

LinkTV Media (Linkbox)

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ORDER FORM

Order Number:

Date:

If you wish to charge the amount of your purchase to your credit cards account, please print and complete the information requested below and fax this form to **LinkTV Media** fax line: (818)768-5040 or e-mail linkboxusa@gmail.com. This Order is subject to the Terms and Conditions printed on the next page.

Company Name:
Street:

Ship To:
Street:

City:

City:

State:
ZIP:

Tel:
Fax:
Email:

State:
ZIP:

Tel:
Fax:
Email:

QTY	ITEM	DESCRIPTION	UNIT PRICE	TOTAL

BY SIGNING BELOW, YOU AGREE TO THE TERMS AND CONDITIONS PRINTED ON PAGE 2.

SUBTOTAL

TAX, CA only 8.75%

SHIPPING & HANDLING

OTHER

TOTAL

BUYER

Bank Wire Transfer:

Credit Card Purchase Authorization:

Charge to: VISA
 MASTERCARD
 American Express

Card#: _____
 Expiration Date: _____

Card Holder's Signature

Date

NOTE:

Authorized by

Date

TERMS AND CONDITIONS

This Order is subject to the following Terms and Conditions:

1. **Order.** This Order constitutes Buyer's offer to purchase the materials, services and articles, described elsewhere in this Order. The provisions hereof are expressly incorporated into Buyer's Order.

2. **Controlling Document.** These Terms and Conditions represent the sole understanding between Panarex Electronics, Inc. ("Seller") Seller and Buyer. Seller's sale of goods or provision of services to Buyer is expressly conditioned on Buyer's assent to the Terms and Conditions set forth herein. Seller agrees to furnish the products and/or services covered hereby only upon these Terms and Conditions. Except as specifically shown on the face hereof, this document constitutes the entire agreement of the parties with respect to the subject matter hereof and cancels and supersedes all prior communications, understandings and agreements. No term or condition of Buyer's order that is inconsistent with or in addition to these Terms and Conditions shall be binding on Seller. Unless Buyer notifies Seller in writing to the contrary within ten (10) days after receipt of these Terms and Conditions, Buyer's acceptance of these Terms and Conditions shall be conclusively presumed. The inclusion of any inconsistent or additional terms in any printed form of purchase order shall not constitute such notice unless such terms are brought to Seller's attention and accepted by Seller in a separate writing. In the absence of such notification and acceptance, the sale and shipment by Seller of the goods covered hereby shall be conclusively presumed to be covered by these Terms and Conditions. No waiver, alteration or modification of any of the provisions of these Terms and Conditions shall be binding on Seller unless made in writing and signed by a duly authorized representative of Seller. All Orders must be approved and accepted by Seller at its home office.

3. **Delivery and Delay.** Delivery of goods covered hereby to a carrier at Seller's plant or other loading point shall constitute delivery to Buyer. All costs of transportation and risks of loss or damage of goods in transit shall be borne by Buyer and any such loss or damage shall not relieve Buyer of any obligation hereunder. Seller reserves the right to make partial deliveries. Seller shall not be liable for any loss or damage (including without limitation consequential or punitive damages) as a result of any failure of Seller to perform, any delay in delivery due to any cause beyond Seller's reasonable control including, but not limited to, acts of God, acts of Buyer, fire, explosion, theft, accident, flood, weather, war, sabotage, riot, epidemic, act of civil disobedience, slow down, strikes or other labor difficulties, embargo, government act, regulation, rule, ordinance, or request, or inability to obtain necessary labor, materials, manufacturing facilities, or transportation. Shipping dates are estimates only and are dependent upon prompt receipt of all necessary information from Buyer. In any event, no breach shall be found if the goods herein specified are delivered within a reasonable time after the delivery date set forth. Unless Seller specifically agrees otherwise in writing, all items shall be packaged and packed in accordance with Seller's standard practices, and all goods shall be shipped uninsured.

4. **Compliance With Laws.** In the use and distribution of the goods sold pursuant hereto, Buyer shall comply with all applicable federal, state and local laws and regulations.

5. **Sales of Counterfeit or Infringing Products.** Buyer shall not sell any product which is a counterfeit of Seller's product or which infringes any Seller's intellectual property rights, including Seller's PANSAT® and other trademarks, copyrights, patents, or trade secrets ("Unauthorized Product"). Buyer understands that the manufacture and sale of counterfeit products may be subject to criminal prosecution and monetary damages up to \$200,000.00 per violation. Buyer agrees to notify Seller immediately if it becomes aware of the import, export, sale, offer for sale, or existence of any Unauthorized Product. Buyer agrees to assist Seller in its attempts, if any, to stop distribution of any Unauthorized Product.

6. **Proper Use.** Buyer shall instruct those to whom it resells products on the legal and proper use of such products. Buyer shall not modify the goods in any way which allows the goods to enable a user to violate any state, federal or local law or regulation. Buyer agrees to defend, indemnify, and hold harmless Seller from any and all claims or losses arising from improper or illegal use or modification of the products by Buyer or any entity to whom Buyer resells products.

