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Application for Credit Card Terms (Mail/Telephone Order) Page 1

Legal Company Name: _____

Company Address: _____

For the purpose of credit card orders by phone, the undersigned authorizes US itek, inc. the right to charge my account(s) for purchases by the following individuals/cardholders:

Card Number[1]: _____ Expiration Date: _____
 Visa [] MasterCard [] Discover/NOVUS [] American Express [] Diner's Club []

Cardholder's Name: _____

Card Billing Address: _____

Authorized Individuals: _____

Card Number[2]: _____ Expiration Date: _____
 Visa [] MasterCard [] Discover/NOVUS [] American Express [] Diner's Club []

Cardholder's Name: _____

Card Billing Address: _____

Authorized Individuals: _____

Card Number[3]: _____ Expiration Date: _____
 Visa [] MasterCard [] Discover/NOVUS [] American Express [] Diner's Club []

Cardholder's Name: _____

Card Billing Address: _____

Authorized Individuals: _____

I/We hereby certify that the above information is correct th the best of my/our knowledge. If the above information is in correct, causing the credit card company to withhold or charge back payments, US itek, inc. reserves the right to revoke any or all credit limits granted. US itek, inc. will charge interest of 1.5% per month on all invoices considered past due or not paid due to the credit card company's action. If the dispute goes to court, I/We agree to pay all reasonable attorney's fees or collection charges.

If purchases are not shipped to the billing address, I authorize US itek, inc. to levy an additional shipping fee of 3% of invoice total. My alternate shipping address is:

Signature Title & Date

***Please attach a copy of the front and back of the credit card and Driver's License for verification
Terms & Conditions of Sale**

US itek, inc. Warranty, Terms & Conditions

US itek built systems carry a two-year limited parts and labor warranty with lifetime technical support. Technical support and warranty on major brand components must be handled through the manufacturer. One Year Parts warranty on most products, unless otherwise specified, RMA number required for all returns. Hard Drives and Monitors are warranted for 30 days unless otherwise specified. Manufacture warranty applies after 30 days. Telephone technical support is available for hardware and systems sold by US itek to US itek customers only. Support is non-transferable to a third party. Custom system configuration is available upon request. Wholesale prices available for dealers and consultants. All major credit cards accepted. Most systems are shipped within 96 hours of your order. All products and company names are trademarks or registered trademarks of their respective holders. Prices and programs are subject to change without notice. US itek is not responsible for typographical errors. US itek does not support or warranty special order products. Manufacturer warranty and support of special order products is the responsibility of the buyer. All sales of Special Order products are final.

Terms & Conditions

All sales from US itek to purchaser are subject to following terms and conditions.

Limited Product Warranties

US itek warrants to the original purchaser that the purchased products will meet applicable specifications, same to be free from defects in materials under normal use and service. Major brand components have a one to five year manufacturer warranty. Monitors, Hard Drives and Retail packaged components are warranted by the manufacturer after 30 days. OEM CPUs (sold individually as components) have a 30-day DOA replacement warranty. All other components not covered under manufacturer warranty have a one-year replacement/repair warranty. If a component is no longer available, it will be substituted with an item of comparable value at US itek's discretion. US itek built systems carry a standard two-year limited parts and labor warranty. A US itek System is defined as a computer system manufactured by US itek, comprised of a motherboard, main memory, case, power supply, video adapter, input/output controller(s), disk drive(s), monitor, and pre-installed operating system. Extended warranties are available. After 30 days, US itek will repair or replace components only; no credits will be issued (see Product Returns below). The manufacturer's warranty, which may be different than US itek's warranty, applies to any special order items included in or with the system. A new warranty period shall not be established for any replacement products, and such replaced products shall be warranted only for the remainder of the original warranty period. The warranties contained herein do not cover any damage due to accident, misuse, abuse, negligence, or acts of God. All warranty work is performed at US itek's Kenmore, New York location and requires an RMA number (see Product

Returns below). IN NO EVENT WILL US itek BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF US itek HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR DAMAGE DUE TO US itek's NEGLIGENCE OR WILLFUL MISCONDUCT, THE LIMITATION OF US itek's TOTAL LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO US itek UNDER THE INVOICE.

This Limited Warranty gives specific legal rights. One may also have other rights, which vary from state to state. Some states do not allow for the exclusion of consequential damages or the limitation on the duration of implied warranties; accordingly, the exclusion and limitation contained herein may not be applicable in some circumstances.

ANY WARRANTY FOR SOFTWARE INCLUDED ON OR RELATING TO THE PRODUCTS PURCHASED HEREUNDER HAS BEEN SUPPLIED BY THE MANUFACTURER. US itek MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT THERETO AND SHALL HAVE NO LIABILITY IN CONNECTION THEREWITH. Products sold by US itek are not designed for use in life support equipment where malfunction of such product can reasonably be expected to result in personal injury. Purchasers using or selling such products for use in life support equipment do so at their own risk and agree to fully indemnify US itek and the manufacturer of such products for any damages resulting from such use or sale.

