

POLICIES, TERMS & CONDITIONS

Stillwater Communications requires that its client(s) understand and agree to certain policies and procedures related to product purchases and returns. Acceptance of, and compliance with, these policies and procedures is required in order to affect the company's warranty programs.

Stillwater Communications Policies

- Agreement
- Warranty
- Product Returns
- Manufacturer Authorizations
- Licensed Software
- Default
- Selling Equipment to Stillwater Communications
- Privacy
- Trademarks

Agreement

By placing an order (via purchase order or otherwise) in connection with the quote ("Quote") provided to you, you accept the Quote and the terms and conditions set forth below, and agree that the same shall constitute a valid and binding contract (the "Agreement") between you and Stillwater Communications. Stillwater Communications reserves the right to accept or reject at its (Stillwater Communications) sole discretion any and all orders that do not comply with the terms set forth in said Quote, or any order that is not placed within 5 days of the date Quote was created. The terms of Agreement shall be binding upon or shall inure to the benefit of the parties hereto, their assigns, heirs, administrators, executors, or successors including without limitation any end-users of the equipment sold hereunder. Invoice due 30 days from date Seller ships the equipment or makes the software and/or services available to buyer. Buyer will accept partial shipments and pay respective invoices according to 30-day terms. Once the order is placed, buyer agrees to pay a mandatory, non-refundable 25% restocking fee if buyer decides to cancel prior to shipment. Special order equipment is non-returnable, non-cancellable; regardless if parts have shipped. All items found in this quote/order are governed under the policies and conditions found on our website. By submitting an order, you acknowledge and agree to our company policies.

Warranty

Every piece of "Unused, Unopened, Pre-owned Surplus" networking equipment sold by Stillwater Communications is fully-guaranteed and comes with a 90-day replacement only warranty. Every piece of "Used or Refurbished" networking equipment sold by Stillwater Communications is fully-guaranteed and comes with a 30-day replacement only warranty. Advanced replacement of defective equipment is included; often with next-day delivery based on equipment availability Limited 8x5 technical support from manufacturer certified technicians is immediately available on all "Unused, Unopened, Pre-owned Surplus" equipment. Advanced troubleshooting is only available to customers with safeTnet maintenance contracts. Stillwater Communications' warranties and returns are subject to acceptance of, and compliance with, Stillwater Communications policies and procedures. Extended two-year, five-year and lifetime warranties are available. Warranty extensions must be purchased prior to expiration of existing warranty.

Product Returns

Stillwater Communications will authorize returns and electronically issue an Authorized RMA # for the following reasons:

- "Unused, Unopened, Pre-owned Surplus" equipment is DOA or is found to be defective within 90 days from date of invoice.
- "Used or Refurbished" equipment is DOA or is found to be defective within 30 days from date of invoice.

Returns of "Unused, Unopened, Pre-owned Surplus" Working Product

Product returns are subject to Stillwater Communications approval and at the Company's sole discretion, Stillwater Communications will issue a credit - less a 25% re-stocking fee - on all returns of working product, provided that the following conditions are met

- Client follows the requisite procedures described below (see "Procedures: Returns of Working Product").
- Client returns product within 30 calendar days from date of invoice.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Product received after 30 calendar days will not be eligible for credit. Warranties, service agreements, licenses, etc. are not eligible for return; contact your sales representative if you have any questions about product eligibility. Procedures: Returns of "Unused, Unopened, Pre-owned Surplus"

Working Product

1. If you (the client) would like to return a product, and it is still within 30 calendar days from the original date of purchase, please contact your Stillwater Communications Sales Associate
2. If the return is approved by Stillwater Communications you must re-package the product such that Stillwater Communications receives it in the same condition in which it was originally delivered, sealed in the product packaging and then re-packaged in a neutral box. Working product must be received by Stillwater Communications within 30 calendar days of original receipt.
3. Working product returns originally quoted and sold as "Unused, Unopened, Pre-owned Surplus equipment" must be returned with the manufacturer seal intact in order to be eligible for full credit – less a mandatory 25% re-stocking fee.
4. Client is responsible for all freight charges incurred when returning Working product. "Used or Refurbished" Working Product is not eligible for return.

