



## ZENITEL USA, INC. – TERMS AND CONDITIONS

Zenitel USA, Inc. (hereinafter referred to as “Zenitel”) shall not be bound by Buyer’s terms and conditions unless they are expressly agreed to in writing.

These terms and conditions are subject to change. The most recent version will be available on the Zenitel Order Portal at <https://orderportal.zenitel.com> or upon request. If you have questions about these terms and conditions, please contact your sales representative.

### 1. PRICE, PAYMENT AND CREDIT TERMS

- a. Price: the enclosed descriptions and prices are for equipment and services only as printed and prices represent Factory Lists Prices without consideration for any other obligations including labor for installation, maintenance, and purchase discounts.
- b. Payment Terms: Buyer agrees to fully pay all valid Zenitel invoices within thirty (30) calendar days of the date of such invoices and to pay a service charge of one and one half percent (1-1/2%) per month on all past due amounts. Receipt of any check, draft or other commercial papers shall not constitute payment unless, and until, such instrument has been honored by the appropriate financial institution(s). Buyer’s account will be placed on “credit hold” when any invoice exceeds forty-five (45) calendar days past due. Buyer may deduct two percent (2%) from Zenitel net invoice amount provided Zenitel receives payment by ACH, wire, or check from Buyer for such invoice within ten (10) calendar days of the date of such invoice.
- c. Dealers who are utilizing personal and/or business credit cards at the time of purchase of Zenitel products are not eligible to deduct any percentage of Zenitel’s net non-taxable invoice amount.
- d. Credit Terms: Buyer agrees that the purchase of Product shall at all times be contingent upon the credit approval of Buyer by Zenitel’s credit department. Upon Zenitel’s request, Buyer agrees to promptly furnish Zenitel financial and business information. Zenitel reserves the right to grant or refuse, or at any time vary, change, or limit the amount or duration of credit.

### 2. ORDER PLACEMENT

- a. Order placement: Buyers must submit all purchases orders through the Zenitel Order Portal at <https://orderportal.zenitel.com>, unless otherwise agreed in writing by Zenitel. Zenitel will provide a secure login to each Buyer. Buyer is responsible for ensuring and confirming that the appropriate product(s) and shipping provisions are entered at the time of the order.
- b. Order acceptance: All purchase orders for equipment and services (the “Product”) shall be subject to acceptance in writing by Zenitel at its office located at 6119 Connecticut Ave., Kansas City, MO 64120, and may be rejected for any reason, including without limitation (i) Buyer’s breach of any provision of these Terms and Conditions, or other written agreement between Zenitel and Buyer; or (ii) Buyer’s purchase order has a requested shipment date less than normal lead time for the product.
- c. Order Cancellation: Unless Product for an order has already been shipped, Buyer, at its option, may cancel an order for up to three (3) business days following placement of such order by providing written notice (including via email) to Zenitel. In the event Buyer cancels an order, Buyer agrees to pay Zenitel, Zenitel’s then prevailing restocking fee for the Product set forth on such purchase order (20% of invoice amount).  
All Buyer purchase orders for non-standard Product and/or Product whose part number is prefixed with a special designation (the “Custom Product”) are non-cancelable once accepted by Zenitel.



### 3. SHIPMENT PROVISION

- a. Shipment Terms: All shipments by Zenitel to Buyer shall be F.O.B. Zenitel's warehouse loading dock in Kansas City, Missouri, and all delivery obligations of Zenitel's hereunder shall be deemed satisfied on the date the Product is delivered to a common carrier at such loading dock.
- b. The Shipment Date for any order which contains standard Product, Custom Product or special-order equipment shall be governed by Zenitel's ability to supply the same and shall be determined by Zenitel on a case-by-case basis.
- c. Unless otherwise instructed, Zenitel will ship partial orders in more than one delivery based on Product availability.
- d. Shipment Rescheduling: Zenitel shall not be required to reschedule any shipment to a date in advance of the originally scheduled Shipment Date but will attempt to do so if the request is made in writing by the Buyer.
- e. Additional Shipping Fees will be billed at an ad-hoc rate for accessorial charges. This includes but is not limited to (a) signature required at delivery (b) delivery intercept or delivery change request after shipment has been acquired by a common carrier, (c) undeliverable shipments returned to Zenitel for any reason, (d) invalid shipping account number or refusal of freight collect costs.
- f. It is the Dealer's responsibility to notify Zenitel within ten (10) working days from the date of delivery any differences from the enclosed packing list or damages found as a result of shipment. No credits or adjustments can be accepted after this time.

### 4. PRODUCT RETURNS

#### I. General:

To return Product to Zenitel, Buyer must request a Zenitel Return Authorization at <https://www.zenitel.com/claims-returns-support-form> and complete such form and to receive a valid Zenitel Return Authorization Number. All Product returned to Zenitel must be accompanied by such written Zenitel RMA form and a valid Zenitel Return Authorization Number and must be shipped freight pre-paid to Zenitel. All Product returned to Zenitel for the purpose of repair or return, from outside the United States, are to be sent delivery duties paid at the cost of the Buyer.

