

## Return Policy

### CompleteOfficeSupplies.com Business Policy (last revised December 16, 2014):

- 1. Entire Agreement.** Any agreement for the purchase of goods and/or services from CompleteOfficeSupplies.com shall be governed by and is made subject to these CompleteOfficeSupplies.com Business Terms and the Returns Policies stated below (collectively, the "Agreement"). This Agreement constitutes the entire agreement between the parties relating to the products and services provided by CompleteOfficeSupplies.com to customer. This Agreement may not be amended or modified except by a written instrument executed by the party against whom enforcement is sought, provided that CompleteOfficeSupplies.com may, at its sole option, revise the Agreement from time to time without notice to Customer by posting the revised Agreement terms on its web site. Prices and availability are subject to change without notice.
- 2. Accuracy of Data.** CompleteOfficeSupplies.com obtains certain data directly from the manufacturer or distributor of certain products. While CompleteOfficeSupplies.com makes every effort to ensure the accuracy of this data, this web site could include typographical errors and/or technical inaccuracies. CompleteOfficeSupplies.com reserves the right to make improvements and/or changes to such data and/or this web site at any time. CompleteOfficeSupplies.com makes no warranty of any kind with respect to the data on this web site or the accuracy of advice given by CompleteOfficeSupplies.com employees, whether or not such advice is made in writing.
- 3. Representations; Changes and Corrections.** Photos may not represent actual product. Monitors and printers are not included with computer systems unless specified. Typographical, product description, pricing and other errors are subject to correction by CompleteOfficeSupplies.com even after orders and/or payment are accepted. Additionally, CompleteOfficeSupplies.com may make pricing changes needed to avoid material profit losses due to manufacturer price changes, changing market conditions or product discontinuation, even after orders and/or payment are accepted. CompleteOfficeSupplies.com may revise or rescind an order to correct an error or pricing issue not detected until after fulfillment of such order, and Customer may either accept CompleteOfficeSupplies.com's proposed revision to the order or rescind the order if such proposed revision is unacceptable. In the event an order is rescinded due to CompleteOfficeSupplies.com's error or pricing adjustment, CompleteOfficeSupplies.com will bear all shipping costs and Customer will receive a full refund for products returned in new condition. Although Internet orders generate an automatic confirmation and response e-mail, CompleteOfficeSupplies.com may change its pricing, product description or specification after any order confirmation or response e-mail but prior to shipment due to errors, changing market conditions, product discontinuation or typographical errors.
- 4. Customer's Responsibility for Certain Shipping Charges.** If Customer requests shipping charges be paid either on a collect basis or on Customer's account with the shipping company, and Customer refuses the shipment or refuses to pay the applicable shipping charges, CompleteOfficeSupplies.com may bill Customer, and Customer agrees to pay CompleteOfficeSupplies.com, for all resulting charges incurred by

