

Welcome to New Fuser,

Terms and Conditions Agreement

New Fuser will process your on-line transaction via a secured socket layer technology with strong bits of encryption to provide you with a safe and secured transaction process. Please make sure to contact us if there are any issues with your purchases. Please agree to our terms and conditions to have your order processed right away.

New Fuser, all rights reserved. All prices and specifications are subject to change without notice. New Fuser is not responsible for typographical errors. All typographical errors are subject to correction. All "new" parts come with original manufacture warranty and "refurbished" parts come with 90 day warranty for replacement, and 30 day warranty for refunds; warranty does not include technical support. Customer pays return shipping on all services.

Payment methods accepted:

- *Visa
- *Master card
- *Discover
- *American Express
- *Pay Pal
- *E-checks
- *Net-Terms (credentials required)
- *Cashier's Checks & Money Orders (Note: payment must first clear before items are shipped out).
- *Purchase Orders are accepted only to "net-terms" customers.
- *Phone orders will be keyed into the order panel for those customers who have agreed to the terms and conditions policy.

Shipping methods:

Shipping approximations do not take in account ordering processing time, shipper unexpected delivery delays, user location miss-information or typos, delivery location type; i.e. rural, non-found, or etc.

- **BUDGET SHIPPING** Takes 8-14 Business Days plus 1-2 days processing time exclude Alaska, Hawaii APO/FPO, and US Protectoral Territory such as (PR, Guam, etc)
- •Ground (Standard Shipping Method) Takes 4-7 Business Days
- •Express Saver (Standard Shipping Method) Takes 3-4 Business Days
- •Second Day Takes 2 Business Days
- •Over-Night Takes 1 Business Days
- USPS Priority Takes 3-7 Business Days
- APO/FPO Welcome! Takes 2-6 weeks

New Fuser reserves the right to ship via alternate carriers. Shipping rates included the cost of shipping plus a handling fee accrued by our warehouse department. We display international rates, but they may vary according to country, carrier, and destination location. Alternative shipping account numbers are not accepted due to our partnerships and product handling arrangements.

What happens if I refuse my order?

If your order has been shipped and is refused by you at time of delivery, you agree to pay a non-negotiable 25% restocking fee from invoice total, or \$20.00 (whichever is more). If you do not want your order to be shipped, simply log into your account and cancel your order. Unfortunately, orders that have been processed cannot be cancelled. All orders or RMA are to be returned by the customer to our "returns department" for refunds or replacements; all returns are at the expense of the customer with their preferred carrier.

Note: Business Day is Monday through Friday, not included Saturday, Sunday, and Holiday

Warranty

New products carry the full manufacturer warranty. Warranties for used, open box, and refurbished products is no more than 90 days. All items labeled as Ref., or refurbished are, and should be in excellent working condition. If for any given reason items are defective, the vendor (subsidiary company) will honor and abide by the terms of the RMA policy or return merchandise policy stated.

Sales tax

If you are a reseller and would like to have your sales tax waived, please log into your account and enter your tax exempt status information, under tax exempt. If you would like to apply for tax exempt status, please fill out the Tax Exemption Certification and enter your reseller exempt status number on your log in account and fax us your certificate. We will file your certificate to document why sales taxes were not collected on your transaction(s). If you are a government entity, federal or state, please enter your tax exempt status on your account (tax exempt).

Electronic Waste Recycling Act

The Electronic Waste Recycling Act ("Act") became law in California on July 1, 2004. The primary objective of this law is to initiate a recycling program for computer products containing chemicals deemed hazardous to the environment. To fund this program, California requires retailers and e-tailers to collect, on the state's behalf, a fee for each product covered by this law. The fee is paid by the consumer at the time of purchase of the covered product. This fee will be remitted directly to the state by us and only applies to orders shipped within California.

The types of products that we are required to collect are HP printers, Copiers, and HP plotters. You may ship these items and mark the box "E-waste) or "Please Recycle" and we will properly dispose of your waste.

