

## Product Sales Terms and Conditions Agreement

The following terms and conditions apply to your purchase of products from eLutions. By placing an order, you agree to be bound by these terms and conditions, which constitute the entire agreement between you and eLutions regarding the products purchased.

1. **Ordering:** Your order is subject to acceptance by eLutions and may be refused for any reason, including credit concerns, unusual volumes, or shipping addresses. Once accepted, eLutions may make partial shipments if some items are on backorder. By placing the order you agree that eLutions may do so and charge you for any items shipped.
2. **Pricing and Quantities:** eLutions makes every effort to present current and accurate pricing on its Web site. However, prices are subject to change without notice and quantities may be limited. All orders are subject to current pricing at time of acceptance by eLutions. All prices are in USD currency.
3. **Taxes:** For purposes of calculating sales tax, eLutions shall automatically charge and withhold the applicable sales tax of 6% for orders to be delivered to addresses within Florida. Each customer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other state.
4. **Cancellation:** Orders may not be canceled for items available for immediate shipment. Items on backorder may be canceled up to the actual shipment date.
5. **Payment:** Payment in full is due prior to shipment. eLutions accepts payment via credit card or purchase order. Your card will not be charged until eLutions ships product to you.

A credit application can be downloaded from the [www.elutions.com/wireless](http://www.elutions.com/wireless) website or by contacting eLutions by calling 1-888-349-4338. Please allow sufficient time for the credit approval process. To avoid delay on your initial order you may elect an alternative payment method.

6. **Shipping:** eLutions will ship products according to your selected shipping instructions. eLutions will attempt to ship the products within the estimated times reflected on your order but will not be liable for any failure to do so. In addition to the quoted price, you will pay shipping and handling charges according to your selected shipping method. You will only be charged once shipping and handling charge for each order regardless of the number of shipments.

**Shipping Charges -** Shipping or freight charges and insurance will be paid by the customer. An additional fee of \$15.00 will be applied to all orders shipped internationally (excluding Canada).

If eLutions learns it cannot ship within the estimated times, you will be advised via email of the new estimated shipment date. For items on backorder, eLutions may ship whenever the product becomes available without any notice to you. Shipping charges are non-refundable.

7. **Same Day Shipment:** Orders received by 2:00PM EST will be processed and shipped the same business day contingent upon product availability.
8. **Handling:** A \$5.00 handling fee will be charged to all orders.
9. **Title:** Title to all products passes to you upon delivery of the product to the selected carrier.
10. **Returns:** After 30 days from the shipment date you may return the product to eLutions for replacement or refund.

**Return Policy:** eLutions accepts merchandise returns subject to the terms outlined below and will replace the product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact a Customer Service representative by calling 1-888-349-4338 to obtain an RMA (Returned Merchandise Authorization) number prior to returning product.
- All returns should be made within 30 days of date of shipment and be accompanied by the completed RMA form. RMA forms can be obtained by:
  - Website: [ww.elutions.com/wireless](http://ww.elutions.com/wireless)
  - Contacting Customer Service at 888-349-4338
- Return freight charge must be prepaid.
- Refunds of resalable conditioned items will be sent once eLutions has received and processed the returned item. You will receive a refund in the same manner of payment originally used for purchase within 7 to 14 business days or our receiving your return.
- Returned items must be in re-salable condition.
- Defective merchandise may be returned within the warranty period and need not be in original packaging.

11. **Freight Damage:** If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact eLutions' Customer Service representative by calling 1-888-349-4338 immediately to initiate a claim.
12. **Warranty:** All eLutions products come with a limited warranty the terms of which are incorporated into these terms by this reference.
13. **Limitation of Remedies and Liability:** THE REMEDIES PROVIDED HERE ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THIS AGREEMENT BY ELUTIONS. IN NO EVENT WILL ELUTIONS BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES. IN NO EVENT WILL ELUTIONS' LIABILITY TO YOU EVER EXCEED THE TOTAL AMOUNT OF MONEY PAID BY YOU TO ELUTIONS FOR THE PRODUCTS PURCHASED.
14. **Typographical Errors:** In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing, eLutions shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. eLutions shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, eLutions shall immediately issue a credit to your credit card account in the amount of the charge.