

**General:**

This Service is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement. Please read the Agreement carefully. If you do not accept all of these terms and conditions, please do not use this Website. Be sure to return to this page periodically to review the most current version of the Agreement. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Agreement without prior notice, and your continued access or use of this website signifies your acceptance of the updated or modified Agreement. Although we attempt to make sure all of the information on the site is accurate, by continuing to use this Site, you acknowledge, understand and agree that it may not be current, accurate, or complete and that Premier Distributor and its suppliers do not warrant or guarantee such accuracy. You are not receiving a license or any other rights from us, including intellectual property or other proprietary right of Premier Distributor. You have no rights to the services or any other Premier Distributor property except as indicated in this Agreement. You are fully responsible for the content of your advertisements. You are prohibited from advertising from this Website: (a) any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material that would violate any law; (b) any material or content that infringes, misappropriates or violates and y copyright, trademark, patent right or other proprietary right of any third party. You shall be solely liable for any damages resulting from any violation of the foregoing restrictions, or any other harm resulting from your posting of content to this Website. You acknowledge the Premier Distributor may exercise its rights to any content you submit without notice to you.

**Order Acceptance:**

All orders are subject to final approval and acceptance by Premier Distributor. All orders remain the property of Premier Distributor unless in full by the customer. Special orders will be required a twenty-five (25) to fifty (50) % non-refundable deposit before the order will be replaced.

**Product Inspection:**

Inspection of all products purchased from Premier Distributor is the sole responsibility of the customer. We are not responsible for missing items once the items have left our premises. The inspection for items shipped via UPS, FedEx, or Trucking must be made within ten (1) business days of the invoice date. Inspection for Will Call orders must be made at Premier Distributor's warehouse. Failure to do so may constitute a waiver of the customer's right of inspection and will be equivalent to acceptance of the merchandise, regardless of error or fault. Ninety (90)-day limited replacement warranty applies to all products unless otherwise specified. Products subjected to misuse of abuse are non-returnable.

**Returns:**

All returns and exchanges must have a Return Merchandise Authorization (RMA) number visibly written on each carton otherwise they will be rejected. The RMA number will be issued after the customer has filled out and signed the RMA form. Only return the specific quantities and products you are authorized under the RMA. Premier Distributor will not be responsible for the loss of returns without an RMA number. All returns or exchanges must be in original sealed package and accompanied with the original invoice within 10 days after the RMA number has been issued. No returns will be accepted after 30 days. The warranty is only limited to defective items. Premier Distributor liability is limited to the purchase invoice value. All returns are subject to a minimum of twenty-five (25) % restocking fee. Defective accessories may be exchanged for same title only. Due to the nature of the wireless business, no returns will be allowed for discontinued models or items sold at two (2) dollars or less. Credits for returns must be used within one year of the date they were issued and can only be used for future purchases.

**Payment:**

Credit Card: Credit card is preferred for the first order. Customer must complete the Credit Card Authorization form and send copies of the front and back of the Credit Card and drivers license.

C.O.D: For first orders paid by C.O.D Money order or Cashier's check, all boxes will be labeled with a C.O.D tag unless the customer submits the Credit Card Authorization form. C.O.D company check may be accepted upon the completion and approval of the Blanket Resale, Authorization to Release Credit Information, and Credit Card Authorization forms.

ACH: Automated Clearing House payment term will be accepted upon completion and approval of ACH Authorization and Authorization to release Credit Information forms. Any ACH payment returned due to Non Sufficient Funds (N.S.F) will be accessed with a \$25.00 service N.S.F debits may be replaced only by money order, Cashier's check or Credit Card. Any ACH transaction returned to Premier Distributor for NSF may jeopardize future payments with this term. A \$30.00 service charge will be accessed for ACH debits placed on stop payment.

**Account Policies:**

1. Approvals of C.O.D Company Check requires two to three weeks for evaluation of the submitted Business Account Application.
2. Accounts on C.O.D Company Checks or Net terms must only use their Pre-approved company's checking account.
3. 3. Notify us immediately via fax or email for changes to customer's telephone number, address, shipping address UPS/FedEX 3<sup>rd</sup> party account number, etc.
4. Accounts that exceed their established limits will be allowed to place additional orders on Credit Card terms. If the customer feels that the limits are inadequate, they should apply for an account overview.
5. California based customers are required to submit a Resale permit copy.

**Warranty:** Premier Distributor guarantees a 90-day limited warranty on all our products/services unless otherwise stated. No returns will be allowed for discontinued models or items sold at two (2) dollars or less. Limited Warranty for our products covers defect in workmanship. Limited warranty does not cover for phone damage and/or car damage due to use of the aftermarket accessories. We reserve the right to refuse service to anyone. Complete parts required for placement. Prices and service fees are subject to change at any time without notice to you. You acknowledge that Premier Distributor makes no warranty that the services will be uninterrupted, timely, secure, or error-free. No warranty of any kind, whether oral or written, can modify the terms of the disclaimer set forth in this document. In no event shall Premier Distributor or their respective suppliers be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your access to, display of or use of this service or with the delay or inability to access, display or use this service (including, but not limited to, any computer viruses, information, software, linked site, products, and services obtained through this service; or otherwise arising out of the access to, display of or use of this service) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Premier Distributor and/or their suppliers have been advised of the possibility of such damages.