes of its own employees and taxes based on income. Shipments, including first-time orders, cannot be released until Customer provides the following:

1. A Sales Tax Resale Number indicating exempt status.
2. A Federal Identification Number.
3. Verification that all merchandise will be sold with the intention of resale by Customer.
4. A completed and signed new account credit application.
5. A valid sales tax resale certificate or a signed Multi-State Sales Tax Exemption and Resale Certificate.
6. Verification and validation that Customer's business is an industry-related business in good standing.
7. A completed Credit Card Authorization form (if Customer's payment terms requires).
8. Local registration documentation (International accounts).

Subject to the freight carrier's pickup availability, QDI Distributors uses its best efforts to ship same-day those orders received by 2:00pm ARIZONA TIME. Exclusions from same-day shipping by 2:00pm ARIZONA TIME could include, but are not limited to:

1. Out of Stock product
2. Special orders
3. Shipments using an LTL service
4. Dropship orders
5. Fulfillment orders

QDI Distributors' sales of any Product(s) which may be considered or classified as a personal defense product(s) or as weaponry, (including, but not limited to the product commonly referred to as "Pepper Spray") are done so under the following conditions:

1. QDI Distributors is not responsible for knowing, nor does QDI Distributors make representations, interpretations or assumptions as to which Products will be classified by federal, state or local agencies, governments or the similar as personal defense or weapons;
2. Customers are responsible for knowing, understanding and applying any and all federal, state, city or local laws, regulations, codes or the similar as related to the resale of these Products;
3. QDI Distributors EXPRESSLY DISCLAIMS any responsibility to provide Customer with notice of, or to provide Customer with knowledge about, any possible restrictions on Customer's resale of these Products; and,
4. QDI Distributors' sales of these Products are done so for wholesale resale purpose only. Use of Products is AT Customer's OWN RISK. QDI Distributors assumes no responsibility for use of any Product supplied.

Customer is granted a revocable, non-assignable, non-transferable, non-exclusive, royalty free right to use trademarks, logos or other similar designations and artwork ("Media Content") solely in connection with advertisement, promotion, distribution and sale of Products to the extent the right to use Media Content has been provided by the supplier/manufacturer of the Product(s) ("Vendor"). ALL MEDIA CONTENT IS PROVIDED AS-IS. Customer will indemnify QDI Distributors for its use, or misuse, of Media Content pursuant to the indemnity obligations of these Terms and Conditions.

From time to time, some Vendors require authorization for Customer to offer Vendor's Products or may prohibit certain Products from being sold on the Internet. QDI Distributors occasionally posts reseller agreements, applications and minimum advertised price (MAP) policies for Customer's review and application at www.QDI Distributors.com. QDI Distributors will inform Customer if Customer must remove a Product or Product line from Customer's Web site(s). Customer agrees to immediately honor QDI Distributors' request. Failure to honor QDI Distributors' request may, at QDI Distributors' sole discretion, result in immediate legal action and/or closure of Customer's Accounts Receivable Account with QDI Distributors, including the cessation of all shipments in process.

SPECIAL ORDERS

If Customer requests a non-stock Product, such request must be made in writing via the Special Order Merchandise Agreement, accompanied by a fifty percent (50%) deposit, paid by Customer's pre-approved credit card. Upon receipt of such funds, QDI Distributors will place the order with the Vendor. Upon shipment of the Product(s), the remaining charges, including the remainder of the Product(s) cost, freight, handling fees, etc. will be charged to Customer's credit card or will be sent out COD with the requirement of a money order/certified funds check due upon delivery. Customer will be responsible for all charges and fees as a result of Customer's refusal of shipment or failure to pay at time of delivery.

Special orders are not eligible for returns or cancellations.

FULFILLMENT PROGRAM

QDI Distributors offers a fulfillment program for E-Commerce customers ("Etailers"). QDI Distributors provides blind drop-ship services for approved Etailers who have signed a Fulfillment Services Agreement. These orders are supplied by QDI Distributors directly to the Etailer's customer, bypassing the Etailer's place of business, using a common carrier. Policies outlined in the Fulfillment Services Agreement will supersede policies listed in QDI Distributors's Standard Terms and Conditions.

PAYMENT & INVOICE TERMS

Customer will be charged the prices reflected in QDI Distributors's current system or applicable promotional flyers. Customer may also find current pricing, and place orders at QDI Distributors's Web site (www.QDIWIRELESS.COM).