- CompleteOfficeSupplies.com either directly or through its supplier.
5. **Delivery.** All equipment will be delivered to Customer f.o.b. from CompleteOfficeSupplies.com's facility or the facilities of any of CompleteOfficeSupplies.com's vendors who are shipping directly to Customer. Regardless of the terms of shipment and who pays for freight, the risk of loss shall pass to Customer when the equipment is delivered to the transportation carrier, and CompleteOfficeSupplies.com is not responsible for any loss or damages to the equipment during shipment. CompleteOfficeSupplies.com strongly recommends that Customer obtain insurance for shipments, as neither CompleteOfficeSupplies.com nor its suppliers will insure such shipments. CompleteOfficeSupplies.com will use its best efforts to meet the delivery time stated but does not, under any circumstances, guarantee delivery by the stated time and is not responsible for any damages caused by the failure to meet the stated delivery time.
  6. **Implementation Plan.** Any implementation dates contained in this Agreement reflect a tentative production schedule and will be confirmed in accordance with Customer's schedule, business needs and product availability. The implementation of any Customer-initiated changes to this Agreement could result in modifications to this Agreement, including pricing, implementation and production schedules. Any requests for modifications shall be subject to CompleteOfficeSupplies.com's acceptance, at prices and scheduling mutually agreeable to the parties.
  7. **Goods Purchased for Export.** If goods herein being purchased are being purchased for purposes of export, Customer must obtain from the U.S. government certain export documentation before shipping to a foreign country. In addition, manufacturers' warranties for exported goods may vary or even be null and void.
  8. **Taxes.** Customer will pay all Federal, state, local, excise and other taxes imposed upon the products and services offered hereunder, excluding the taxes based on CompleteOfficeSupplies.com's income, assets or net worth. Customer may provide CompleteOfficeSupplies.com a tax exemption certificate (subject to review and acceptance by CompleteOfficeSupplies.com's tax department). Any tax imposed by federal, state or other governmental authority on or with respect to the sale, purchase, delivery or use of equipment and services shall be paid by Customer.
  9. **Backup.** Customer is responsible for back-up and other protection of its data against loss, damage or destruction. CompleteOfficeSupplies.com will have no obligation or liability with respect thereto unless caused by its gross negligence or intentional misconduct, which obligations will extend only to data not contained in archival storage, which amount Customer agrees will be no greater than one day's business activity.
  10. **Customer's Specifications.** If any services, products or equipment provided under this Agreement are pursuant to or at the direction of Customer or contain software provided to CompleteOfficeSupplies.com by Customer, Customer agrees to indemnify and hold CompleteOfficeSupplies.com harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any claim by a third party of infringement, or any litigation based thereon, and such obligation shall survive payment therefore by the Customer. CompleteOfficeSupplies.com will rely on the specific instruction, information and/or other software provided by Customer. CompleteOfficeSupplies.com will not be responsible for delays or default in the failure of Customer to provide accurate instructions or information.

11. **Licensing.** Customer understands that for any and all software it authorizes CompleteOfficeSupplies.com to install on Customer machines on behalf of Customer, that Customer accepts responsibility for acquiring valid licenses for installed software products - whether installed as individual software products, part of a software image or any other method. Customer understands that installation of software products by CompleteOfficeSupplies.com does not constitute a right to use the software; a valid software license must be acquired for each product that is installed.
12. **Limited Warranty.** EQUIPMENT, PRODUCTS OR SERVICES PURCHASED BY CUSTOMER FROM CompleteOfficeSupplies.com THAT WERE MANUFACTURED, PRODUCED OR PROVIDED BY THIRD PARTIES ("THIRD PARTY PRODUCTS") ARE PROVIDED ON AN "AS IS" BASIS, AND CompleteOfficeSupplies.com MAKES NO WARRANTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS. If Customer discovers within the applicable warranty period a failure of the Third Party Products to substantially conform to the specifications or a defect in material or workmanship, Customer must promptly notify the manufacturer in writing. Customer will look solely to the third party that manufactured, produced or provided the Third Party Products for recovery on any claim of liability, whether express or implied, and will hold CompleteOfficeSupplies.com harmless therefrom. CompleteOfficeSupplies.com's sole responsibility with respect to Third Party Products shall be to pass through to Customer any manufacturer warranties of the Third Party Products. AS TO PRODUCTS PRODUCED AND SERVICES PROVIDED SOLELY BY CompleteOfficeSupplies.com ("CompleteOfficeSupplies.com PRODUCT"), CompleteOfficeSupplies.com MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS TO THOSE WARRANTIES SPECIFICALLY SET FORTH IN THE SPECIFICATIONS OF THE CompleteOfficeSupplies.com PRODUCT. If CompleteOfficeSupplies.com is unable to correct the failure to conform to any such warranty after a reasonable number of attempts, CompleteOfficeSupplies.com will provide at its option either: (a) replacement equipment, product or service, or (b) a refund of the purchase price. These remedies are Customer's exclusive remedies for breach of warranty on CompleteOfficeSupplies.com Products. Notwithstanding the foregoing, CompleteOfficeSupplies.com product codes beginning with "IVC" (CompleteOfficeSupplies.com Value Center) are sold "AS IS" as open box items, are not warranted by CompleteOfficeSupplies.com and are not returnable to CompleteOfficeSupplies.com for any reason. IVC PRODUCTS HAVE BEEN PREVIOUSLY OPENED AND/OR THE BOX HAS BEEN DAMAGED. IVC PRODUCTS ARE NEITHER OFFERED NOR SOLD AS "NEW" PRODUCTS. MANUFACTURER WARRANTY, IF ANY APPLIES, WILL PROVIDE SOLE COVERAGE FOR IVC PRODUCTS.

