

Terms and Conditions

The following terms and conditions govern the sale of material to the Customer by Georgia Telecom Supply, Inc. Please contact Georgia Telecom Supply, Inc., 706-301-9046, if you have questions regarding the terms and conditions contained herein.

QUOTATIONS

All quotations issued by Georgia Telecom Supply, Inc. are the property of Georgia Telecom Supply, Inc. and are private property between Georgia Telecom Supply, Inc. and the Customer. All products quoted are subject to prior sale. There is no guarantee, expressed or implied, that quoted products will retain continued availability regardless of quote expiration date. New and Surplus products are subject to prior sale.

ACCEPTANCE OF ORDERS

All orders issued by the Customer to Georgia Telecom Supply, Inc. shall be effective only to specify material ordered. All orders, including amendments thereto, are subject to Georgia Telecom Supply, Inc. acceptance, which may be evidenced in writing or by fulfillment of the order. Georgia Telecom Supply's acceptance of Customer's orders is based on the terms and conditions contained herein. Neither an acknowledgment of Customer's order nor shipment of material ordered shall constitute Georgia Telecom Supply's acceptance or confirmation of terms set forth in Customer's Purchase Order. All quotations, orders, acknowledgments, and invoices shall be subject to the terms and conditions contained herein. All terms and conditions in addition to, or in conflict with, the terms and conditions set forth herein shall be deemed deleted unless otherwise agreed to by Georgia Telecom Supply, Inc. in writing, which has been executed by its duly authorized officer.

PRODUCT INSTALLATION

Customer assumes total responsibility for the proper selection, configuration, installation, operation, and maintenance of material purchased.

DELIVERY INFORMATION

Georgia Telecom Supply, Inc. plans to ship in a timely manner to meet Customer's requested delivery date. If Customer is not prepared to accept shipment on that date, Customer must notify Georgia Telecom Supply, Inc. at least ten (10) days before the scheduled shipping date to reschedule the shipment. Otherwise, special handling charges will be assessed. All shipments are subject to and contingent upon timely receipt of order and established credit lines. Georgia Telecom Supply, Inc. will not be liable for any failure or delay in performance of its obligations under these Terms and Conditions Of Sale caused by acts of nature, fire, explosion, power failure, riot, labor unrest (including, without limitation, strikes, slowdowns, picketing, or boycotts), acts of government, unavailability of material from suppliers, delay or default of common carrier, or any other circumstance beyond the reasonable control of Georgia Telecom Supply, Inc.



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SHIPPING AND RISK OF LOSS

All shipments of material shall be made F.O.B. Destination, freight and handling charges added to invoice. Unless otherwise specified in an order accepted by Georgia Telecom Supply, Inc., Georgia Telecom Supply will ship by a reliable carrier of its own selection to meet Customer's requested delivery date. Title to the material and risk of loss pass to Customer when the material is delivered by the carrier, notwithstanding the prepayment of transportation by Georgia Telecom Supply, Inc. The remedy against the carrier for loss during transit is limited to recourse against the carrier for transit losses. If additional coverage is necessary, consult Georgia Telecom Supply, Inc. before shipment.

WAREHOUSE SHIPMENTS

Material shipped from Georgia Telecom Supply, Inc. to points within the continental United States will be shipped F.O.B. Destination.

DROP SHIPMENTS

Drop shipments from the manufacturer to Customer will be shipped F.O.B. Destination.

EXPORT SHIPMENTS

Unless otherwise specified in writing, all materials shipped abroad will be shipped on an Ex Works point-of-origin basis. The export of materials to foreign countries may be subject to restrictions and approvals of the U.S. Government and/or Georgia Telecom Supply's suppliers. The import of materials into foreign countries may also be subject to restrictions and approvals by those countries. Customer will, in its own name, apply for any required U.S. export license and hereby assumes full responsibility for the exportation or importation of the materials and for compliance with all United States and foreign laws applicable to the exportation or importation of the materials. Georgia Telecom Supply, Inc. assumes no liability whatsoever in connection with the exportation or importation of the materials.

CLAIMS

Items damaged during shipment should not be returned to Georgia Telecom Supply, Inc. without prior approval in writing. All damage and shortage claims should be made on receipt of the material and filed directly with Georgia Telecom Supply, Inc. The carrier's agent is always required to make a notation on the freight bill specifying the damage or shortage. Georgia Telecom Supply, Inc. will not be held responsible unless damage is notated on delivery receipt of goods and acknowledged by delivery carrier at time of delivery. Georgia Telecom Supply, Inc. will resolve such claims with the carrier as quickly as possible. Georgia Telecom Supply, Inc. will not be held responsible for damage claims after receipt of goods, unless so noted on delivery receipt by delivering carrier.