Customer will pay all invoices pursuant to the payment terms established for Customer's account by QDI Distributors's Credit Team and will be subject to the following:

1. Customer must allow two weeks for processing of all credit applications.
2. All payments will be in U.S. Dollars.
3. C.O.D. certified funds are accepted via bank-issued cashier's check or money order. Fulfillment and special order items are not available to Customer under these payment terms.
4. C.O.D. company checks are accepted pending approval of a completed and signed credit application.
- 5. COMPANY CHECKS ARE NOT ACCEPTED WITHOUT CREDIT APPROVAL.**
6. Net terms are available pending approval of Customer's completed and signed credit application. For higher net term limits, Customer's current financial statements are required. All net terms are calculated from invoice date, which will be the date of shipment.
7. A 1.5% monthly finance charge will be added to all past due invoices.

8. QDI Distributors reserves the right to hold all shipments on any Customer's account that becomes delinquent without authorization or liability for fees, chargebacks and/or penalties.
9. Should Customer's account become delinquent, QDI Distributors reserves the right to change the terms on the account to C.O.D. or prepaid terms. Such account may also be sent for collections, and Customer is responsible for all collection charges and attorney fees.
10. Major credit cards are accepted, including Visa, MasterCard, Discover, and American Express. Such credit terms require a signed Credit Card Authorization on file and will only be accepted from persons authorized by the card holder to place such orders. Customers may use a debit card; however, use of a debit card may subject Customer to an authorization hold placed by the financial institution issuing the debit card. The release of any authorization hold is a matter between Customer and Customer's financial institution. Customer is responsible for understanding its particular financial institution policies regarding authorization holds and the specific effects on Customer's financials. QDI Distributors will not be responsible for any fees or charges incurred as a result of Customer's use of a debit card and any resulting authorization hold.
11. EFT and wire transfers are accepted. QDI Distributors's Credit Team may be contacted at 602-445-2535 for instructions. A \$25.00 returned check charge will be assessed for any check returned for any reason.
12. Payment for international accounts (outside the United States and Canada) will be via prepaid wire transfer only
13. In addition to other rights provided by QDI Distributors's Standard Terms and Conditions or by law, QDI Distributors reserves the right to cancel at any time without Customer's authorization and without any liability, charge, cost or expense to QDI Distributors, any unshipped purchase order, or portion thereof, should Customer become delinquent on its payment terms. QDI Distributors may, based on the circumstances known at the time of nonpayment, contact Customer prior to suspension of shipments; however, this contact will be at QDI Distributors's sole discretion and is not a guarantee or requirement that such will occur prior to cancelation of purchase orders due to a delinquent account.

CREDIT TERMS

All net account invoices will be due thirty (30) days from invoice date, unless agreed to otherwise in writing by QDI Distributors's Credit Team.

In the event of a default, and if this account is turned over to an agency, attorney or third party for collection, Customer agrees to pay all reasonable attorney's fees, or costs of collection regardless of whether a lawsuit is filed. Collection expenses will be calculated at fifteen percent (15%) of the total amount due plus any attorney fees and costs.

Statements are rendered as of the last day of the month and will be sent electronically to the Statement Email Address indicated on Customer's Account Profile. If Customer would like to receive these documents in hard copy, a member of QDI Distributors's credit team may be contacted.

CHANGE OF OWNERSHIP

Customer understands that QDI Distributors must be notified in writing and addressed to QDI Distributors's Credit Department or delivered via electronic mail to: matthewa@qdiwireless.com, of any change in ownership or the name of the business under which credit is established. Customer agrees that any change in liability for any debts incurred to QDI Distributors due to change in Customer's business process or form will not be effective against QDI Distributors until QDI Distributors receives actual notice of said change in writing.

FREIGHT TERMS

For domestic accounts, standard ground freight will be prepaid for non-Etailer Customer single orders totaling \$800 or more of qualified in-stock merchandise for Products shipped to one location in the contiguous United States. Each order placed is a new order and will be processed accordingly. Orders that have been placed previously cannot be combined with newly placed orders. A 1.5% freight allowance will be provided, in lieu of prepaid freight terms, to all Customer orders of \$800 or more of in-stock Product shipped to only one location in Alaska, Hawaii, Puerto Rico, Canada or Mexico.