Warning. It is illegal to use this product to intercept or receive satellite/cable services unless authorized to do so by a satellite/cable provider. Buyer agrees not to use this product to pirate encoded satellite/cable signals or to distribute said product to others for this purpose.

7. **Third Party Infringement.** Buyer shall promptly notify Seller of any use by any third party of Seller's trademarks or any use by such third parties of confusingly similar marks which may constitute an infringement of Seller's trademarks. Seller reserves the right at its sole discretion to take action against such third parties. Buyer agrees to cooperate fully with Seller in any action taken by Seller against such third parties and all damages which may be awarded or agreed upon in settlement of such action shall accrue to Seller.

8. **Proprietary Information and Trade Secrets.** Buyer will treat as confidential and will not, without the prior written approval of Seller, use (other than in the performance of its duties hereunder), publish, disclose, copyright or authorize anyone else to use, publish, disclose or copyright, any information which constitutes trade secrets or proprietary information of Seller.

9. **Limited Warranty.** Seller warrants to Buyer only that all new goods manufactured by Seller for delivery under these Terms and Conditions are free from defects in material and workmanship under normal use and specified operating conditions for one year from the date of shipment. This Warranty is extended to consumers who purchase from Buyer and shall be effective for one year after such subsequent sale. Buyer shall be liable for all duties, transportation charges and any other special charges associated with the enforcement of this warranty. At its option, Seller will repair or replace any defective or nonconforming product or refund the purchase price therefore. **THE FOREGOING WARRANTY IS EXCLUSIVE OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING CONSTITUTES BUYER'S SOLE AND EXCLUSIVE REMEDY. SELLER SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR EXPENDED ON SUCH GOODS BY BUYER OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES BY REASON OF THE FACT THAT SUCH GOODS ARE NONCONFORMING OR DEFECTIVE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE OF THE GOODS OR SERVICES.** Seller shall in no event be responsible for damages or other defects attributable to work done other than by Seller personnel, and Seller shall not be obligated to repair or replace any goods rendered defective, in whole or in part, by external cause such as, but not limited to, modification by others such as Buyer or Buyer's customers, catastrophe, power failure or transients, over voltage on interface, environmental extremes, or improper use, maintenance, or application. Seller assumes no responsibility for the continued programming of the networks accessed with this equipment.

10. **Discontinuance, Substitutes, or Changes.** Seller reserves the right, at its sole discretion, to discontinue manufacturing or supplying any product or service which has not been firmly scheduled for delivery or provision to Buyer. Seller may substitute materials of comparable quality for materials that are unobtainable due to priorities or regulation by government authority or failure of suppliers to deliver.

11. **Return and Refund Policy.** Seller will only accept equipment for exchange or store credit that is in as-sold condition, with all original packaging and hardware, within 30 days of original purchase date. All returns are subject to 20% restocking charge. No returns or refunds are allowed on antennas, special orders and closeout models. No refund on shipping and handling charges.

12. **Indemnification.** Buyer agrees to defend, indemnify and hold Seller harmless, including Seller's directors, officers, employees, agents, subsidiaries, affiliates, subcontractors and assignees, or any of them, from and against any claim or loss arising out of, resulting from, caused by, or directly or indirectly relating to the terms and agreements set forth herein, for which Seller is not solely liable.

13. **Security Interest.** Buyer hereby grants Seller a purchase money security interest in all goods delivered hereunder and in the proceeds from sale, exchange, collection, or deposition thereof, until Buyer has paid for such goods in full. Buyer shall, upon request by Seller, provide all information and signature required by Seller to perfect such security interest. Seller reserves all rights granted to a secured creditor under the Uniform Commercial Code of California including but not limited to the right to repossess upon demand all goods delivered hereunder if Buyer fails to make timely payments. To simplify such repossession, Seller may require the Buyer to assemble the collateral and make it available to Seller at a place reasonably convenient to both parties and designated by Seller.

14. **Taxes and Other Charges.** Any manufacturer's tax, sales tax, use tax, excise tax, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed currently or in the future by any federal, state, or other governmental authority, upon or with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the goods or services covered hereby, including without limitation taxes, freight charges, U.S. customs duties, fees, or charges upon or measured by the receipts from the sale thereof shall be paid by Buyer in addition to the prices quoted or invoiced. The amount of any such tax, fee or charge may be added to the invoice as a desperate charge to be paid by Buyer unless Buyer has furnished Seller with satisfactory evidence of an exemption therefrom prior to shipment. If Seller is required to pay any such tax, fee, or charge, Buyer shall reimburse Seller therefore.

15. **Effect Of Invalidity.** The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

16. **Rights, Remedies And Waivers.** The rights and remedies provided to Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

17. **Force Majeure.** Neither Buyer nor Seller shall be in default under this Agreement if such default results from compliance with government laws or regulations, acts of God, acts of civil or military authority, judicial action, defaults of vendors, labor disputes, strikes, failure or delays in transportation, embargoes, wars or riots, fires, flooding or water damage, the inability of Seller or its vendors to secure adequate material, labor or facilities, or the inability of carriers to make scheduled deliveries.

18. **Governing Law and Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. Buyer hereby submits to the jurisdiction of the courts located in the State of California for all disputes arising under or related to this Agreement or the transactions contemplated herein.