



# [Covid Reseller Agreement]

## I - Payment Terms

Standard payment terms are Visa, MasterCard, American Express, Prepayment, and Net Terms. Net Terms are extended, at Covid's Discretion, based upon approved credit applications.

## II - Reseller Pricing

Reseller Pricing is only available after receipt of a valid Reseller Certificate and completion and return of the Covid, Inc. Reseller Agreement. Covid reserves the right to change pricing at any time without notice and is not responsible for typographical errors.

## 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 - Limited Warranty

Covid brand products carry a 2 year parts and labor warranty. This warranty covers defective material or workmanship only and **DOES NOT** apply to misuse or use under extreme conditions. Covid has the right to evaluate all merchandise claimed as defective. Products must be shipped to Covid prepaid freight along with proof of purchase. Products will only be evaluated after obtaining a Return Authorization Number from a Covid representative. After a product is determined defective, at Covid's sole discretion the item will be repaired or replaced at no charge. Return shipping is customers responsibility.

All other products sold by Covid are under warranty to the customer in accordance to the terms and conditions of the original manufacturer's warranty policy. Warranty takes effect on the date of shipment of product from Covid or vendor direct. The manufacturer's warranty is subject to change without notice. For specific product warranties contact a Covid representative.

## VI - Cancellations and Returns

A written cancellation request must be received by Covid prior to product shipment. Certain products or special order quantities are non-cancelable. Contact Covid for cancelable product information.

Standard, non-custom or non-discontinued products as listed on covid.com are eligible for return. All product returns will be accepted at Covid's discretion and only with prior approval. Please contact a Covid representative for a Return Authorization Number to begin the return process. Customer must be able to present the model number, serial number (if applicable), invoice number, and reason for return. Return Authorization Numbers are valid for 30 days from their date of issue. Return orders must be shipped to Covid freight prepaid and must reference the issued Covid Return Authorization Number.

### **Returns are subject to the following conditions:**

- Unopened products in new, resalable condition returned within 30 days of invoice: no restocking fee.
- Unopened products in new, resalable condition returned within 31–90 days of invoice: 15% restocking fee.
- Unopened products in new, resalable condition returned within 91–120 days of invoice: 35% restocking fee.

To be considered new and resalable products must not show any type of damage. Evidence of damage includes, but is not limited to, physical damage, scratches, scuffs, paint marks, pull marks, absence of packaging or included materials and attachment of labels or other markings. Custom products are nonreturnable. Bulk cable that has been cut by the customer or by Covid, per the customer's request, is nonreturnable. Covid will arrange and pay return freight costs for all defective items when notified within 14-days of invoice. Covid will arrange and pay return freight costs for all Covid incorrect shipments.

## 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 30 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. If the evaluation unit is returned with any damage and is unsellable as new, the Reseller is responsible for full payment of the product. Covid, Inc. has sole discretion in determining whether a product is salable as new. There are no evaluations on software, special and custom orders.

## **VIII - Defective Merchandise**

Products believed to be defective may be returned within 30 days for evaluation and possible replacement. For return of defective merchandise, please contact Covid with the model number, serial number, and specific details regarding the product's defect. Covid will arrange and pay return freight costs for all defective items when notified within 30-days of invoice.

## **IX - Special and Custom Orders**

Any special or custom orders, including OEM products or special order quantities are non-cancelable and non-returnable. Any modification to a Covid product is considered a special and custom order and may not be canceled or returned. Contact a Covid representative for more information on special and custom order returns.

## **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 18% 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.

## **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.

## **XIII - 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.



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## XIV - 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.

**NAME AS REGISTERED** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**CITY** \_\_\_\_\_ **STATE** \_\_\_\_\_ **ZIP** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**WEBSITE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**TAX ID** \_\_\_\_\_

**RESELLER #** \_\_\_\_\_

\*Please attach copy of current reseller certificate

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME** \_\_\_\_\_ **TITLE** \_\_\_\_\_

**SALES CONTACT** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**ACCOUNTS PAYABLE CONTACT** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**PURCHASING CONTACT** \_\_\_\_\_

**PHONE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_