1. Should an order be requested to be shipped to Canada or Mexico, QDI Distributors is neither responsible nor liable for any taxes, duties, fees, or other charges that may be associated with the processing of such North American Free Trade Agreement shipments. All such charges and requirements are the sole responsibility of Customer. A separate invoice for these charges may be received from a freight forwarder, FedEx, UPS, or other third party.

Regardless of whether freight is prepaid or if Customer is allowed a 2% freight allowance as detailed above, the following stipulations apply:

1. The maximum dollar amount of the following product categories may not exceed 50% of Customer's total order: office machines, tape products, batteries, moving supplies, A/V mounts over 50 lbs. 13"+ televisions/LCDs, furniture, home theatre kits, metal/wood products, jewel cases, bulk wiring products, observation/security systems, surge/UPS systems, power inverters, structured wire enclosures, floor-standing/tower speakers, central vacuum systems, central vacuum components and exercise equipment thirty (30) lbs and under in weight.
2. Speaker boxes, projector screens, air conditioners, all medium- or large-sized home appliances, and exercise equipment over thirty (30) lbs in weight are excluded from the prepaid freight programs. At

QDI Distributors's sole discretion, based on weight and dimensions, some security systems and monitors may also be excluded from the prepaid freight programs.

3. C.O.D. fees and surcharges are not, for any reason, prepaid, regardless of freight qualifications.
4. No fulfillment order will qualify for free freight.
5. A QDI Distributors Sales Representative will be able to confirm individual products eligibility.

Shipments not qualifying for prepaid freight are subject to freight carrier ("Carrier") shipping rates, fuel surcharges, accessorial surcharges and other fees as applicable. Additional charges could also be assessed that may include, but are not be limited to, Delivery Area Surcharges, Extended Area Delivery Surcharges or dimensional/oversize fees, when required by Carriers' regulations. All such charges as mentioned herein, along with any insurance costs, are calculated and added to the invoice total and are non-refundable.

If an order is refused for any reason, QDI Distributors will be compensated for all shipping charges, including any C.O.D. fees, as well as a fifteen percent (15%) restocking fee. Such compensation must be received by QDI Distributors before any other Customer orders are released to QDI Distributors's distribution center for processing and shipping.

All orders are shipped FOB Origin, which will be from QDI Distributors's distribution center. Damages are the responsibility of the Carrier once the shipment is delivered to the Carrier. Customers must make damage claims directly to the Carrier within 10 days of receipt of the order. All boxes and packaging material are necessary when filing a claim. A QDI Distributors customer service representative may be contacted at 602-445-2553 for assistance.

Recipient must inspect orders via any truck lines for shipping damage prior to acceptance of the shipment. Visible damage claims must be clearly noted on the delivery receipt/bill of lading as proof the damage or tampering occurred prior to delivery. Such damages must be reported within 24 hours, with documented proof, otherwise claim and/or credit may be denied. To ensure full credit, original packaging, manuals and shipping boxes must be retained for inspection.

All shipping/pricing discrepancies must be reported within 5 business days of receipt of order.

For international accounts, QDI Distributors does not ship to locations outside the United States, Puerto Rico, Canada or Mexico; However, Customer may utilize, and QDI Distributors will ship to an approved freight forwarder located in the contiguous United States. Any use of a freight forwarder will be pursuant the terms of this section (Freight Terms) and subject to the following:

1. Customer must provide a contact name, phone number and email address for a point of contact at the Freight Forwarder.

2. QDI Distributors must receive proof of export from the Customer or Freight Forwarder after each shipment.

RETURNS

Product sold by QDI Distributors may be sold with warranties. All warranty material must be read carefully, as the warranty period, service and transferability varies by Vendor and Product.

All returns require a Return Goods Authorization signed by an authorized QDI Distributors representative. Please call a QDI Distributors customer service representative at 602-445-2552 for an RA number. Returns without this authorization will not be accepted. RAs are effective for 60 days only.

The RA number must be printed clearly on outside of the carton, and all products must be securely protected in double packaging.

1. If the RA number is not visible, the shipment may be refused.
2. If shipping labels are placed on the package, and/or RA numbers written on the Vendor's boxes, the Product will not be in resalable condition, and, in turn, will not be eligible for return.
3. All original packaging and materials, including all parts, accessories and instruction manuals from the Vendor must be returned with the product.
4. Failure to comply with these requirements may result in chargebacks, penalties, and/or other fees to Customer, up to and including denial of RA credit.