Returns of Non-Working/Defective "Unused, Unopened, Pre-owned Surplus" Product

Stillwater Communications will replace all non-working/defective ("defective") "Unused, Unopened, Pre-owned Surplus" product (on a best-efforts basis) within 90-days from date of invoice provided that the following conditions are met:

- Client follows the requisite procedures described above in "Procedures: Returns of Working Product".
- RMA is approved within 90-days from the original date of purchase on new hardware, or within extended warranty period if applicable.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Returns of Non-Working/Defective "Used or Refurbished" Product

- Stillwater Communications will replace all non-working/defective ("defective") "Used or Refurbished" product (on a best-efforts basis) within thirty days from date of invoice provided that the following conditions are met:
- Client follows the requisite procedures described below in "Procedures: Returns of Non-working/Defective Product".
- RMA is approved within 30 days from the original date of purchase on used hardware, or within extended warranty period if applicable.
- Client returns product in the condition in which it was delivered (all product received otherwise will not be accepted).

Procedure: Returns of Non-working/Defective Product

1. If your (the client's) product appears to be defective or is not functioning properly, please contact your Stillwater Communications Sales Representative at 1 (800) 551-6065.

2. If Stillwater Communications approves the return of a non-working/defective ("defective") product, you must re-package the defective product such that Stillwater Communications receives it in the same condition in which it was originally delivered. Defective product must be returned within 30 calendar days of replacement (see policies above).
3. Authorized RMA number must be noted on the shipping label.
4. In most cases, Stillwater Communications will accept responsibility for the cost of freight.
5. In the event Stillwater Communications cannot replace your product in a timely fashion, Stillwater Communications will issue a credit.

Manufacturer

We provide a new solution; defined as unused, unopened, pre-owned surplus equipment. Stillwater Communications does not represent any manufacturer and as such cannot be held liable for any damages pertaining to manufacturer contracts unrelated to Stillwater Communications caused by or in result of doing business with Stillwater Communications. Stillwater Communications is an independent distributor not affiliated with any original equipment manufacturer, or their respective authorized channels, and manufacturer interference is not grounds for cancellation of a purchase order or waiver of our company restocking fees. Any and all Equipment provided is considered to fall within these definitions and supersedes any document, written or verbal agreement, or notice that states otherwise. Fair notice of these definitions has been provided and made available on every Stillwater Communications Quote, and is available at any time on the Stillwater Communications website.

Software

Any software listed on the Quote will be subject to your separate license agreement with the owner or distributor ("licensor") except as the agreement may conflict with the terms of this Agreement. You will comply with all non-conflicting terms and look solely to the licensor for satisfaction of all claims and warranties relating to the software. Software licensing is the responsibility of the user and may not be available through the manufacturer. Manufacturer service contract eligibility is determined by the manufacturer and is subject to revocation by the manufacturer in its sole discretion. Licensor software updates are within the sole discretion of the licensor. Stillwater Communications is an independent distributor and is not affiliated with any licensor or their authorized sales channels. Stillwater Communications does not represent any licensor and cannot be held liable, directly or indirectly, for any damages or losses caused by licensor's failure or refusal to update any software or licensor's termination of any license to use software or equipment.

Default

If you breach any of your obligations under this Agreement, Stillwater Communications, at its option and without notice declare you in default, may: (a) terminate the Agreement; (b) take possession of the Equipment without court order, posting of bond or other process and without liability for damages; (c) retain any deposit as liquidated damages; (d) recover its expenses including reasonable attorneys' fees incurred from you in any collection efforts; and/or (e) exercise any other remedies available to it at law or in equity, including without limitation those remedies available under the Uniform Commercial Code. Any action or proceeding arising out of this Agreement or to enforce terms of the terms of this Agreement shall be filed in the Superior Court of the State of California for the County of Orange, and this Agreement, having been entered into and executed in the State of California, shall be interpreted in accordance with the laws of said State. In the event that any party hereto shall commence legal proceedings to enforce the terms hereof, or to declare rights hereunder, as a result of any breach of any provision of this Agreement, the prevailing party in any such proceeding shall be entitled to recover from the losing party its costs of suit, including reasonable attorneys' fees and expert witness fees, as may be fixed by the court. I have read and acknowledge the terms and conditions set by Stillwater Communications.

Selling Equipment to Stillwater Communications

Stillwater Communications honors its commitments and expects equipment suppliers to do the same. If we buy equipment that is not in good physical and working condition with valid serial numbers, we expect vendors to refund payments or replace the item within one week. Stillwater Communications will only buy from legitimate suppliers who have clear and free title to the equipment. To request a bid for your equipment, contact your Stillwater Communications Sales Associate, or call 1 (800) 551-6065.

Privacy Policy

Stillwater Communications is committed to respecting your privacy. Stillwater Communications provides this online privacy statement to make you aware of our privacy policy and practices and of the choices you can make about the way your information is collected and used. In general, you can visit www.StillwaterComm.com without telling us who you are or revealing any personal information about yourself.

