

**1720 Star Batt Drive**  
**Rochester Hills, MI 48309**  
**Voice: 888.567.5194 / 248.853.5700**  
**Fax: 888.567.5121 / 248.853.5757**

DATE	INVOICE #
5/13/2014	137759

**PAID**  
**05/13/2014**

<b>BILL TO</b>
Valorem Technology, Inc. Justin Sowa 2650 Walnut Ave, Suite H Tustin, CA 92780 jsowa@valoremtech.com

<b>SHIP TO</b>
Valorem Technology, Inc. Justin Sowa 2650 Walnut Ave Suite H Tustin, CA 92780

P.O. NUMBER	TERMS	REP	SHIP	VIA
Yahoo 34619	Paypal	KW	5/13/2014	UPS Ground
QUANTITY	DESCRIPTION	PRICE EACH	AMOUNT	
1	Partner VS Voice Mail R5.0 (4-Port) Like New	368.00	368.00	
1	UPS Ground	10.00	10.00	
Captured transaction \$378.00 - PayPal				
UPS Tracking # 1ZX387X80358271566				
365 Day Warranty			<b>Total</b> \$378.00	

**SALES TERMS AND CONDITIONS**

- SALES PRICE; PAYMENT; TAXES:** Purchaser agrees to pay the unit price of each item of equipment, part or sub-assembly ("Equipment"), less any security deposit, as specified. Interest on any past-due payments shall accrue at the rate of two percent (2%) per month or at the maximum allowable rate allowed by law. All prices are exclusive of applicable taxes or other charges imposed by law and are F.O.B. seller's dock or other specific site. All taxes or other charges will be added to the price and itemized or invoiced separately. The purchase price, together with any accrued interest, taxes, or other charges, is due on demand unless provided otherwise in writing.
- RETURN POLICY:** Returns are subject to a 25% restocking fee plus shipping charges. Returns will only be accepted within 10 calendars of delivery. All equipment must be returned in original packaging in original condition. Purchaser may return Equipment purchased hereunder only upon prior authorization from Seller and provided that a return authorization ("RA") supplied by Seller accompanies the returned Equipment.
- WARRANTIES; DISCLAIMERS:** SELLER will not be responsible for damaged or missing items unless notified within five working days. With the exception of those sales identified on the Sales Agreement or Invoice as "as-is no warranties," Seller warrants the Equipment as follows: The Equipment will be free from defects in material and workmanship for the period of time specified on the original Sales Agreement or Invoice. If no period of time is specified, the term of the warranty shall be one (1) month. The warranty period shall run from the date of shipment to Purchaser. Purchaser expressly waives any claim against the Seller, not being the manufacturer of the equipment, related to failure of the Equipment to function without error or interruption related to date data from more than one century. As used herein "date data" means any data or input, which includes any indication or or reference to date.  
Purchaser acknowledges that it is not relying on Seller's skill or judgment to select or furnish any particular item of Equipment for any particular purpose and that there are no warranties which are not contained in this Sales Agreement or Invoice. Seller shall not be liable for damages, including special, incidental, or consequential damages, arising out of or in connection with performance of the equipment or its use by Purchaser. All software
- FORCE MAJEURE:** Seller shall not be liable for any failure or delay in furnishing the Equipment, materials, or labor resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbance, strike, labor difficulties, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies, shipping facilities, delay of carriers, or any other cause beyond the control of the Seller.
- ARBITRATION VENUE:** In the event of a dispute arising out of the Agreement, or any obligation, representation or warranty contained herein, the parties agree to submit all such disputes to binding arbitration to be held in the City of Rochester Hills, State of Michigan, only. The arbitration shall be conducted pursuant to the rules of the American Arbitration Association. The losing party agrees to pay the prevailing party's attorney's fees and costs and further agrees that the prevailing party may enter any monetary award arising out of the arbitration in any court of competent jurisdiction. Said arbitration shall be before one arbitrator and there shall be limited discovery allowed bearing directly upon the controversy.