All Returns must be returned to QDI Distributors with freight PREPAID, FOB Destination.

Defective Product Returns:

1. Defective Product may be returned to QDI Distributors within thirty (30) days of sale to QDI Distributors's
2. Damaged and defective Product replacements will be sent with no freight expense to Customer's customer.

Non-Defective Returns

1. All non-defective returns will be assessed a fifteen percent (15%) restocking fee.
2. Non-defective returns will not be accepted ninety (90) days after sale to QDI Distributors's Customer, regardless of reason.
3. Returns will only be accepted if Product is in resalable condition with all original packaging.

Special orders or closeouts are not eligible for return. Vendors may also prohibit certain products from being returned. A QDI Distributors Sales Representative will notify Customer that a product is not returnable to QDI Distributors upon ordering the particular product(s).

Upon receipt and acceptance of returned items, QDI Distributors will credit Customer's account for Product costs. No cash refunds will be allowed. Credit on Customer's account will be issued for the amount paid on the original invoice. Return credit will be processed based on original payment terms of invoice, less any discounts. Credit card purchases will be credited back to the original card used to make the purchase.

If Product returned to QDI Distributors does not match the Product on QDI Distributors's return authorization, the return will be refused, no credit will be issued to Customer and Customer will be responsible for any freight or handling charges associated with returning the unauthorized returned Product to Customer.

Customer must allow one week for return processing.

INACTIVE ACCOUNTS

All accounts with no activity for twelve months or greater will be closed. In order to reactivate a closed account, a new credit application will be required.

TRADEMARKS

QDI Distributors trademarks may not be used in connection with any product or service that is not authorized by QDI Distributors, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits QDI Distributors, its affiliates and its subsidiaries.

All trademarks and trade names that appear on QDI Distributors publications or the QDI Distributors website, www.QDI Distributors.com, are the property of its respective owner(s) and may not be reproduced, copied or manipulated in any manner without the expressed, written approval of the trademark owner.

The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc., and are used for reference purposes only.

All content included on or comprising all QDI Distributors publications or the QDI Distributors website including information, data, photographs, videos, typefaces, graphics, music, sounds and other material is protected by copyright, trademark, patent, or other proprietary rights, and these rights are valid and protected in all forms, media and technologies existing now or developed in the future. All content is copyrighted under the U.S. and international copyright laws, and QDI Distributors owns, to the fullest extent allowed by such laws, the copyright in the selection, coordination, arrangement, and enhancement of all content.

INFORMATION/PRIVACY

Providing QDI Distributors with contact information (phone, e-mail, fax number and mailing address) authorizes QDI Distributors to contact Customer through mailings, e-mail, fax, and phone. QDI

Distributors believes in protecting Customers' private information. QDI Distributors will not give away, sell, rent, or lease Customers' personal information to any third party.

During the course of business between QDI Distributors and Customer, QDI Distributors may disclose certain confidential and proprietary information ("Confidential Information") to Customer. Confidential information will include all data, materials, Products, inventory information, technology, trade secrets, computer programs, specifications, manuals, business plans, software, marketing plans, pricing, financial information, QDI Distributors's Web site, artwork, and other information disclosed or submitted orally, in writing, or by any other media. Nothing will require QDI Distributors to disclose any of its information. Customer agrees that the Confidential Information is to be considered confidential and proprietary to QDI Distributors and Customer will hold the same in confidence and will not use the Confidential Information other than for the purposes of sales with its customers pursuant to QDI Distributors's Standard Terms and Conditions. Customer will not disclose, publish, or otherwise reveal any of the Confidential Information received from QDI Distributors to any other party whatsoever. Confidential Information furnished in tangible form will not be duplicated by Customer or any of Customer's employees except for the purposes of QDI Distributors's Standard Terms and Conditions. Upon QDI Distributors's request, Customer must return all Confidential Information received in written or tangible form, including copies or reproductions or other media containing such Confidential Information, within ten (10) days of such request.