For more information concerning the scope and details of the Act, please refer to the California Integrated Waste Management Board's website at http://www.ciwmb.ca.gov/Electronics/Act2003 or to the Department of Toxic Substances Control's website at http://www.dtsc.ca.gov/HazardousWaste/CRTs/SB20.html

Return Policy and Conditions

A. How do I return my products

- --All returns must include a Return Merchandise Authorization Number (RMA#). Without this number, we cannot accept the merchandise back to the warehouse.
- --In order to get an RMA number you must fill out our RMA form, found in your log in account, please fill out the form complete; give us a detailed explanation for your return, your order number, your name and the description of the item you wish to return.
- --Please note that all non-defective returns are subject to a non-negotiable 25% restocking fee from invoice total, or \$20.00 (whichever is more).
- --All returns for a refund must be made within 30 days from the date the product was purchased. Returns after 30 days will not be accepted for refunds. Returns beyond the 30 day period will require authorization and can only be made for the purpose of replacement. If a replacement is unavailable, alternate options will be offered to the customer.
- --Items must be in its original packaging, in new condition with all warranty cards, manuals and accessories that were provided.
- --The package must be sent back to us with a carrier that can provide a tracking number. This is a must for verification purposes.
- --Please allow approximately 10 business days for your return to be processed once it has arrived at the warehouse.
- --If you request a replacement, we will process and ship your replacement after we have received your returned product. We can only provide replacement for the same manufacturer part number as previously ordered, please keep in mind that replacement is subject to availability. If you want a different item, we suggest that you request for a store refund.
- --if you request for a store refund, we will provide you with the store credit email 5 to 7 business days after we received the return product from our warehouse.
- --Opened or tampered-with Software is non-returnable.
- --Some items are non-returnable and returns of certain products need to be made through the manufacturer directly as dictated to us by the manufacturer. Our RMA team will advise you of the return instructions for your product once we receive your RMA application form. Please note: all returns to our warehouse are paid by the customer. If an item is being replaced, we will pay for shipping the item to you and you must pay to ship the RMA to us.

B. My product arrived defective.

- --All defective products may be returned within 90 days from date purchased for a replacement and within 30 days of purchased for a refund. After 90 days from your purchase, if the product turns out to be defective, please contact the manufacturer for their warranty replacement policy.
- --Unfortunately after 90 days from date purchased, we will not accept a product for return, even if factory sealed.
- --All shipping related expense in sending back a defective, cancelled, or not wanted item is always paid for by the customer. You may choose whichever carrier you prefer as long as they can provide a tracking number. However, New Fuser will pay for the total shipping expense in sending a replacement product back to the customer. Your

replacement will be process via ground delivery only, or unless customer wants to pay for a faster shipping method.

- --If a refund is requested instead of the replacement, we can refund you the cost of the item but not the shipping charge.
- --if part of a product is defective, please return the whole product, including all manuals and accessories, in the original packaging. We do not stock all our items in one location and therefore we need to return the entire defective product to the manufacturer for a complete replacement.

C. Core Return Agreement

When you purchase parts with "-Exch" (exchange), you must return the old part back to get your credit refund. You have an option to purchase the "no exchange / outright" part, which does not require return of core unit. All customers purchasing parts that require "exchange" will be allowed up to **20 days to return these parts**. There will be no exception to our deadline. Failure to meet this deadline will cause your option to return the core and your credit refund to expire. New Fuser, with your agreement, will automatically charge the value of the "no exchange" or "outright" item and give you an option to create the RMA on your vendor log-in account page.

Please be reminded that fuser cores with missing parts, or damaged beyond repair are not acceptable exchange items; we reserve the right to refuse to exchange such items. If you want to exchange an item, do not attempt to repair it; the item must be sent to us in "as is" condition. All items are inspected for physical damage and to ascertain that they have been sent to us "as is" condition. New Fuser will automatically render an item unacceptable for exchange if item has been tampered with, missing parts, broken beyond repair, and/or wrong part returned. Please make sure you understand our policy and follow our return shipping instructions.

To return merchandise: Follow steps 1 - 6.