SELLER'S RIGHT TO STOP DELIVERY

For Customer's insolvency or default, Georgia Telecom Supply, Inc. shall have the right to withhold shipments or stop delivery of material in the possession of a carrier or other bailee



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CANCELLATION OF ORDERS

Customer may cancel or reschedule an order on written notice to Georgia Telecom Supply, Inc. prior to shipment, unless (i) the order is for material containing Customer's trademark, trade name, insignia, symbols, decorative designs, or other evidence of Customer's ownership (hereinafter referred to as "Insignia Product"), or (ii) the order is for material not stocked by Georgia Telecom Supply, Inc. and the manufacturer or vendor of such material does not allow Georgia Telecom Supply, Inc. to cancel the order. If the order is for material that is not normally stocked by Georgia Telecom Supply, Inc., Customer shall pay all charges, costs, fees, and other amounts charged by the manufacturer or vendor as a result of the cancellation or rescheduling. In the absence of such charges, Georgia Telecom Supply, Inc. may invoice Customer for an amount equal to ten percent (10%) of the order price for the cancellation or rescheduling. This charge is not imposed as a penalty, but in recognition of the difficulty computing actual damages, costs, or other charges caused by such cancellation or rescheduling.

If the order is for material normally stocked by Georgia Telecom Supply, Inc., and if written notice of the cancellation or rescheduling is received by Georgia Telecom Supply, Inc. fifteen (15) days or more prior to the scheduled shipping date (SSD), there is no cancellation charge. If written notice is received by Georgia Telecom Supply, Inc. within fifteen (15) days of the SSD, Customer may be charged ten percent (10%) of the order price for the cancellation or rescheduling. This charge is not imposed as a penalty but as a result of the difficulty computing actual damages, costs, or other charges caused by such cancellation or rescheduling. In no event may an order be rescheduled more than once or for more than sixty (60) days beyond the SSD unless mutually agreed on by the parties in writing.

RETURNS/RESTOCKING

All items to be returned will require a written return authorization from Georgia Telecom Supply, Inc. and must be accompanied by an approved Georgia Telecom Supply, Inc. Customer Return Authorization (CRA) form. Unauthorized returns will not be accepted.

Returns For Nonconformity. Customer shall have thirty (30) days following shipment of material within which to inspect and provide Georgia Telecom Supply, Inc. with written notice of rejection for nonconformity with these terms and conditions. Material returned for credit must be unused and in the original shipping carton. Material returned due to nonconformity with these terms and conditions will have credit issued against the original invoice for the material, freight, and taxes after the material has been received and inspected at Georgia Telecom Supply, Inc., Talking Rock, GA.

Returns For Reasons Other Than Nonconformity. Material can be returned for reasons other than non-conformance with these terms and conditions within thirty (30) days of shipment of the material, provided (i) the material is not Insignia Product, (ii) the manufacturer or vendor of material not stocked by Georgia Telecom Supply, Inc. approves the return in advance, and (iii) the material is unused, resellable, and in the original shipping carton. Any material returned for reasons other than non-conformance with these terms and conditions will be subject to a restocking charge. Requests to return material not stocked by Georgia Telecom Supply, Inc. must be directed to Georgia Telecom Supply, Inc. within thirty (30) days of shipment of the material. Material not stocked by Georgia Telecom Supply, Inc. must be sent to Georgia Telecom Supply, Inc. or directly back to the manufacturer or vendor, as instructed by Georgia Telecom Supply, Inc. The manufacturer or vendor, prior to the return, must approve all returns of material not stocked by Georgia Telecom Supply, Inc. Credit for such material will be issued when Georgia



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Telecom Supply, Inc. receives credit from the manufacturer or vendor. Material stocked by Georgia Telecom Supply, Inc. must be returned within thirty (30) days of shipment of the material in accordance with the instructions and documents enclosed with the shipment. Credit for the return of stocked material will be issued after the material has been received and inspected by Georgia Telecom Supply, Inc.

Georgia Telecom Supply, Inc. shall pay the transportation costs of returning nonconforming material, and Customer shall pay the transportation costs of returning material for reasons other than nonconformity with these terms and conditions. Customer shall be responsible for providing proof of delivery on returned material if requested by Georgia Telecom Supply, Inc. Return authorizations are valid for thirty (30) days.