However, there are times when we may need information from you, such as your name, business address and e-mail address. We may also ask that you respond to questions about your business and areas of interest. Stillwater Communications will let you know before we collect any personal information from you over the Internet. When you choose to give us personal information over the Internet, Stillwater Communications will earnestly attempt to let you know how we will use this information. Stillwater Communications will also seek to take appropriate steps to protect the information you share with us, including using appropriate technology for credit card data used in electronic commerce transactions.

When Stillwater Communications receives information about your session or about you, we may use it for research or to improve our site and the services we offer you. We will ask you if you want us to use that information to continue contact with you by Stillwater Communications via e-mail or other means, for example, to send you new product information or notification of special offers. If you do not want us to contact you, you can choose to "unsubscribe" or "opt-out," and Stillwater Communications will respect your wishes.

Stillwater Communications will not sell, rent, or lease your personally identifiable information to others. Stillwater Communications will not use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without first letting you know and offering you a choice. As previously stated, we will also provide you the opportunity to let us know if you do not wish to receive unsolicited direct marketing materials from us and we will do everything we can to honor such requests. Local country laws and policies are applied where they differ from those in the U.S. In general, IP addresses (the Internet address of a computer) are logged to track a user's session while the user remains anonymous. We analyze this data for certain trends and statistics, such as which parts of our site users are visiting and how long they spend there. In general, we do not link your IP addresses to anything personally identifiable to you.

Some Stillwater Communications web pages use "cookies," which are small files that may be placed on your hard disk for record-keeping purposes. A cookie helps us remember who you are. It is like when someone frequently visits a certain store, the clerk may not know the customer by name, but recognizes the customer and knows some of that customer's preferences. Similarly, cookies can make your subsequent visits to the Web page simpler and more seamless. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it or not. (However, by not accepting cookies, some Web pages may not display properly, or you may not be permitted to access certain information.)

If you have any questions or comments about our privacy practices, would like to stop receiving information from Stillwater Communications or would like to correct or update information provided to Stillwater Communications via its Web site, please contact us by calling 1 (800) 551-6065.

Trademarks

The trademarks, logos and service marks ("Marks") displayed on this Web site are the property of Stillwater Communications, its affiliates or other third parties. Users are not permitted to use these Marks without the prior written consent of Stillwater Communications or such third party which may own the Mark.

"Stillwater Communications" and Stillwater Communications logo are registered trademarks of Stillwater Communications, LLC.

"Stillwater Communications," are trademarks of Stillwater Communications and/or its affiliates.

Marks of Other Parties

AMD, AMD Opteron, and Opteron are trademarks, service marks or registered trademarks of Advanced Micro Devices, Inc. in the United States , other countries or both.

FireGL and FireMV are trademarks, service marks or registered trademarks of ATI Technologies Inc. in the United States , other countries or both.

This material is not sponsored by, endorsed by, or affiliated with Cisco Systems, Inc. Cisco, Cisco Systems, Catalyst, SMARTnet and the Cisco Systems logo are registered trademarks or trademarks of Cisco Systems, Inc. and/or its affiliates in the United States and certain other countries.

IBM, AS/400, AS/400e, RS/6000, iSeries, pSeries, xSeries, and zSeries are trademarks, service marks or registered trademarks of International Business Machines Corporation in the United States , other countries, or both.

Hewlett-Packard, Hewlett-Packard Enterprise, Aruba Networks is a trademark, service mark or registered trademark of Hewlett-Packard Company or its subsidiaries in the United States , other countries, or both.

Intel, Intel Inside, Celeron, Intel Xeon, Intel SpeedStep, Itanium, and Pentium are trademarks, service marks or registered trademarks of Intel Corporation or its subsidiaries in the United States , other countries, or both.

Avaya is a trademark, service mark or registered trademark of Avaya Corporation or its subsidiaries in the United States , other countries, or both.

3Com is a trademark, service mark or registered trademark of 3Com Corporation or its subsidiaries in the United States , other countries, or both.

Microsoft, Windows, Windows NT, and the Windows logo are trademarks, service marks or registered trademarks of Microsoft Corporation in the United States , other countries, or both.

SPARC and UltraSPARC are trademarks, service marks or registered trademarks of SPARC International, Inc. in the United States , other countries or both.

Java, iForce, Solaris, Sun, Sun Fire, and Sun Microsystems are trademarks or registered trademarks of Sun Microsystems, Inc. in the U.S. or other countries. UNIX is a registered trademark of The Open Group in the United States , other countries, or both.

Linux is a registered trademark of Linus Torvalds in the United States , other countries, or both.

VMware is a trademark, service mark or registered trademark of VMware, Inc. in the United States, other countries or both. Other company, product, or service names may be trademarks, service marks or registered trademarks of others.