Return Shipping Instructions

- 1. Unpack new equipment, and then pack the defective equipment in the original box.
- 2. Place the packing slip inside box, and then place this sheet back inside box.
- 3. Seal the box; mark the RMA number outside the box for reference.
- 4. Ship back via your common carrier.
- 5. Return all packing material of the new box with the core
- 6. Only return core to our RMA address of New Fuser

You agree to the terms and condition of our Core Return Agreement Form. To agree, please continue with your order. For any questions or concerns, please fill free to contact us.

Return Address:

New Fuser 11854 6th Street Rancho Cucamonga, CA 91730 rma@newfuser.com

D. How to get store refund?

--You will receive store credit email from the websites' RMA dept five (5) to seven (7) business days (processing time) after receipt of the product in our warehouse and your product has been cleared by our quality control dept. -- Your store credit will be in the form of a refund to the same method of payment received. For example, if you used an AMX ending in xxxx1015, the refund will go to that exact AMX card.

Your refund will be processed only after your return (RMA) product is fully inspected by a qualify technician, or a quality control agent and terms and conditions are met. This process prevents future (similar) returns and improves our customer service.

Product Return Procedure

• To return a product based upon New Fuser 's replacement/return guarantee, you must call or fill in RMA request from our Returns Department and obtain a Return Merchandise Authorization ("RMA") number within the guarantee return period for the product (described above). New Fuser will not accept returns without prior authorization and an RMA number. Once issued, **RMA numbers are valid for 20 days** within which return products must be received by New Fuser... RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.

- Customer is solely responsible for shipping any returned product to New Fuser... Customer agrees to use only reputable carries capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in resaleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, New Fuser's Return Procedure will be breached and New Fuser will reject the entire return or may choose to impose additional charges against the customer for replacement of the missing component.
- New Fuser will not refund to Customer the original shipping charges. In addition, New Fuser will assess a 25% restocking fee against the Customer's account on all non-defective returns for refund.

Physical damage policy

- Physical damage to any product purchased at New Fuser will effectively void the standard and/or Extended Warranty coverage.
- Improper installation of maintenance kits may cause damage to your printer, copier, or office equipment. Parts physically damaged cannot be returned for refund, repair, or replacement without assessing a re-stoking fee. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage of our products.

Restocking fee

a 25% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable. No refund after 90 days.

Technical support

for most products, please contact the original manufacturer for assistance. New Fuser does not provide tech support.

Processing time

Customer(s) can expect order to be processed within approximately one to two "business" days provided the items are in stock and there are no problems with the payment verification. New Fuser does not guarantee same day shipping. Orders will not be processed on weekends and holidays.

Back orders

New Fuser does not sell backordered merchandise. We will never purposely charge a customer for an item that we do not physically have in stock, without the authorization of the customer, at the time of purchase. Occasional inventory discrepancies may occur due to inaccurate inventory counts or possibly because the last few items on our shelves are damaged and/or not in a condition that we can in good faith send to a customer. In that instance we will refund your credit/Debit card for the item, along with any applicable tax and shipping charges. An automated email will also be sent to your login account to alert you of the situation. Please note that in the rare instance that a backordered item occurs, your order's processing time will not be adversely affected.

Order status

New Fuser will do everything possible to keep you informed of your order via e-mail. Your tracking number will be emailed to you once the item is shipped. You may also check online status page for live updates.

Security

Security is our main priority. All on-line transactions are sent through our secure server and encrypted with over 128-bit technology. Once the information is received through the internet, trusted authorized employees will process your payment, and make sure that your information is handled with the highest level of security.

Privacy

New Fuser respects your privacy. We will not under any circumstances sell or release your information to anyone. All of the information obtained from our web site will be used for processing purposes only. The only e-mail you will receive from New Fuser is updates to any recent orders or information about Printers, Parts, or Toners; from which you have the option to subscribe to or unsubscribe to. This information is only to keep you up to date and you have the option to end it or start it (it's up to you, not up to us), this option is under your account control features.

Change orders

Customers may request a change to their order, provided your order has not already been charged. Please call during business hour to change your order or simply log into your account to modify your own orders. Please always have your order number ready. Please never request change order or provide any personal/confidential information via Email as we may not receive it in time and can be exposed to cyber space.

