



Salesperson: WEB

# PURCHASE ORDER

**ATTENTION CUSTOMER: Please print, sign and scan and email to:**  
[reseller@net2phone.com](mailto:reseller@net2phone.com)

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL COST
BRNZ		Net2Phone BRONZE Call Shop Kit	\$149.00	
SLVR		Net2Phone SILVER Call Shop Kit	\$299.00	
GLD		Net2Phone GOLD Call Shop Kit	\$499.00	
SUBTOTAL				
SHIPPING AND HANDLING (Add \$265 for each kit)				
TOTAL PAYMENT DUE				

**SHIP TO: Please fill in**


<b>Voltage = 220 volts</b>
<b>Notes:</b>

**PAYMENT METHOD** (Circle One): Wire Transfer      Western Union

**Wire Transfer:** Wachovia Bank, 550 Broad Street, Newark, N.J. 07102  
Routing #: 031-201-467    Credit the Account of Net2Phone Inc.    Account #: 207 995 0019 358

Or

Western Union Quick Pay (only) (Very Fast) (Please use Blue Form Only at Western Union)

(Must use **Quick Pay**, not the regular Western Union):

**\*\* PLEASE NOTE NEW INFORMATION\*\***

Company code/code city:      Net2Phone, NJ \*\*\*\*\*

**Note on the blue form in the "Account Number" section account number 56478654 so we can identify these funds as your wire payment, i.e., account number or name. In addition, please send an email to [reseller@net2phone.com](mailto:reseller@net2phone.com) with the date the wire was sent, the amount of payment and Western union MTCN #. Wiring funds to the correct company/code city will ensure that we receive your Western Union Quick Pay same day as transfer.**

Purchaser's Signature \_\_\_\_\_ Date: \_\_\_\_\_

I ACKNOWLEDGE THAT I HAVE READ AND AGREE TO THE ATTACHED TERMS AND CONDITIONS OF SALE

## **TERMS AND CONDITIONS OF SALE**

The Terms and Conditions of Sale ("Agreement") contained herein constitutes the entire agreement between Net2Phone, Inc. ("Net2Phone") and you ("Customer"). Net2Phone will not be bound by any terms of Customer's order. No form of acceptance except Net2Phone's written or electronic acknowledgement provided to Customer shall constitute valid acceptance of Customer's order. Any such acceptance is expressly conditioned on assent to the terms hereof and the exclusion of all other terms except as may be set forth in a written agreement expressly superseding these terms. Customer shall be deemed to have assented to the terms hereof, whether or not previously received, upon accepting delivery of anything shipped by Net2Phone. If tender of these terms is deemed an offer, acceptance is expressly limited to the terms hereof.

### **1. PRODUCTS**

1.1 "Products" shall mean any hardware or Services identified on: (a) Net2Phone's then current applicable price list; (b) any of Net2Phone's proposals or quotations; or (c) any of Net2Phone's invoices. "Services" shall mean any service offerings by Net2Phone.

1.2 Alterations to any Product which Net2Phone deems necessary to comply with specifications, changed safety standards or governmental regulations, to make a Product non-infringing with respect to any patent, copyright or other proprietary interest, or to otherwise improve a Product may be made at any time by Net2Phone without prior notice to or consent of Customer and such altered Product shall be deemed fully conforming.

### **2. ORDERS**

Customer shall purchase Products by issuing a written purchase order signed by an authorized representative, indicating specific Products, quantity, price, total purchase price, ship-to address, tax exempt certifications (if applicable), and any other special instructions. Any contingencies contained on such order are not binding upon Net2Phone. Net2Phone will accept or reject orders according to its then-current process. All orders are subject to acceptance by Net2Phone at its corporate headquarters.

### **3. SHIPPING AND DELIVERY**

3.1 Shipping dates will be established by Net2Phone upon receipt of orders from Customer.

3.2 Shipping terms are FOB Net2Phone's warehouse. Title shall pass from Net2Phone to Customer upon delivery to the carrier or Customer's representative at the shipping point. Customer shall be responsible for all freight, handling and insurance charges. Unless given written instruction, Net2Phone shall select the carrier. In no event shall Net2Phone have any liability in connection with shipment, nor shall the carrier be deemed to be an agent of Net2Phone. Net2Phone shall not be liable for damage to the shipment or any delays in delivery.

### **4. PRICES AND PAYMENT**

4.1 Prices for Products shall be those specified in the Purchase Order. All prices are FOB Net2Phone's warehouse, and do not include any additional delivery charges which might apply in accordance with these terms.

4.2 All stated prices are exclusive of any taxes, fees and duties (except pursuant to delivery terms agreed by Customer and Net2Phone) or other amounts, however designated, and including without limitation, value added and withholding taxes which are levied or based upon such charges, or upon this Agreement. Any taxes, fees or duties related to Products purchased pursuant to this Agreement shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible.

