



7705 Alabama Ave, Canoga Park, CA 91304
877-281-0000

TERMS AND CONDITIONS:

This Agreement contains the terms and conditions that apply to purchases by customers from OFFICEXPRESS INC (herein OFFICEXPRESS) via website, phone, fax or email orders. By accepting delivery of the invoice, Customer agrees to be bound by and accepts these terms and conditions. If for any reason you are not satisfied with any product, you may return the product under the terms and conditions of our "Total Satisfaction Return Policy".

THESE TERMS AND CONDITIONS APPLY (I) UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH OFFICEXPRESS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) UNLESS OTHER OFFICEXPRESS STANDARD TERMS APPLY TO THE TRANSACTION.

These terms and conditions are subject to change without prior written notice at any time, in OFFICEXPRESS' sole discretion. Prices are also subject to change without notice.

1. **Other Documents.** Other than as specifically provided in any separate formal purchase agreement between Customer and OFFICEXPRESS, these terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for product(s) which is subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and OFFICEXPRESS.
2. **Governing Law.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.
3. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within OFFICEXPRESS' sole discretion. Payment for the products and services and support may be made by credit card, wire transfer, or some other prearranged payment method unless OFFICEXPRESS has agreed to credit terms. Invoices are due and payable within the time period noted on the invoice, measured from the date of the invoice. OFFICEXPRESS may invoice parts of an order separately. Orders are not binding upon OFFICEXPRESS until accepted by OFFICEXPRESS. Any quotations given by OFFICEXPRESS will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.
4. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on the invoice(s). Unless Customer provides OFFICEXPRESS with a valid and correct tax exemption certificate applicable to the product ship-to location prior to OFFICEXPRESS' acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, except for OFFICEXPRESS' franchise taxes and taxes on OFFICEXPRESS' net income. If applicable, a separate charge for taxes will be shown on the invoice.
5. **Title; Risk of Loss.** Title to products passes from OFFICEXPRESS to Customer on shipment from OFFICEXPRESS' facility. Loss or damage that occurs during shipping by a carrier selected by OFFICEXPRESS is OFFICEXPRESS' responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. Title to software will remain with the applicable licensor(s).
6. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO OFFICEXPRESS-BRANDED PRODUCTS ARE INCLUDED IN THE DOCUMENTATION PROVIDED WITH THE PRODUCTS AND CAN ALSO BE LOCATED ONLINE. THERE ARE NO WARRANTIES FOR SERVICES. OFFICEXPRESS MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN OFFICEXPRESS' APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE. ANY SUCH WARRANTIES WILL BE EFFECTIVE, AND OFFICEXPRESS WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES, ONLY UPON OFFICEXPRESS' RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED.
7. **Return Policies.** Any products purchased directly from OFFICEXPRESS by an end-user Customer may be returned by Customer in accordance with OFFICEXPRESS' "Total Satisfaction Return Policy" in effect on the date of the invoice.
8. **Exchanges.** From time to time, OFFICEXPRESS may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with OFFICEXPRESS' exchange policies in effect on the date of the exchange.

9. **Products.** OFFICEXPRESS continually upgrades and revises its products and service offerings to provide OFFICEXPRESS customers with new products and service offerings. OFFICEXPRESS may revise and discontinue products at any time without prior notice to customers. OFFICEXPRESS will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. The parts and assemblies used in building OFFICEXPRESS products are selected from new and equivalent-to-new parts and assemblies in accordance with industry practices. Spare parts may be new or reconditioned. The quoted OFFICEXPRESS SKU numbers for OFFICEXPRESS-branded products are of the quantity specified by OFFICEXPRESS and conform in all material respects with the OFFICEXPRESS product specifications current on the date such products were shipped.
10. **Limitation of Liability.** OFFICEXPRESS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. OFFICEXPRESS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, OFFICEXPRESS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS OR SERVICES UNDER THIS AGREEMENT.
11. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST OFFICEXPRESS, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "OFFICEXPRESS") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), OFFICEXPRESS' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between Customer and OFFICEXPRESS. Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.
12. **Applicable Law; Not For Resale or Export.** Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale or export. OFFICEXPRESS has separate terms and conditions governing resales and transactions outside the United States.