Cancel orders

Customers may request a cancellation of their order, provided your order has not already been processed and shipped. Please call during our business hour to cancel your order. If your account has already been charged, you will receive a credit back to your account within approximately 1-2 business days. Please never request cancel order via Email as we may not receive it in time.

Resellers

We do not currently have a reseller or discount program available at this time. New Fuser currently already negotiates the best possible price for you, and offers these great discounts to all of our customers through our web site. Anytime we receive any specials or promotions, we will immediately post them on our web site for you to take advantage.

Tax

All customers who are tax exempt must send in or fill in their tax exempt information during account set up to avoid paying taxes. For more information, please refer to "sales tax" info above.

Product listings

New Fuser product descriptions are not designed or intended to replace your personal product knowledge, experience and/or research.

New Fuser strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, New Fuser at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. Moreover, all links on New Fuser are intended only to provide visitors with assistance finding additional information and professional opinion; however, due to the fast pace of the industry, complex nature and personal subjective experiences, reviews can become outdated or less accurate over time or even at inception and should therefore never be the sole determinate in a purchasing decision, or, most importantly, a substitute for doing one's own product research. Please remember to consider, you, our valued patron, are ultimately responsible for any purchase decision.

New Fuser PURCHASING AGREEMENT

By accepting delivery of any product delivered from New Fuser , you ("Customer") agree to be bound by the terms and conditions listed below. You and New Fuser agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and New Fuser... Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from New Fuser or its affiliate gateway partners. If you are currently purchasing an item and have to agree to this policy, than the current vendor is a gateway partner of New Fuser and this agreement is binding.

Extended Warranty

We offer HP Care Pack – Extended service agreement contract for HP products. Information pertaining to the HP Care Pack is obtained by New Fuser from manufacturers and others reliable industry sources that support the HP Care Pack agreement. New Fuser makes no representations or warranties with respect to the performance of the products and the accuracy of the information, and any and all warranties, whether oral or written, express or implied, are hereby expressly disclaimed by New Fuser, including, but not limited to, warranties of merchantability and fitness for a particular purpose and liability arising from errors and/or omissions in the information. It is your sole responsibility to evaluate the accuracy of, completeness, and usefulness of the information. Such information is provided strictly by the manufacturer of the HP Care Pack program, Hewlett-Packard.

Vendor Drop Ship Product: If there is no stock in a New Fuser affiliate warehouse, this item will ship directly from the manufacturer and is subject to availability at the vendor location. Because it must be handled separately from products that ship from New Fuser or directly from other manufacturers, you will also receive multiple order numbers when you place an order if there are other products on your order that ship from New Fuser or from other manufacturers. Please be advised that you will not incur any additional handling charges as a result. Minimum order quantities may apply.

Chargeback Policy

A Chargeback is when a bank forcibly reverses a credit card transaction, returning funds to the cardholder; this is known as a **chargeback**. Chargebacks are usually performed when fraudulent purchases have been made on a person's credit card. Also, chargebacks may also happen when a customer violates a company's policy and forces a refund through his/her bank. This action is against our policy and you are still responsible to adhere to the terms and conditions of your purchase. Sometimes, consumers may accidentally request a chargeback for unknown reason; as a result, it is possible to interpret such action as consumer "fraud".

Handle Chargebacks:

When Secured Account receives a chargeback notice, the account in which the service was purchased is immediately blocked. Open RMA's will be placed on hold and customer support will be channeled through your chargeback bank. Secured Account considers chargebacks to be the result of fraud; since fraudulent purchases go hand-in-hand with malware and phishing we immediate termination of all services related to the chargeback in order to protect our customers from credit card fraud.

How to Cancel Chargeback:

To undo a chargeback, you must contact your credit card provider and issue a **chargeback reversal**. Reversing the chargeback is the way to restore a blocked account or restore an RMA related issue. Chargeback reversal notices are often sent by postal mail, which can result in days without access to the account or its services; when contacting your provider please ensure they fax a copy of the paperwork to your on-line store vendor to allow us to restore account access as quickly as possible. Secured Account is more than willing to help you resolve the issue. Remember, restore a blocked account or get vendor customer support by reversing your chargeback. A chargeback reversal returns the initial funds to us, cancels the penalty fee we receive for "allowing" fraud to be committed, and generally erases any "black marks" against us for the transaction.