PAYMENT TERMS

Payment shall be due fifteen (15) days from the date of Georgia Telecom Supply's invoice, or as agreed on in written documentation from Georgia Telecom Supply, Inc. Overdue accounts will be assessed a late payment charge at a rate of 1.5% per month, or the maximum permitted by law, whichever is lower, on any unpaid amounts past due. Georgia Telecom Supply, Inc. reserves the right to withhold shipment to Customers with a past due balance.

PRICES

Unless otherwise quoted, material will be invoiced at prices in effect at the time of order acceptance, provided the requested shipping date for ordered items is within sixty (60) days of such acceptance. Prices for material with a requested shipping date beyond sixty (60) days shall be negotiated at the time of order acceptance. Prices for material do not include shipping and handling charges or taxes unless specifically stated to Customer.

Prices published by Georgia Telecom Supply, Inc. are subject to change without notice and do not constitute quotations or offers to sell. Quotations expire thirty (30) days after the date of the quote unless otherwise specified in writing by Georgia Telecom Supply, Inc.

TAXES

Customer shall be responsible for all taxes, including tariffs or duties, with respect to transactions hereunder, except taxes levied on Georgia Telecom Supply's net income. Customer shall not be responsible for taxes for which it possesses a valid exemption certificate acceptable to the applicable taxing authority and on file with Georgia Telecom Supply, Inc. prior to order acceptance.

WARRANTY AND DISCLAIMER OF WARRANTY

Material sold by Georgia Telecom Supply, Inc. is subject to such warranties as may be made available to Customer by Georgia Telecom Supply's suppliers. If material is defective, on request, Georgia Telecom Supply, Inc. will assist Customer in notifying the supplier. GEORGIA TELECOM SUPPLY, INC. MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All products sold by Georgia Telecom Supply, Inc. are sold "where-is, as-is" with no guarantee other than Georgia Telecom Supply's supplier warranty.



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LIMITATION OF LIABILITY

Under no circumstance shall Georgia Telecom Supply, Inc. be responsible or liable for incidental, indirect, special, or consequential damages, including any damages arising from delay, loss of data, lost profits, or loss of goodwill, notwithstanding their foresee-ability or disclosure thereof by Customer. In addition, Customer provides complete indemnification to Georgia Telecom Supply, Inc. for all liability, which may or may not occur as a result of, but not be limited by; financing, procurement, storage, shipping, delivery of products and services, and cancellation of orders by Customer. Georgia Telecom Supply, Inc. maximum liability to Customer arising out of or relating to Georgia Telecom Supply, Inc. performance or nonperformance of its obligations, regardless of the form of action, shall be limited to the recovery of direct and actual damages and shall not exceed the amount invoiced for the material that is the subject matter of, or directly related to, the cause of action.

INTELLECTUAL PROPERTY RIGHTS

Customer's intellectual property rights in any material, including any hardware, software, or firmware, are derived from and shall be subject to the intellectual property rights of Georgia Telecom Supply, Inc., its suppliers, or other third parties, including the terms of any licenses restricting use, duplication, or resale. Material may be subject to special licensing requirements, which will be provided to Customer.

CHOICE OF LAW

The domestic laws of the State of Georgia shall govern all transactions without giving effect to the principles of conflict of laws. The U.N. Convention on Contracts for the International Sale of Goods shall not apply.

MISCELLANEOUS

Any dispute arising out of any transaction shall be resolved by and submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, with the following modifications: (1) If arbitration is requested by Georgia Telecom Supply, Inc., it shall be held in the city nearest Customer's address having an American Arbitration Association regional office; and if requested by Customer, it shall be held in Atlanta, Georgia; (2) the arbitrator shall be licensed to practice law and shall preferably have former judicial experience; (3) the arbitrator shall conduct the arbitration as if it were a bench trial and shall use, apply and enforce the Federal Rules of Civil Procedure; (4) the arbitrator shall have no power or authority to make any award that provides for consequential, incidental, indirect, punitive or exemplary damages; (5) the arbitrator shall control the scheduling so that the hearing is completed no later than 120 days after the date of demand for arbitration; (6) the arbitrator shall rule on the dispute by issuing a written decision within 30 days after the close of the hearing; and (7) the arbitrator's decision shall follow the plain meaning of this Agreement and the relevant documents. Each party shall bear its own arbitration costs and expenses, except that a party seeking discovery shall reimburse the other for costs of document production (including search time and reproduction costs). The parties shall equally split the fees of the arbitrator and the arbitration. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties. No action or demand for arbitration may be brought more than two years after accrual. Material purchased hereunder is not for resale or distribution unless specifically authorized by Georgia Telecom Supply, Inc. in writing.



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