

TERMS AND CONDITIONS

We require that all potential customers read and sign it prior to an account being established and placing any orders as it addresses many issues that come up in the course of business. We have tried to address as many situations as possible; however, there are always exceptions that are not covered. If you have any questions or concerns that are not addressed below, send an email to INFO@ZARC.COM or call us at **309-432-3838**.

If the information wherein this agreement is not paid by the date indicated, and it is necessary to take steps to collect on this debt, then the customer agrees to pay all reasonable collection costs, including attorney fees, which are necessary to collect the debt. These terms and conditions and the sale subject hereto shall be governed by the laws of the State of Illinois without regard to its conflict of laws and principles. In the event any proceedings or suit is brought regarding these terms and conditions and the sale subject hereto, such suit shall be brought in the courts of Woodford County, Illinois, the parties hereby agree to personal jurisdiction in said court(s). The person signing/submitting this application certifies that all the application contained in this application and any attachments is true and correct to the best of their information, knowledge, and belief and that they are authorized to sign on behalf of their company. The person signing/submitting this application authorizes the above references to release the applicable credit information.

Terms of Sale: NET 30 for credit approved accounts. Credit cards must be used at time of purchase or otherwise a 3% surcharge will be added. No terms for use of Credit Cards.

FOB: Point: Factory

Freight Allowance: Prepaid for orders over \$ 1000.00 (Continental US Only)

Minimum Initial Order Quantity: 360 Pieces

Minimum Reorder Quantity: 144 Pieces

Minimum Number of Pieces: 1 case (24 Pieces) - all models must be ordered in case lots.

- Standard carry units ship 24 pieces per case.
- MK 9, Mini 9's and Cell extraction units ship 6 pieces per case.

Annual Sale: \$15,000.00 required to maintain account status.

Delivery Time: Ship date - 21 business days via UPS

All Accounts are subject to Zarc Approval.

Payment Methods:

COD: Company check or certified check

VISA/MC/AMEX: Domestic sales only. We do **NOT** accept credit cards for international sales. Credit Cards must be available when order is processed,

Net 30 terms: will be given when credit is established. No shipments to past due accounts.

Wire transfer: For both domestic and international sales.

Purchase Orders: are required from our corporate, and reseller customers and must be either faxed or emailed in advance of product being shipped. This can be faxed to **309-432-3490** or emailed to the following: sales@zarc.com

Acceptance: All orders are subject to acceptance, in whole or part, upon receipt by Zarc. Zarc reserves the right to reject any order, in whole or part, without incurring liability. If Zarc accepts partial acceptance, Zarc will ship the accepted products under the terms and conditions of sale. Purchaser will accept delivery and pay for all products included in shipment.

ZARC DISTRIBUTORS ARE NOT PERMITTED TO SUBMIT BIDS FOR OUT OF STATE ZARC TENDERS WITHOUT FOR PROFESSIONAL PRODUCTS FIRST RECEIVING WRITTEN AUTHORIZATION FROM ZARC. ZARC DISTRIBUTORS ARE NOT ALLOWED TO SUBMIT BIDS FOR ANY STATE CONTRACTS WITHOUT WRITTEN PERMISSION EITHER.

ZARC DEALERS ARE NOT PERMITTED TO SUBMIT BIDS FOR OUT OF STATE ZARC TENDERS FOR PROFESSIONAL PRODUCTS WITHOUT FIRST RECEIVING WRITTEN AUTHORIZATION FROM ZARC.

Limited Warranty ZARC warrants that products sold to Buyer will conform to the model numbers on the Buyer's Purchase Order and the associated product specification sheets. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, INCLUDING LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. ZARC's liability for breach of the above warranty shall be limited to the purchase price of the products sold hereunder.

Buyer expressly acknowledges that the products being sold hereunder may be dangerous to the user or to others if improperly used or used for a purpose other than that intended ZARC's liability for damage under this contract shall in no case exceed the purchase price of the products claimed to not conform to product specifications. In no event will ZARC be liable for any lost profit, consequential, or incidental damages. No claim shall be allowed unless Buyer gives prompt prior written notice. Products shall not be returned to ZARC without ZARC's written permission.

Buyers Obligations: Buyer expressly acknowledges being advised by ZARC that users should be properly trained prior to testing and operation of the products. Buyer acknowledges its responsibility to ascertain and obey all applicable local, state, federal, and provincial laws in regard to procurement, possession, and use of any item provided by ZARC.

Shipping: Zarc will make every effort to ship orders as requested. In the event of delays or non-delivery, Zarc will not incur any liability. Most products are classified as Dangerous Goods and we abide by DOT and IATA shipping regulations. Customers requesting Express Air shipments are responsible of all hazardous materials shipping fees.

Packaging & Completeness: We use industry standard boxes Each box contains a Packing Slip indicating what is contained in the box. It is the customer's responsibility to check the items and to verify the contents, and report any discrepancies immediately to Zarc International, Inc.

Claims: Damage or loss, if occurring during shipping, should be reported to Zarc International, Inc as well as the carrier at once. All claims for product shortage or damage must be made within seven days (7) on receipt of shipment by phone, fax or email.

RMA's: Product can only be returned within 60 days and with an RMA number. Returns are subject to the approval of Zarc International, Inc and are at the company's sole discretion. Merchandise returned without RMA will be refused. Zarc International, Inc will issue a credit for product minus a 25% restocking fee unless defective. Purchaser is responsible for properly packaging all merchandise and return freight pre-paid.

Taxes: If we are shipping out of state, we do not charge Illinois sales tax. Each out of state customer shall be held solely responsible for all sales taxes and other taxes of their respective state and shall not hold Zarc International, Inc liable for any such taxes that occur.

International Sales: We do ship product worldwide; however, international sales require pre-payment by wire. We do not accept VISA/MC/AMEX on international sales. Also refer to the tax section above and see the discussion on tariffs. Please do **NOT** ask us to modify or change prices, descriptions of product, etc. in any way for purposes of export. International sales are not charged tax; however, the purchaser is responsible for all local custom fees, duties, and/or related charges levied by the respective countries of import. Certain products are subject to export controls and licensing. Purchases by our customers must conform with all applicable laws and regulations, including but not necessarily restricted to U.S. Commerce Regulations.. Avoid problems and visit site at <http://bxa.doc.gov/Encryption/Default.htm> and confirm compliance with export regulations.

Order Cancellation: Orders cannot be cancelled once Zarc International, Inc has received a confirming purchase order without written approval from Zarc. All cancelled orders can be subject to a 25% cancellation fee at the sole discretion of Zarc International, Inc.

Trademarks: The names Zarc, Capstun, and Vexor and associated logos are the exclusive property of their respective owners.

Jurisdiction and Venue: You agree that any legal action brought by Zarc International, Inc shall be governed by the laws of the State of Illinois without regard to its conflict of law principles. You further agree that that the sole jurisdiction and venue for any litigation arising from your use of or for orders placed with Zarc International, Inc shall be the appropriate state or Federal court located in Woodford County, Illinois.

Modification of Terms and Conditions: Zarc International, Inc reserves the right to change, modify, or update these Terms and Conditions at our discretion. You agree to periodically review this agreement in order to be aware of any revisions. If the revisions are not acceptable, then you must agree to stop Purchasing and Selling Zarc Products.