TOTAL SATISFACTION RETURN POLICY

- Office products may be returned within 30 days of purchase as long as they are in the original packaging with the exception of furniture by obtaining a Return Merchandise Authorization (RMA) code. Printer cartridges; *see policy below*..
- Electronic components have a 14-day return policy as long as items are in the original packaging.
- Special order items are not eligible for return under any circumstances. All promotional items and products are final sale, no exceptions.
- Contact a Customer Service Representative by calling **1-877-281-0000** to obtain an RMA code. The RMA code must be written on the original invoice. Please note that if you return cartridges without a Return Merchandise Authorization (R.M.A.) number, you may not receive a refund or replacement.
- Repack the product in its original packaging materials.
- Include your order number with your returns to expedite the process.
- Cartridges & toners that are more than 30% used will not be eligible for a refund or re-shipment.
- We suggest you ship your return prepaid by a carrier that offers package tracking, such as United States Postal Service registered mail, United Parcel Service (UPS), or Federal Express to the address listed below:

Returns Department OFFICEXPRESS 7705 Alabama Ave Canoga Park, CA 91304

OfficeXpress Brand Warranty

At OfficeXpress, we believe that the quality of the product we manufacture should be directly related to the warranty we offer on that product. Since the cartridge we have to offer is manufactured to the same specifications as an original equipment manufacturer and rarely experiences failure, we can offer a warranty program unparalleled in the industry.

All major components, including optical photoconductive drum, magnetic sleeve assembly, primary charge roller, and ultra-fine micro print toner, carry a full REPLACEMENT WARRANTY from the date of installation. If any component is found to be defective, we will replace that product with the same compatible product.

OfficeXpress warrants each OfficeXpress brand cartridge to be free of defects in material and workmanship, unless otherwise stated under separate contract, for the period of two (2) years after the date of purchase. If any OfficeXpress brand cartridge is found to be defective, OfficeXpress will, at its option, replace the cartridge. OfficeXpress also warrants that, subject to conditions stated below and under normal use, OfficeXpress cartridges will not cause damage, abnormal wear, or void the original manufacturer's warranty for your printer, fax, or copier. If a defect in an OfficeXpress brand cartridge causes a printer, fax, or copier to fail, OfficeXpress will reimburse the customer for the full amount for the repair of the printer or copier. This warranty is dependent upon the customer providing OfficeXpress with satisfactory evidence that the printer or copier failure was due to defect in the OfficeXpress brand cartridge, including a written statement on an authorized service company's letterhead, dated and signed by the company's field service representative. All returns must be authorized by OfficeXpress and must be accompanied by a copy of the return material authorization (RMA) form provided by the OfficeXpress customer service department. Return of the defective cartridge is required. Any sign of tampering with the cartridge by non-OfficeXpress personnel will void this warranty. OfficeXpress' liability hereunder shall be limited to replacement or reimbursement as provided above. This warranty is exclusive, and in lieu of all other warranties, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Proof of purchase is required for all warranty processing.

OFFICEXPRESS HEREBY EXCLUDES ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES AS TO THE MERCHANTABILITY OF ITS COMPATIBLE CARTRIDGES FOR ANY PURPOSE OTHER THAN FOR WHICH THEY WERE ORIGINALLY SOLD. OFFICEXPRESS shall not be liable for any incidental or consequential damages. All Cartridges are shipped upon condition that the terms are to be accepted by the client. If not, the client must promptly return the Cartridges and notify OFFICEXPRESS in writing. These terms supersede all prior oral or written terms or presentations and may be waived or modified only by written documentation signed by an authorized officer of OFFICEXPRESS. This warranty expires at the expiration of the original manufacturer's warranty.