Any action for breach of warranty must be commenced within two months following expiration of the applicable warranty. CompleteOfficeSupplies.com does not guarantee product compatibility. Defective and DOA (dead on arrival) product must be reported to Customer Service within 21 calendar days of the invoice date. All order discrepancies (shortages, mislabeled product, damaged product or overages) must be reported to Customer Service within five business days after receipt of the shipment. All non-defective returns must be reported to Customer Service within five business days after receipt of the shipment. Not all products are eligible for return, and not all products that

are eligible for return are to be returned to CompleteOfficeSupplies.com. Carefully review all return policies (below) before making your purchase. Shipping charges are not refundable.

13. **Negation of Warranty.** CompleteOfficeSupplies.com does not warrant (a) product, components or parts not produced by CompleteOfficeSupplies.com, (b) defects caused by failure to provide suitable installation or application environment for the equipment, (c) damage caused by use of the equipment for purposes other than those for which they were intended, (d) damage caused by disaster such as fire, flood, wind and lightning, (e) damage during shipment, (f) damage caused by unauthorized modification or improper installation of the equipment, or (g) any other abuse or misuse by Customer. No agent or employee of CompleteOfficeSupplies.com or any other party is authorized to make any warranty in addition to those made in this Agreement.
14. **Disclaimer of Warranty.** THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND CompleteOfficeSupplies.com HEREBY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
15. **Limitation of Liability.** Except for loss, damage and expense caused by gross negligence or intentional misconduct, neither party shall be liable to the other party for any indirect, special or consequential damages (including loss of profits) arising out of this Agreement, regardless of the form of action or theory of relief. Any liability arising under this Agreement is limited to the total fees and authorized costs received by CompleteOfficeSupplies.com for services rendered pursuant to this Agreement. Further, no action, whether for indemnification or otherwise, regardless of form, arising out of the transactions under this Agreement, may be brought by either party more than one (1) year after the damage, loss or expense occurred, except that an action for non-payment may be brought within one (1) year after the date of last payment. Except as otherwise provided herein, CompleteOfficeSupplies.com is not liable for any claim made by a third party or made by Customer for a third party.
16. **Termination.** CompleteOfficeSupplies.com or Customer may terminate any order made pursuant to this Agreement with or without cause upon five (5) business days prior written notice to the other party. Termination shall not relieve Customer's duty to pay for equipment actually shipped, services actually performed or expenses incurred by CompleteOfficeSupplies.com pursuant to this Agreement.
17. **Confidential and Trade Secret Information.** Neither party to this Agreement will use or disclose to any third party any confidential or proprietary information of the other party, including but not limited to, trade secrets, software applications, technology, know-how, business practices, and pricing information and any and all other documents marked confidential or proprietary, without prior written consent of the discloser thereof. CompleteOfficeSupplies.com, at its election, may make available to Customer a customized website containing confidential Customer account information for the purpose of allowing Customer to purchase products and services for its own account (a "Custom Landing Page"). Customer will be responsible for providing, at its cost, all equipment necessary to gain access to the Custom Landing Page. The content and format of the Custom Landing Page are subject to change at any time and without prior notice.