4.3 All sales shall be prepaid and all payments made in U.S. currency.

### **5. LIMITED WARRANTY**

5.1 Notwithstanding any other provision hereof, Net2Phone's sole and exclusive obligations and Customer's sole and exclusive remedy for any hardware sold hereunder are set forth in Net2Phone's Limited Warranty Statement delivered with the hardware. All Services provided by Net2Phone are provided "as is". Net2Phone does not warrant that the Services will be uninterrupted or error-free or will operate without packet loss or interruption.

5.2 The warranties and conditions set out above and in the Limited Warranty Statement are in lieu of all other warranties, conditions and other terms, express or implied, all of which are excluded, including, without limitation, those of satisfactory quality, fitness for a particular purpose, against infringement or reasonable care and skill. If Customer is an authorized reseller of Net2Phone, Customer shall not make any warranty commitments or give any representations whether written or oral on Net2Phone's behalf or make any modifications, extensions or additions to the above warranties and conditions.

5.3 In no event shall Net2Phone's or its suppliers' liability to Customer under this warranty, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer for the product subject to the warranty claim.

5.4 In all cases of Customer's direct purchase of Product, where a Product is returned to Net2Phone, Customer shall call and obtain a Return Material Authorization ("RMA") number from Net2Phone. For all indirect purchases, Customer must contact the seller from which the Product was purchased to obtain its remedy.

5.5 For Product returned to Net2Phone, Customer is responsible for:

- (a) proper packing of hardware being shipped to Net2Phone, including description of the failure and written specification of any other changes or alteration of the Product, such as hardware or firmware updates;
- (b) insurance of all packages for replacement cost;
- (c) shipment costs to Net2Phone;
- (d) return of defective hardware to Net2Phone within ten (10) days after issuance of the RMA number; and
- (e) compliance with Net2Phone's RMA procedure for all shipments to Net2Phone, as follows:
  - (i) each request to Net2Phone for an RMA number must specify the number, type, and serial number for each hardware item to be replaced; Net2Phone will provide the local RMA shipment address upon request; and
  - (ii) Product sent back to Net2Phone must agree exactly in the number, type, and serial numbers associated with the RMA transaction.

### **6. EXPORT RESTRICTIONS**

Customer shall obtain all licenses, permits and approvals required by any government and shall comply with all applicable laws, rules, policies and procedures of the applicable Government, and other competent authorities in the use or sale of the Products. Customer will indemnify and hold harmless Net2Phone for any violation or alleged violation by Customer of such laws, rules, policies or procedures. Customer shall not transmit, export or re-export, directly or indirectly, separately or as part of any system, the Products or any technical data (including processes and services) received from Net2Phone, without first obtaining any license required by the applicable Government, including without limitation, the United States Government and/or any other applicable competent authority. By accepting delivery, Customer agrees that none of the Products or technical data supplied by Net2Phone under this Agreement will be sold or otherwise transferred to any US-embargoed destination, any entity subject to a US denial order, or made available for use by or for, any military end-user, or in any military end-use located in or operating under the authority of any country identified in Country Group D:1 under Supplement No. 1 to Part 740 of the EAR without a US license. Customer also certifies that none of the products or technical data supplied by Net2Phone under this Agreement will be sold or otherwise transferred to, or made available for use by or for, any entity that is engaged in the design, development, production or use of nuclear, biological or chemical weapons or missile technology.

### **7. CONFIDENTIAL INFORMATION**

Customer shall hold confidential and shall not use or permit others to use any confidential information identified as such in writing or orally by Net2Phone or information which Customer knows or has reason to know is confidential, proprietary or trade secret information of Net2Phone.

### **8. LIMITATION OF LIABILITY**

All liability of Net2Phone and its suppliers shall be limited to money paid for the Products to Net2Phone under this Agreement.

### **9. CONSEQUENTIAL DAMAGES WAIVER**

In no event shall Net2Phone or its suppliers be liable for any loss of use, interruption of business, lost profits, or lost data, or indirect, special, incidental, or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability, or otherwise, even if Net2Phone or its suppliers have been advised of the possibility of such damages.

#### **10. GENERAL TERMS**

10.1 The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of New Jersey, United States of America, as if performed wholly within the state and without giving effect to the principles of conflict of law. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods.

10.2 Net2Phone shall not be liable for any delay or failure in performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics, and similar occurrences beyond Net2Phone's reasonable control.

10.3 No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of this or any other right under this Agreement.

10.4 Neither this Agreement nor any rights under this Agreement, other than monies due or to become due, shall be assigned or otherwise transferred by Customer (by operation of law or otherwise) without the prior written consent of Net2Phone. This Agreement shall bind and inure to the benefit of the successors and permitted assigns of the parties.

10.5 In the event that any of the terms of this Agreement become or are declared to be illegal by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect.

10.6 Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

10.7 This Agreement, including the Product warranty referenced herein, constitutes the entire agreement between the parties hereto concerning the subject matter of this Agreement, and there are no understandings, agreements, representations, conditions, warranties, or other terms, express or implied, which are not specified herein. This Agreement may only be modified by a written document executed by authorized representatives of Net2Phone and Customer.