



COVID RESELLER AGREEMENT

Covid, Inc. hereby agrees to permit _____, a _____, to act as an authorized Reseller subject to acceptance of the following Terms and Conditions:

I. Payment Terms

Standard payment terms are C.O.D, VISA, MasterCard, Prepayment, and Net Terms. Net Terms are granted at Covid's discretion after an established business relationship between Covid and the Reseller exists and submission and approval of a credit application. Credit will be denied or granted within two weeks after receipt of the credit application.

II. Reseller Pricing

Reseller Pricing is only available after receipt of a valid Reseller Certificate, completion and return of the Covid, Inc. Reseller Agreement, and the submission of a credit application.

III. Taxes

All prices are exclusive of any present or future revenue, excise, or sales taxes and any import duty or brokerage fees. All taxes are the responsibility of the Reseller.

IV. Delivery

Covid will determine the best method of shipment unless the customer specifies, in writing, specific shipping instructions. Covid must approve of the specific shipping instructions. All delivery dates are approximate and are subject to change. Covid reserves the right to ship product for receipt up to five business days prior to requested receipt date. If the Customer arranges ship methods, Covid, Inc. is not responsible for insurance. Reseller prices do not include any shipping or handling charges. Shipping and handling charges are the responsibility of Reseller and will be invoiced when the product ships. Any visible shipping damage must be reported immediately. Any concealed damages must be reported within 48 hours of product receipt.

V. Cancellations and Returns

For an order to be cancelled, a written cancellation request must be received by Covid prior to product shipment. Product returns will be accepted at Covid's discretion within 10 days. To return an order, contact Covid for a RMA number. To receive an RMA, the reseller must be able to present the model number, serial number, invoice number, and reason for return. RMA numbers are only valid for 14 days after issue. Returned products are subject to a 25% Restocking Fee. Full price will be charged for all products returned in non-sellable condition. Only stocked items listed in the Covid Reseller Price List may be returned. Certain stocked products are non-returnable if the anti-static packaging material has been removed. Contact Covid for non-returnable product information. The Reseller is responsible for all shipping and handling charges associated with returns.



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VI. Warranty

Covid hardware products are limited to a 2- year parts and labor warranty. Software products are not under warranty. Out of warranty repairs are billed at \$75.00 per hour plus parts. There is no warranty of merchantability or fitness for a particular purpose for any product unless explicitly stated.

VII. Evaluation Products

Certain stocked items at Covid are available for evaluation by an Authorized Reseller. Evaluation units must have an evaluation purchase order issued by the Reseller. Only Resellers with Net Terms may evaluate products. Evaluation periods are 15 days. The Reseller is responsible for all freight and handling charges associated with the evaluation. If the product is not returned within the evaluation period, Covid will invoice the product and expect payment within 15 days. All evaluation products may be subject to a 25% restocking fee. If the evaluation unit is returned with any damage and is unsellable, the Reseller is responsible for full payment of the product. Covid, Inc. has sole discretion in determining whether a product is salable. There are no evaluations on software, special and custom orders.

VIII. Defective Merchandise

Products received that are not in working order may be returned within 10 days for a replacement. For return of defective merchandise, please contact Covid with the model number, serial number, and specific details regarding the product's defect.

IX. Special and Custom Orders

Any special or custom orders, including OEM products, are non-cancelable orders and non-returnable. Any modification to any Covid product is considered a special and custom order and may not be cancelled or returned.

X. Delinquent Accounts and Not Sufficient Funds Checks

All delinquent accounts will not be able to place orders or receive product from Covid until complete restitution has been made. A \$30.00 returned check fee will be charged for any check returned to Covid as NSF. All costs associated with collecting funds due Covid, including attorneys' fees and court costs, will be the responsibility of the buyer. Once an account violates agreed payment terms, Covid may institute COD or Prepayment terms and request Cashier's Checks. Covid reserves the right to charge interest at the rate of 12% per annum on delinquent accounts.

XI. Choice of law.

Any disputes relating to the Reseller relationship or arising hereunder must be brought in courts of the State of Arizona and Arizona law will be applied.



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XII. Enforcement

Failure by Covid, Inc. to enforce any of the terms and conditions of the Reseller Agreement does not constitute a waiver of any portion of the Reseller Agreement.

XII. Intellectual Property and Proprietary Rights.

Reseller acknowledges that the products, software, and other items purchased or evaluated hereunder are proprietary to Covid and constitute Covid’s property. Reseller further acknowledges that the trade name(s) and trademark(s) on and relating to the items purchased or evaluated hereunder are Covid’s property. Reseller agrees not to copy, duplicate or reproduce any of this property and use it only as specifically authorized by this agreement.

XIII. Agreement to Terms and Conditions

This certificate is given with full knowledge of and subject to the legally prescribed penalties for fraud and evasion. I hereby certify that I have read, understand, and will abide by the Reseller Agreement as stated herein. I further certify that I am authorized to act on behalf of

_____ and commit _____ to the obligations hereunder.

DATE _____ TAX ID/ RESELLER # _____

NAME AS REGISTERED _____

DBA _____

TYPE OF BUSINESS _____

ADDRESS _____

CITY, STATE, ZIP _____

NAME _____ TITLE _____

PHONE _____ FAX _____

WEB _____ EMAIL _____

AUTHORIZED SIGNATURE _____

The _____ of _____