Such content and format changes may include, but are not limited to, changes in screens, changes in search process, changes in information provided by third parties and changes in format of the information displayed. Access to the Custom Landing Page is subject to interruptions at CompleteOfficeSupplies.com's discretion or as may be caused by communications carriers or other third parties. Entry on to and use of the Custom Landing Page is through a combination of an ID and a password, which will not be effective until activated by CompleteOfficeSupplies.com. Customer agrees that the information displayed on the Custom Landing Page is confidential and agrees to keep its ID and password confidential, to restrict disclosure to those of its employees with a need to know the ID and password (authorized parties), not to permit or accept any benefit or information from access to the Custom Landing Page by unauthorized parties and to report immediately to CompleteOfficeSupplies.com any loss, theft or unauthorized disclosure or use of its ID and password. Unless and until CompleteOfficeSupplies.com receives notification in writing of a breach of security, Customer will remain liable for any unauthorized use of the Custom Landing Page using Customer's ID and password. Unauthorized access to the Custom Landing Page is a breach of this Agreement and may be a violation of local, state and federal law. CompleteOfficeSupplies.com will have the right to deny access to the Custom Landing Page, to cease provision of any Custom Landing Page or to terminate this Agreement, at CompleteOfficeSupplies.com's option, immediately and at any time for a breach of this Agreement by Customer, including, but not limited to, security breaches and disclosure of confidential or proprietary information.

18. **Intellectual Property Rights.** CompleteOfficeSupplies.com shall own all right, title and interest in any preexisting intellectual property used in carrying out the services hereunder or developed or created solely by CompleteOfficeSupplies.com, even if such intellectual property is developed solely to implement the services hereunder. No license to such CompleteOfficeSupplies.com intellectual property is granted hereunder. For the avoidance of doubt, CompleteOfficeSupplies.com shall own all right, title and interest in the diagnostic materials and maintenance tools used or furnished by CompleteOfficeSupplies.com.
19. **Non-Solicitation and Non-Hire.** Both parties agree that during the time that CompleteOfficeSupplies.com is rendering services under the terms of this Agreement and for a one-year period following the cessation of such services, neither party will, directly or indirectly, solicit for hire, or hire, any current or former employee or consultant employed by or hired by the other party.
20. **Nature of Relationship.** CompleteOfficeSupplies.com is acting as an independent contractor to Customer. No personnel employed or engaged by CompleteOfficeSupplies.com to perform the services for Customer will be considered Customer's employees, agents, partners, joint venture partners, or franchisor. Each party to this Agreement agrees to comply with all applicable laws, rules, and ordinances.
21. **Insurance.** CompleteOfficeSupplies.com shall carry adequate insurance coverage to provide Workers compensation insurance as required by applicable state law; employer's liability insurance with limits of at least \$300,000 per occurrence; comprehensive automobile liability insurance with limits of at least \$1,000,000; and comprehensive general liability insurance with limits of at least \$1,000,000.
22. **Governing Law and Venue.** THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE

STATE OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE-OF-LAW RULES. THOSE WHO CHOOSE TO ACCESS THIS SITE FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE. ANY ACTION OR PROCEEDING SEEKING TO ENFORCE ANY PROVISIONS OF, OR BASED ON ANY SUIT ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT AGAINST ANY OF THE PARTIES IN A COURT OF COMPETENT JURISIDICITION. NOTWITHSTANDING THE FOREGOING, CUSTOMER HEREBY AGREES THAT CompleteOfficeSupplies.com MAY BRING ANY ACTION, PROCEEDING OR SUIT RESULTING FROM CUSTOMER'S NON-PAYMENT IN THE COURTS LOCATED IN MARICOPA COUNTY, ARIZONA, AND CUSTOMER HEREBY CONSENTS TO SUCH COURTS' JURISIDICITION.

