

BEYOND CELL INVOICE TERMS AND CONDITIONS

The Following terms and conditions of sale are hereby incorporated by this reference into any invoice issued by Seller to Buyer and shall govern the rights and obligations of the parties with respect to all transactions between Seller and Buyer. These Invoice Terms and Conditions may not be altered or amended in any manner. Buyer, by accepting delivery of the goods described in Invoices presented by Seller, accepts and agrees to abide by the terms and conditions contained herein.

1. Buyer shall inspect the goods immediately upon their arrival and shall, within 14 days from the date of delivery, give written notice to Seller of any claim that the goods are non-conforming, either in number or description. If Buyer shall fail to give such notice, the goods evidenced by the invoice shall be deemed to conform to the Terms of the purchase order and thereby accepted. Subject to Section 3 hereof, Seller shall make whole any short shipment within 15 days of Buyer's written notice.
2. All sales are final upon acceptance.
3. In the event Seller approves a return of goods, there shall be a thirty percent (30%) restocking fee charge of the original purchase price for all goods returned. Notwithstanding the preceding sentence, goods will not be accepted for return if they are not in their original packaging along with all associated accessories and instruction manuals (if applicable). In addition, buyer shall pay all shipping charges for the return of goods.
4. There shall be a \$25.00 processing charge for each return check.
5. Any expenses incurred as a result of unclaimed goods shall be charged to Buyer.
6. Any unpaid balance shall bear a service charge of one and one-half percent (1 1/2%) per month from the date of the balance is due.
7. In the event goods shipped are defective or Seller is otherwise in breach of the provisions herein, Buyer's sole and exclusive remedy shall be limited to the return of the goods and/or refund of the purchase price. Except as expressly provided herein, in no event shall Seller be liable for any direct and/or indirect damages or any other relief arising out of the use or inability to use any delivered goods, including, but not limited to, lost profits, lost business, or lost opportunity, or any indirect, special, incidental or consequential or exemplary damages, even if Seller has been informed of such possibility; Buyer shall not be entitled to deduct all or any part of the damages resulting from any breach of the terms herein, including the cost of repair or cover from purchase price.
8. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, THAT EXTEND BEYOND THE FACE HEREOF. SELLER HEREBY DISCLAIMS ANY WARRANTRY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
9. The purchase order, the invoice and these invoice terms and conditions shall constitute a single agreement (The "AGREEMENT"). This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue and jurisdiction in any action arising out of this agreement shall be in the Los Angeles County Superior Court, State of California.
10. In the event legal proceedings are commenced to enforce or interpret the terms of this Agreement, and/or to collect any sums due from Buyer, the prevailing party shall be entitled to recover attorney's fees and expenses actually incurred, regardless of whether litigation is commenced or an action filed.

DATE: _____

SELLER: _____ **BUYER:** _____

BY: _____ **BY:** _____

ITS: _____ **ITS:** _____

For Internal Use Only:

Customer ID: _____ Approval by: _____ Date: _____