



MOHAWK

NETWORK SOLUTIONS

®

NEW CUSTOMER FORM

Company Name: _____ Date: _____

D.B.A. _____ Contact: _____

Email Invoices to: _____

Billing Address: _____

City, State, Zip: _____

Phone: _____ Fax: _____

Shipping Address: _____

City, State, Zip: _____

Form of Ownership : Individual Partnership Corporation LLC

Federal Tax I.D. # _____ Duns # _____

Type of Business: Mfg. Distributor Reseller VAR Other

Date of Incorporation: Month _____ Year _____ State Incorporated: _____

Resale #: _____ (Please attach State appropriate form.)

Bank References

You may include a separate **Bank & Trade reference in lieu of this portion of the form.

1. Name: _____

2. Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Phone: _____

Phone: _____

Contact: _____

Contact: _____

Account # _____

Account # _____

Checking Savings Other Checking Savings Other

Continued next page



MOHAWK NETWORK SOLUTIONS

New Customer Form continued

Officer Information

President/CEO: _____

Phone: _____

Social Security # _____

Drivers License # _____

Treasurer: _____

Phone: _____

Social Security # _____

Drivers License # _____

Accounts Payable: _____

Phone: _____

Trade References

1. Name: _____

2. Name: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Phone: _____

Phone: _____

Contact: _____

Contact: _____

TERMS AND CONDITIONS

ACCEPTANCE and AGREEMENT: These terms and conditions confirm the agreement (the "Agreement") between Buyer and Mohawk Network Solutions, Inc. ("Seller") for the goods described herein ("Goods"). Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever occurs first: Buyer making an offer to purchase product from Seller; Buyer being lawfully able to resell the products or use them for internal use; Buyer's acceptance of any shipment of any part of the items specified for delivery.

PRODUCT PRICING: Unless otherwise stated all prices quoted by Seller are based on U.S. currency and are guaranteed until 5:00 p.m. Pacific Standard Time (P.S.T.) on the date of quotation, Freight On Board (F.O.B.) Seller's shipping dock or other designated point of shipment. The price for the Goods is stated in the invoice and, unless otherwise specified by Seller, is payable within 30 days. If Buyer does not make payment when due, Buyer shall pay a fee on past due amounts of 1.5% per month or the maximum rate allowed by law, whichever is less. All applicable state and federal taxes, or assessment, of any kind, which apply to the sale of Goods covered herein will be added to the purchase price and shall be paid by Buyer, except to the extent that Buyer has provided Seller with a valid tax exemption certificate.

SHIPMENT: Delivery of all Goods covered by this Agreement will be F.O.B. Seller's shipping dock or other designated point of shipment. Delivery will be deemed completed and risk of loss or damage to the Goods shall pass to Buyer once the Goods have been tendered to Buyer or a carrier for shipment to Buyer. In no instance shall Seller be liable for direct, indirect, special, incidental, consequential or any other form of damage, injury, or harm suffered by Buyer that is caused or otherwise brought about by the delay in shipment or receipt of Goods purchased under this Agreement.

WARRANTIES: Goods sold by Seller or not manufactured by Seller, and Seller has made no representation, affirmation of fact or promise relating to the Goods. All warranty claims shall be asserted exclusively against the manufacture of the Goods. EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE APPLIES TO THE GOODS.

PATENTS, ETC: Seller assumes no obligation or liability with respect to infringements of United States or foreign patents, copyrights, trademarks or other proprietary rights arising out of items sold hereunder.

LIMITATION OF LIABILITY: Seller's liability on any claim relating to the Goods or their sale, resale, operation or use, whether based on contract, warranty, tort or other grounds, will not exceed the price allocable to such Goods. SELLER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOST DATA OR ANY DAMAGES TO THIRD PARTIES PAID BY BUYER, LOSS OF WARRANTY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.

MERCHANDISE RETURN POLICY AND PROCEDURE: Buyer acknowledges that Seller will not accept returned merchandise from Buyer which is not accompanied by a Return Merchandise Authorization (RMA) form previously issued by Seller for the Goods to be returned. To receive credit, Seller must receive returned Goods within fifteen (15) calendar days of the issuance of the RMA number. Returned Goods will be subject to a fifteen percent (15%) handling and restocking fee and will be credited according to the then current market price as determined on the date the Goods are received by Seller or the sales price as reflected in the corresponding invoices, whichever is lower. Seller will accept only new, unused product in its original packaging unless prior written authorization has been obtained from Seller and that authorization accompanies the returned Goods. Buyer is responsible for paying all return freight expenses and the risk of loss remains with the Buyer until the returned Goods are physically received and accepted by the Seller.

A RMA will not be granted based on interference by a manufacturer.

OPEN MARKET STATEMENT: Buyer acknowledges that Seller is an Open Market Distributor and all Products sold are Open Market Product. Open Market Product means that the product was previously sold and, in some cases, the product may be registered to the original owner of the Goods. Open Market Distributor means a Non Authorized Distributor. Buyer acknowledges that the Goods may not come with a manufacturer's warranty, that the user cannot register the Goods with the manufacturer, that the Goods do not come with the manufacturer's technical support, and that the Goods may not be eligible for an extended warranty from the manufacturer.

CHANGES OR CANCELLATION OF ORDER: Orders accepted by Seller are not subject to change or cancellation by Buyer without first obtaining Seller's written authorization and upon payment of a cancellation fee equaling fifteen percent (15%) of the total price of the Goods.

WAIVER and MODIFICATION: No waiver or modification of this Agreement will be binding upon Seller unless agreed to by Seller in a signed writing. Failure by Seller to enforce strict compliance with this Agreement will not constitute a waiver of any of the provisions of this Agreement.

SEVERABILITY: If any provision of this Agreement is or becomes void or unenforceable for any reason then the validity of the remaining provisions will not be affected.

LAW OF THE STATE OF CALIFORNIA: The entire transaction contemplated hereunder shall be governed by the laws of the State of California without regard to its conflict-of-laws rules. Any claims arising out of or related to this Agreement or Goods shall be brought exclusively in Orange County, California. Seller may also bring suit at the location of the Goods and/or the Buyer. Buyer submits to the jurisdiction of all such courts. If it is necessary for Seller to commence collection efforts against Buyer for any indebtedness due to or otherwise enforce this Agreement, Seller will be entitled to recover from Buyer its reasonable attorney's fees and costs.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between Buyer and Seller with respect to the subject matter hereof and supersedes all prior and contemporaneous Agreements, understandings, terms, conditions and representations, written or oral, made by Seller or its agents, concerning the matters covered by this Agreement.

Signature (Officer or Owner) _____

Print Name _____ Title _____ Date _____

32238 Paseo Adelanto, Suite A | San Juan Capistrano, CA 92675 | USA
Toll Free: +1 877 760 3534 | Local: +1 949 441 5592 | Sales Ext. 100 | sales@mohawkns.com

www.mohawkns.com