



Commercial Reseller Agreement

CYLYNX, dba PBXEQ 42255 Chase Drive, Canton MI, 48188 www.pbxeq.com	Company Company address Company website
"PBXEQ" Account Manager: Signature: Date:	"VAR" VAR Representative: Signature: Date:

Introduction

VAR wants to have rights to market and distribute in "location" products and services it purchases from PBXEQ. Those products include:

- PBXEQ Asterisk PCI cards
- Sangoma Cards

By signing this agreement, PBXEQ and VAR agree to abide by all the terms and conditions in it.

Pricing. <Attached> Pricing depends on bulk orders and discounts are based on a per order basis.

Use of PBXEQ's Name. PBXEQ does not prohibit the reseller to re-brand PBXEQ asterisk-compatible pci cards.

Term and Termination. This agreement runs for an initial one-year term, and will thereafter renew automatically. Either party may terminate this Agreement for any reason, at any time, with no liability to the other by providing the other party at least 30 day's prior written notice (signed). If either party breaches this Agreement, the non-breaching party may terminate this Agreement upon five days' written notice to the breaching party.

How to Purchase from PBXEQ

- Ordering Products.** VAR must submit a purchase order to PBXEQ. <Attached>. The order is binding unless PBXEQ informs VAR that PBXEQ is not accepting the order or unless either party cancels or changes the order. Emailed orders with complete instructions are considered valid orders.
- Refunds, Canceling or Changing Orders.** VAR may change or cancel any order unless it has already been shipped. PBXEQ ships orders within 12 to 24



hrs. Constant communication and follow up is requested to cancel the order. Each order cancellation may be made through any PBXEQ account manager. Purchaser is responsible for all shipping fees. Refunds are issued on purchase price only.

- c. **Shipping Dates.** PBXEQ provides various shipping methods. VAR specifies his preferred shipping method. PBXEQ may provide drop ship services for VAR depending on VAR specifications. Drop ship orders are accepted through proper submission of PBXEQ Reseller Order form. <Attached> Shipping rates may vary based on customer location, total weight of shipment and availability of stocks per location.
- d. **Taxes, Shipping and Handling, Returns.** Except for taxes assessed on the net income of PBXEQ, VAR agrees to pay all sales, value-added and other transactional taxes associated with the sale of Products and Services unless there is valid tax exemption certificate from VAR.
- e. **Return Policy.** PBXEQ will replace all items (PBXEQ asterisk-compatible PCI cards) returned by the reseller within 30 days upon purchase. Valid returns include but not limited to valid product defects. PBXEQ charges .3% insurance fee for shipment more than 5000g. Returns of non-defective hardware inside of 30 days are assessed a 15% restocking fee. PBXEQ will accept no returns of non-defective items (PBXEQ asterisk-compatible hardware) beyond 30 days. All shipping charges will be waived for any "defective on arrival" items reported to the support department within 30 days of invoice.
- f. **Invoice.** PBXEQ requires invoices to be paid first before shipment.
- g. **Service and Support.** PBXEQ provides technical and customer service support for resellers not reseller end users. Product installation guides and technical information are found on the download portion, Product Information page, of the PBXEQ website. http://www.pbxeq.com/product_info.php
- h. **Warranty.** PBXEQ provides 2-year warranty for all 4 port fxo pci cards. VAR understands and agrees that PBXEQ makes no assurances that the products are suitable for any high-risk use. PBXEQ may upgrade, revise, change the configuration of, or discontinue sale of products on the duration of this agreement.
- i. **Indemnification and Non-Disclosure Agreement.** <Attached> Pricing and other confidential details are not disclosed unless an NDA is signed.

Conforme:

VAR Representative
Name and Signature
Date