To protect our business relationship with you, QDI Distributors has utilized the following methods as accepted evidence of your completion of documents required between QDI Distributors and its customers:

Handwritten manual signatures

Use of QDI Distributors's Online Application System ([https://www.QDI Distributors.com/application](https://www.QDI-Distributors.com/application)) to complete all required documentation

Use of the third party electronic signature software, DocuSign™ or Adobe Echo (this does not include Adobe signed documents, the document must be signed using the Adobe Echo service)

QDI Distributors appreciates your understanding that no other method of signature will be accepted. By utilizing either QDI Distributors's Online Application System or DocuSign™, you agree any electronic signature provided is the legal equivalent of a manual signature.

WARRANTIES & REPRESENTATIONS

Customer represents and QDI Distributors relies upon this representation, to its detriment, that Customer will not misbrand or falsely advertise any Products, and that Customer will comply with all

applicable state and federal laws, rules, regulations and requirements of the United States, including but not limited to all U.S. Code and Federal Regulations regarding the Federal Communications Commission. Any violation as determined by the U.S. government or any other government with jurisdiction over such matters that applies to or affects Customer's performance under QDI Distributors's Standard Terms and Conditions, will be conclusive evidence of Customer's breach of these representations.

QDI Distributors makes no warranty, guarantee or representation, whether written or oral, regarding any Products. QDI Distributors will only pass along those warranties, guarantees or representations given to QDI Distributors by its Vendors.

QDI DISTRIBUTORS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY ALLEGED DAMAGES, PERSONAL INJURY, PROPERTY DAMAGE, OR OTHERWISE, THAT MAY ARISE FROM THE USE, MISUSE OF THE PRODUCTS OR USE OF THE PRODUCTS FOR WHICH IT WAS NOT INTENDED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED BY QDI DISTRIBUTORS.

QDI DISTRIBUTORS IS NOT RESPONSIBLE FOR AND HAS NO DUTY TO DEFEND, INDEMNIFY OR HOLD HARMLESS CUSTOMER, ITS AFFILIATES, OR ANY OTHER PARTY, FROM OR AGAINST ANY CLAIM, DEMAND OR LIABILITY, REGARDLESS OF INITIATING PARTY, WHETHER IN LAW OR EQUITY (collectively referred to as "CLAIMS"), ARISING OUT OF OR RESULTING IN ANY WAY FROM CUSTOMER'S PURCHASE, SALE, USE OR MARKETING OF PRODUCTS SUPPLIED UNDER THESE TERMS AND CONDITIONS.

INDEMNIFICATION & LIMITATION OF LIABILITY

CUSTOMER WILL INDEMNIFY, HOLD HARMLESS AND DEFEND, UPON DEMAND, QDI DISTRIBUTORS ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, SUCCESSOR, ASSIGNEES AND EACH OF THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND EMPLOYEES AGAINST ANY CLAIMS ARISING FROM (1) CUSTOMER'S USE OF, MARKETING OF OR SALE OF PRODUCTS SUPPLIED BY QDI DISTRIBUTORS IN ANY OTHER MANNER OTHER THAN AS SPECIFIED UNDER THESE TERMS AND CONDITIONS; (2) ANY ACTUAL OR ALLEGED INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY ; OR (3) CUSTOMER'S BREACH OF THESE TERMS AND CONDITIONS. In the event of Claims or other matter covered by QDI Distributors's Standard Terms and Conditions, Customer agrees to notify QDI Distributors within three (3) business days of being aware of such action, in writing.

UNDER NO CIRCUMSTANCES WILL QDI Distributors be liable to Customer, or any third party for any loss of profits or revenue or for any incidental, special, consequential or punitive damages resulting from any performance, non-performance, breach or termination of this relationship. Any liability as a result of the Parties' relationship will be limited to the recovery of the net amount paid by Customer the for Product(s) that is the subject of a claim.

NON-WAIVER & PREVAILING TERMS

Acceptance of all or any part of payment due or acceptance of any part of the purchase price of Product will in no way bind QDI Distributors to accept future orders or constitute a waiver of any right QDI Distributors might have with respect to Customer's failure to comply with QDI Distributors's Standard Terms and Conditions. Neither party's failure to enforce any provision herein will be deemed a waiver of that provision or of the right to enforce it in the future. QDI Distributors's Standard Terms and Conditions, and any application, addenda or attachments referenced herein, will contain the entire understanding of the parties and supersedes all prior written or oral agreements or representations.

