



SO Number	SO Date
***	***

Sales Order (SO)

Seller:

ZTE (USA) Inc.
 2425 N. Central Expy, Suite 800,
 Richardson, TX 75080

Purchaser:

[Name]*****
 [Address]*****

Ship to:

[Name]*****
 [Address]*****

Ship	Expected Delivery Date	Payment	Term	Tax Exemption
Standard	****	100% down payment	DDP named place as above	Y/N

Item No.	Description	Quantity	Unit	Unit Price	Extended Amount
1	[Name of Product]	[Quantity]	EA	***	***
2	[Name of Product]	[Quantity]	EA	***	**

Subtotal: ***
 Shipping cost: ***
 Estimate Tax: ***
Total: ***

Note:

This SO is subject to ZTE's Standard Terms and Conditions of Sales Order (attached).

Purchaser's Contact

Name: *****
 Phone: *****
 E-mail: *****

Authorized Signature

Standard Terms and Conditions of Sales Order

1. **Entire Agreement.** These Terms and Conditions ("Agreement") of this Sales Order constitute the entire agreement between ZTE (USA) Inc. ("ZTE") and the purchaser ("Purchaser") and supersedes all prior oral and written negotiations and agreements between them with respect to the products hereunder. No additions to or modifications of this Sales Order shall be effective unless made in writing and signed by ZTE.
2. **Acceptance.** ZTE doesn't accept any purchase order from Purchaser unless an authorized ZTE sales person confirms it in a written Sales Order. ZTE shall not be bound by, any provisions different from or in addition to the provisions of this Agreement, unless ZTE agrees to any such provisions in writing.
3. **Changes.** ZTE may, in its sole discretion, accept Purchaser to vary or cancel the order. Except as herein provided, orders accepted by ZTE may not be varied or cancelled.
4. **Invoicing; Payment.** Payment Term is 100% down payment upon placement of this order. Unless otherwise specified, the price does not include any applicable sales, use, excise and/or withholding taxes; customs duties; fees; freight, insurance and delivery charges; or any other taxes, fees, or charges. All costs incurred for shipping and handling will be borne by Purchaser and reimbursed to ZTE upon demand. All shall be paid without discount, deduction or set off without ZTE's prior written consent.
5. **Shipping and Delivery.** ZTE may deliver the products by more than one consignment. If so, each consignment shall be deemed to be duly performance of this Agreement by ZTE and there is no default or failure on ZTE. Unless otherwise specified, the delivery date in the sales order is intended for reference only and ZTE shall not be deemed for breach whatsoever in delay while ZTE makes reasonable efforts to deliver the products timely. All products shall be deemed to have been delivered and accepted by Purchaser in accordance with the delivery instructions agreed. If Purchaser fails to take delivery or provide instructions, ZTE may in its sole discretion dispose of the products while delivery shall be deemed to have taken place, and Purchaser shall reimburse ZTE all costs and expenses.
6. **Title and Risk of Loss.** ZTE will maintain title of the products until full payment thereof. Shipment of the products will be DDP Purchaser's named place (Incoterms 2010) and risk of loss or damage passes to Purchaser upon delivery at the named place of destination.
7. **Inspection and Rejection of Products.** Purchaser must inspect and reject all defective products within five (5) business days after delivery. If Purchaser fails to effectively reject any defective Products in writing, Purchaser will be deemed conclusively to have accepted the products and Purchaser's sole remedy will be the warranty herein.
8. **Intellectual Property.** The sale of the products and license of software to Purchaser does not convey to Purchaser any intellectual property right in such products or software. Nor shall it be construed as conveying to Purchaser, either expressly or implicitly, by implication or estoppel.
9. **Covenant Against Reverse Engineering.** Purchaser warrants that it shall use the products and software in accordance with the terms of this Agreement and that it will not, directly or indirectly, disassemble, decompile, reverse engineer, modify, translate or otherwise copy any good or software or create any derivative work based thereon, or analyze the physical construction of any good or software or any component thereof, for any purpose.
10. **Confidentiality.** All non-public, confidential or proprietary information, including without limitation, specifications, samples, designs, plans, drawings, data, business operations, customer lists, pricing, whether disclosed orally or in written, electronic or other form, and whether or not marked, designated or otherwise identified, is confidential, solely for the use of performing this Agreement and may not be disclosed unless authorized by the other party in writing. Upon request, the recipient shall promptly return or destroy all documents and other materials received. The discloser shall be entitled to injunctive relief for any violation. This section shall not apply to information that is: (a) in the public domain; (b) independently developed without use of the confidential information disclosed; or (c) rightfully obtained on a non-confidential basis from a third party.
11. **Compliance with Laws.** Purchaser acknowledges it is in compliance with and shall comply with all applicable laws, regulations and ordinances. Purchaser agrees that it will use the products and software in compliance with all applicable export and import laws and assumes all responsibilities arising therefrom or in connection therewith.
12. **Warranties.** ZTE warrants the products (including accessories) for twelve (12) months from the original purchase date, (24 months from the original purchase date for Axon series). In the event of defects, Purchaser is required to contact the ZTE Hotline (1-800-617-5065) to obtain a Return Material Authorization ("RMA"). ZTE will not accept and will return to Purchaser, at Purchaser's expense, products returned without a valid RMA. ZTE will not accept products from any entity or person other than Purchaser, including but not limited to Purchaser's customers and/or affiliates. **Due to the sales terms with the purchaser Returns & Refunds are not accepted by ZTE except for mutually agreed quality reasons.** ZTE will then, in its sole discretion, (i) repair the product at no charge, (ii) replace the product with one that is new or equivalent to the original product. This warranty does not apply: (a) to damage caused by normal wear and tear, accident, abuse, misuse; (b) to a product that has unauthorized alterations or repairs without ZTE's permission; (c) to products subject to improper installation, abnormal working conditions; (d) if the serial number has been removed or obscured; or (e) to damage due to failure to adhere to instructions on use of the products..
13. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL ZTE'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE), EXCEED THE PAYMENT IT RECEIVED UNDER THIS SALES ORDER. THESE LIMITATIONS SET FORTH ABOVE SHALL BE DEEMED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDIES.
14. **Force Majeure.** In the event of any Act of God, fire, flood, earthquake, war, strike, lockout, epidemic, riot, terrorist attack, or any other cause beyond reasonable control, the party's delay or inability in performance shall be excused, and the time for the performance shall be extended for the period to the extent prevented to perform due to such occurrences.
15. **Bind Arbitration.** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in Collin County, Texas by the arbitrator as set forth herein, in accordance with the procedural rules for commercial disputes set forth by the American Arbitration Association (AAA) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall apply Texas law (without giving effect to the conflict of laws rules thereof) consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law.
16. **Miscellaneous.** Any delay or failure by either party to enforce at any time any provision of this Agreement will not constitute a waiver. Purchaser shall not assign this Agreement or any right or interest thereunder without ZTE's prior written consent. If any provision of this Agreement is determined to be invalid or unenforceable, the remaining shall remain in full force and effect. Any notice made or given under this Agreement shall be sent via facsimile (with confirmation) or by registered mail, postage prepaid, return receipt requested, or by next-day carrier service addressed to the other party at its address set forth below. The relationship between the parties is that of independent contractors. This Agreement is not to be construed to create any employment, partnership, or agency relationship or to authorize the other party to enter into any commitment or agreement for it.