If technical advice is offered or given in connection with the use of any products, it will be as an accommodation to purchaser and without charge, and US itek shall have no responsibilities or liabilities whatsoever for the content or use of such advice. Technical support on major brand components, special order components, and retail products is the responsibility of the manufacturer and is not supplied by US itek's technical staff.

Terms of Payment

US itek currently offers terms to schools, government, and Fortune 500 companies with approved purchase orders. US itek accepts Master Card, Visa, Discover/Novus and American Express. Personal, company checks, COD-cash and COD-company check orders are subject to approval prior to shipping. If a check is returned due to insufficient funds, or for any other reason, the drawer will be charged thirty dollars to cover bank charges and administration fees. In the event legal or collection efforts are required to secure payment on an account, then purchaser shall pay all costs of collection and or legal fees. All subsequent orders will be

picked up cash only or shipped COD-Cashier's check/money order until the customer's credit worthiness is evaluated and approved. Purchaser agrees to pay all taxes, however designated, levied or based, on the sales price or payable by US itek with respect thereto. For products priced for resale, the dealer is required to furnish a signed State Sales Tax Exemption certificate. (Example -- required form for dealers in NY State is tax form #ST-120). In order to secure dealer pricing confidentially, no pricing or product information can be provided prior to receiving this verification. Due to constant fluctuation in pricing US itek can not guarantee any quotes. The price at the time the order is placed will be the only valid price.

Product Returns

Please inspect all packages to ensure all parts ordered are included. Any claims must be made within two business days. DOA claims must be made within 7 days upon receipt of goods. A Return Merchandise Authorization (RMA) number must be issued before any product may be returned to US itek. To obtain an RMA number, please call US itek's technical support department with the original invoice number and description of the problem. An RMA number will be issued where appropriate. The number must be displayed clearly on the outside of the shipping package. RMA numbers are good for 14 days from the date of issue and RMA products must be received freight pre-paid, US itek shall not accept COD RMA returns. Software and Special Order items are non-refundable. Refund for credit is only issued with approval within 30 days from invoice date. All non-defective returns will incur a 15% re-stocking fee. Defective returns will be repaired or replaced. Credit is issued to your account by default. Credit memos are good for 60 days from date of issue. Products being returned for credit must be in re-sellable condition, include complete packaging, manuals, cables, etc. If any of these items are missing or damaged, credit cannot be issued. US itek reserves the right to refuse returns for any reason. Special order items must be returned to the manufacturer for warranty and/or repair issues. A special order item is defined as any item that US itek does not keep in general stock and must be ordered, or no longer keeps in general stock at the time of purchase.

SYSTEM CANCELLATIONS AND RETURNS:

Depending on the status of the PC in the build process, a cancellation fee of 5% - 15% will apply to cover labor fees and other charges incurred by US itek. Unopened system returns will be subject to a 15% restocking fee.

Shipping

US itek uses common carriers to ship your package. Shipping charges are prepaid to the carrier and charged on purchaser's invoice. Drop shipments are accommodated for pre-paid orders or open account customers. US itek may ship partial orders unless specified otherwise at the time of the order. Claims for missing items must be made within two days of delivery of your order. It is a purchaser's responsibility to report to the shipper any packages that arrive damaged, as the shipper must inspect the carton and issue a claim number. US itek shall not be liable for any failure or delay in the performance or orders, or in the delivery or

shipment of products, or for any damages suffered by purchaser by reason of such failures or delay. US itek reserves the right in its sole discretion to allocate among purchasers or potential purchasers, to defer or delay the shipment of, any product which is in short supply. The purchaser is responsible for ALL shipping charges incurred on any orders that are refused or canceled. No subsequent orders will be shipped until these charges are paid.

Title

Title to the products sold hereunder will be deemed to pass only to purchaser upon full, complete and final payment of the products. In the event of purchaser's default in payment for the products, purchaser shall be responsible for all costs and expenses incurred by US itek in collection of any sums owing by purchaser, and US itek shall not be obligated to make any further deliveries to purchaser. Such costs and expenses shall include, but are not limited to, reasonable attorney's fees, collection fees and court costs.

Governing Law and Forum

Any dispute regarding the interpretation or validity hereof shall be governed by the laws of the State of New York without regard to conflicts of law. US itek and purchaser hereby agree that any dispute relating to the terms and conditions of sale furnished hereunder shall be subject to the jurisdiction of the courts of New York. Purchaser, by purchasing from US itek, agrees to arbitration, for any and all disputes.
Policies are subject to change without notice.

I certify that I have read and understood the preceding terms and conditions, and signify my acceptance of them:

NAME: _____

SIGNATURE: _____

DATE: _____