23. **Other.** The terms, conditions and prices contained in any quote from CompleteOfficeSupplies.com are subject to change until such time as Customer accepts the quote, furnishes payment or an obligation to pay that is satisfactory to CompleteOfficeSupplies.com's Credit Department, and thereby converts or directs the conversion of the quote to an order. CompleteOfficeSupplies.com shall have no obligation to honor any quotes until they are so accepted and converted. Travel expenses, sales tax and freight and delivery are not included in this Agreement and, where applicable to services and products purchased by Customer hereunder, will be the responsibility of the Customer. This Agreement is subject to credit approval by CompleteOfficeSupplies.com. The Customer will provide appropriate credit references upon request and authorize to obtain credit history from such references. If Customer claims exemption from sales tax, an exemption certificate will be provided to CompleteOfficeSupplies.com prior to conversion of any order to which such exemption applies.

**CompleteOfficeSupplies.com Return Policy (last revised April 30, 2007):**

**CompleteOfficeSupplies.com Policies:** You may return products that are purchased directly from CompleteOfficeSupplies.com for a credit or refund of the purchase price paid, less shipping, handling and applicable restocking fees. Any return must be within the applicable return policy period and other requirements below. If you fail to return a product within the return period, then the product is considered accepted and not returnable.

**Manufacturer and Publisher Policies:** Most products sold by CompleteOfficeSupplies.com are subject to a manufacturers' warranty. Please refer to the manufacturer or publisher's website or contact them for further assistance. If a situation extends beyond the manufacturer or publisher's service centers ability to resolve, contact a CompleteOfficeSupplies.com Account Executive or CompleteOfficeSupplies.com's Client Services for further guidance. Generally, products re-sold by CompleteOfficeSupplies.com are subject to the manufacturers' or publishers' warranty that may change based on their requirements. Most manufacturers offer a one year warranty on all new hardware. Some manufacturers and publishers, however, disallow returns. The following

manufacturers of hardware (not all inclusive) are not returnable: Cisco, Hewlett Packard, IBM, APC, Lenovo & Sony. The following publishers of software (not all inclusive) are not returnable: Citrix, IBM Software, Surf Control & Borland.

**Damaged Products:** Refuse all damaged products upon original delivery attempt. If damaged products are accepted from the carrier, then note the damage on the carrier delivery record. Save the product and the original box and packaging. Contact CompleteOfficeSupplies.com's Client Services within **5 days** after receipt of shipment to arrange for a carrier inspection and a pick up of damaged products. Receipt of this information is necessary for CompleteOfficeSupplies.com to file a damage claim with the freight carrier.

**Order Discrepancies:** Contact CompleteOfficeSupplies.com's Client Services within **5 days** after receipt of shipment for all order discrepancies (shortages, mislabeled product or overages).

**Defective/Dead on Arrival (DOA):** Report DOAs to CompleteOfficeSupplies.com's Client Services within **10 days** after receipt of the shipment. Some manufacturers and publishers require DOAs to be handled directly with the manufacturer and in those cases CompleteOfficeSupplies.com's Client Services will provide the contact information. All DOA returns must be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturers packaging, contain all blank warranty cards, accessories and documentation provided by the manufacturer. Incomplete DOA returns will be subject to a minimum 50% restocking fee.

**Hardware:** Unless you have a separate written agreement with CompleteOfficeSupplies.com, all hardware, accessories, peripherals, and parts may be returned if the packaging is unopened and still in its sealed package and returned within **30 days** (if permitted by the manufacturer's return policy) from the date on the packing slip or invoice, whichever is sooner.

**Software:** Unless you have a separate written agreement with CompleteOfficeSupplies.com, all software may be returned if the packaging is unopened and still in its sealed package or if the software was delivered electronically, has not be downloaded and returned within **30 days** (if permitted by the publisher's return policy) from the date on the packing slip or invoice, whichever is sooner. There are no returns accepted for any software that has been opened or for multiple software licenses, unless the publisher authorizes the return.

**Non Returnable Product:** Please note the following products cannot be returned:

- Discontinued items
- Special order items
- Items for which manufacturers will not accept returns
- Custom configurations of systems
- Open units, units which require re-boxing
- Units in an unsuitable resale condition
- Closeout, remanufactured and refurbished products