DISPUTE RESOLUTION & GOVERNING LAW

Informal Dispute Resolution. THIS PROCESS DOES NOT APPLY TO ANY DISPUTE THAT ARISES UNDER PARTIES' CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS. At the written request of either party, the Parties will attempt to resolve any dispute arising under or relating to QDI Distributors's Standard Terms and Conditions through the informal means described in this Section. Each party will appoint a senior management representative with the authority to discuss and settle any dispute. The representatives will furnish to each other, all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will use commercially reasonable efforts to resolve the dispute without the necessity of any formal proceeding. Formal proceedings for the resolution of the dispute may not be commenced until the earlier of: (i) the designated representatives conclude, as evidenced in writing, that resolution through continued negotiation does not appear likely; or (ii) thirty (30) days have passed since the initial request to negotiate the dispute was made; provided, however, that a party may file earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, and/or to apply for interim or equitable relief.

Any disputes brought by Customer against QDI Distributors arising out of or in connection with this Agreement will be decided exclusively and solely by a court of competent jurisdiction located in Phoenix, AZ . Parties waive any objections to venue in Phoenix, AZ and agree to not plead or claim that any matter has been brought in an inconvenient forum. Furthermore, any Party who removes or attempts to remove any action outside of Phoenix, AZ, will pay the other's reasonable attorney fees and costs incurred in preventing such a removal or in obtaining a remand to those courts located in

Phoenix, AZ . Any dispute brought by QDI Distributors against Customer arising out of or in connection with this Agreement will be decided, at QDI Distributors's sole discretion, exclusively and solely by a court of competent jurisdiction located in (a) Phoenix, AZ or (b) in the state of Customer's principal place of business ("venue"). Customer waives objections to venue in either location and agrees to not plead or claim an inconvenient forum. Furthermore, if Customer removes or attempts to remove any action outside of these venues, Customer will pay the reasonable attorney fees and costs QDI Distributors incurs in preventing such a removal or in obtaining a remand to those courts located in the venue chosen by QDI Distributors.

Any notice required by QDI Distributors's Standard Terms and Conditions or given in connection with it, will be in writing, or via electronic mail to matthewa@qdiwireless.com and will be given to the appropriate party by personal delivery, certified mail, postage prepaid, or recognized overnight delivery service.

FOR PUBLIC EDUCATIONAL SYSTEMS (INCLUDING UNIVERSITIES AND K-12 EDUCATIONAL PROVIDERS)

A Public Educational System is defined as an entity receiving public funds to provide access to education.

Due to various laws, if a Customer is a Public Educational System, certain terms and conditions may not apply. Whether terms and conditions are applicable will be determined by the specific state laws governing the Customer. Furthermore, QDI Distributors agrees that these terms and conditions will be modified based on the applicable laws governing that Customer.

If any of these terms and conditions will be held to be unenforceable for any reason, the remaining portions will continue to be binding on both Parties.

ADDITIONAL TERMS

Customers must call in advance to cancel a backorder. Backorders are shipped automatically.

Customers must call in advance to cancel a backorder. Backordered Product that is less than ten dollars (\$10) is automatically cancelled. For backordered or discontinued Products over ten dollars (\$10) in value, a QDI Distributors Sales Representative will contact Customer to discuss shipment details.

Orders that have been released to QDI Distributors's distribution center for processing are not eligible for cancellation. QDI Distributors is not responsible for typographical errors or erroneous data in publications, Web site or any other media. Please note that items ordered may not be exactly as pictured in any media which QDI Distributors uses to promote or advertise Products, including

QDI Distributors's catalog, or website. Prices are subject to change without notice. A QDI Distributors Sales Representative may be contacted for the latest product pricing and availability.

QDI Distributors reserves the right to limit quantities.

Some product lines are available in certain territories only, as stipulated by the manufacturer. These items are marked with this icon: *Territory Restricted. Please call a QDI Distributors Sales Representative for more details.

Customer and QDI Distributors's relationship with one another is that of independent contractors for purposes of QDI Distributors's Standard Terms and Conditions. QDI Distributors's Standard Terms and Conditions do not establish a franchise, joint venture or partnership, or create any relationship of employer and employee, master and servant, or principal and agent between the parties. Neither party will have, nor represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party without such other party's written consent.

All sections contained in QDI Distributors's Standard Terms and Conditions will survive termination by either party.