#### II. Return Product for Repair:

- A. If returned Product is under warranty, Zenitel, at its sole option, shall either repair or replace such defective returned Product and ship, freight pre-paid, to Buyer.
- B. Product returned for repair and not under warranty must be accompanied by a purchase order. For information on costs for Product repair, Buyer should contact [rma.americas@zenitel.com](mailto:rma.americas@zenitel.com). If the Product returned for repair is not defective ("No Problem Found"), Buyer shall be charged Zenitel's prevailing rates for testing plus freight.
- C. For Products receiving non-warranty repairs, Zenitel will grant an extended limited warranty of ninety (90) calendar days from the date Zenitel ships the Product back to Buyer.

#### III. Return Product for Restocking:

- A. Custom, non-standard and third-party Product and/or Product whose part number or model is prefixed with a description "CQ" or "5555" designation may not be returned to Zenitel for credit.
- B. Software licensing may not be returned to Zenitel for credit.



- C. All Buyer requests to return Product for restocking must be in writing and in advance of any shipment of such returned Product to Zenitel. Such written request must contain: (i) the part number of the Return Product; (ii) the quantity of Product to be returned; (iii) Buyer's original purchase order number; and (iv) Zenitel's original invoice number and amount.
- D. Any Product returned for restocking must, at the time of Buyer's request, be currently listed in the Zenitel Product Catalog.
- E. Any Product returned for restocking must: (i) have been shipped by Zenitel to Buyer within the immediately preceding ninety (90) calendar day period; (ii) be unused; and (iii) be boxed in the original Zenitel labeled container(s).
- F. All shipping and handling costs for Product returned for restocking shall be borne completely and exclusively by Buyer.
- G. All Products returned for restocking are subject to inspection and testing by our technical department. Credit may be issued on standard Product in new condition, based on shipping invoice, less twenty percent (20%) restocking fee. At Zenitel's discretion, an additional restocking fee may be applied, or Product may be returned to customer.
- H. All Products returned for restocking, in which the original invoice was paid within 10 calendar days of invoice and received 2% deduction of the net invoice, will have the credit memo value reduced by 2% to equal that of the paid cost.

IV. Replacement of Non-Functional Equipment on Arrival:

In the event Buyer receives a "bad out of box" Product, Buyer may be eligible for advanced replacement on standard production items. All advanced replacements require a Zenitel Tech Support case number which will be generated by Zenitel Tech Support. A new purchase order is required to ship the new Product. Buyer must notify Zenitel within forty-five (45) days following the date of shipment to Buyer date that the Product is "bad out of box". Buyer must provide Zenitel the original invoice number and a clear problem description to request an advanced replacement.

Customized Products are not eligible for advanced replacement.

**5. WARRANTY**

Commencing upon the shipment date and continuing for a period of thirty-six (36) months, Zenitel warrants, that under normal use, each Zenitel Product sold and purchased hereunder shall be free from manufacturing defects of material and workmanship. Zenitel's sole obligation and Buyer's sole remedy, under this warranty shall be limited to Zenitel repairing or replacing, at its option, defective Product or components thereof when such are returned to Zenitel freight prepaid.

The foregoing warranties are expressly in lieu of all other warranties, express or implied, including the implied warranty of merchantability and/or fitness for a particular purpose. The aforesaid warranties are afforded by Zenitel only to Buyer and shall not be deemed to be warranties to Buyer's customers or to any other person or entity. Should Buyer elect to offer its own warranty with respect to the Product, said warranty shall be in the Buyer's name only, and Buyer shall make no representation that Zenitel has any responsibility therein.

All warranties shall become null and void in the event that Buyer, or anyone, alters or modifies any Product without Zenitel's prior written authorization and/or should Buyer, or anyone, fail to follow Zenitel's and/or the manufacturer's recommended installation procedures and instructions.



**6. LIMITATION ON LIABILITY**

Zenitel neither assumes nor authorizes any other person or entity to assume for Zenitel any liabilities in connection with the sale of the Product and in no event shall Zenitel ever be liable for any lost profits, special, actual or consequential damages of any nature, including without limitation, personal injury (including death) or property damage, or any loss or damage resulting from the interruption or failure in the operation of the Product with respect to any Product sold or shipped or any service rendered by Zenitel or for Zenitel's failure to meet shipment schedules or for any other reason.

**7. TRADE NAMES, LOGOS, AND TRADEMARKS**

The name "Zenitel" and/or its associated trade names, logos, and trademarks are the exclusive properties of Zenitel and nothing herein gives Buyer an interest in the same. Buyer may not use the name "Zenitel" and/or its associated trade names, logos, and trademarks without prior written authorization, in each and every instance, from Zenitel. All sales to Buyer shall be governed and construed in all respects in accordance with the laws of the State of Missouri.