<u>New Fuser REFUND GUARANTEE</u> - New Fuser offers our customers a 30-day satisfaction replacement or refund guarantee on all purchases.

Except:

- •Due to manufacturer's policies, New Fuser cannot accept refunds for OEM New product returns on All Software, Retail Boxed Processors, Notebooks, Blank Media Cartridges, Printer, Computer System, Barebones System, Cartridges, Minolta, QMS, Cisco, IBM, Sony, Intel, Tektronix, NEC and Hewlett Packard products. Defective merchandise can be returned to the manufacturer directly (please contact the manufacturer directly).
- •To take advantage of New Fuser's return guarantee policy, Customer agrees to comply with New Fuser's Product Return Procedure a set forth below. Any breach of New Fuser's Return Policy Procedure will result in the loss of New Fuser's replacement/return guarantee. Furthermore, all return shipments not in compliance with these instructions will be rejected.

Physical damage policy:

- Physical damage to any product purchased at New Fuser will effectively void the standard and/or Extended Warranty coverage.
- Improper installation of printer parts or equipment may cause further damage to other parts or the equipment itself. Further, improperly installing office equipment my cause personal harm or damage to office environment. Any return with signs of improper use or internal damaged cannot be returned for refund, Repair, or replacement. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage.

Restocking fee

a 25% restocking fee will be applied to all returns for refund. Shipping charges are non-refundable. No refund after 15 days.

WARRANTIES

New Fuser is a secured gateway only. Products sold by New Fuser are not manufactured by New Fuser... The products may, however, be covered by each manufacturer's warranty, service, and support policy (if any). New Fuser assigns and passes through to the Customer any warranty of the manufacturer, and Customer acknowledges that it shall have recourse only under such warranties and only as against the manufacturer of the products. New Fuser MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. New Fuser DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES, New Fuser, and its representatives, MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. New Fuser SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. New Fuser SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT New Fuser IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. 5. GENERAL

Payment Terms; Orders: An order is not binding upon New Fuser until it is accepted; New Fuser must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, wire transfer, or some other method prearranged with New Fuser... You agree to pay the amount(s) due as specified on the invoice.

Shipping Charges

Your total cost for purchase of any product will include shipping and handling charges shown on the New Fuser invoice.

Price Protection

Our website is updated frequently to ensure that you'll view the latest products and pricing available, and that you receive all of the latest savings. At the time you make a purchase you agree to the listed price. We are unable to make a price adjustment after an order has shipped. However, if you notify New Fuser prior to the shipment of your order, we would be happy to make the price adjustment for you.

Title; Risk of Loss

New Fuser will arrange for shipment of ordered product(s) to the Customer, Free On board (F.O.B.) shipping point, meaning title to the product(s) -- exempting software-- and risk of loss passes to the Customer upon delivery to the carrier. New Fuser reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow New Fuser to sign appropriate documents on Customer's behalf to permit New Fuser to protect its purchase money security interest. Title to software or extended warranties will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. Customer agrees to be bound by any software license agreement once the seal on the package is broken. New Fuser will advise Customer of estimated shipping dates, but New Fuser will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of Godor public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Dispute

When a disputed Chargeback transaction is filed, such dispute is to be held within the terms and conditions of this contractual agreement. Whenever a chargeback from a credit card bank clears or money is returned to you (the customer), terms and conditions of this contract have to be met in order to relieve you from legal responsibilities. For example, if a chargeback is filed and you are in possession of the item shipped to you or per your request, to your customer; you are responsible for the payment or return (at your expense) of that item. It is illegal and can be considered "theft" if you order a part from us, file a chargeback, and keep the part (goods purchased). Your account will accrue payment late fees at a rate of 20% monthly, from invoice total if part(s) are not returned.

Petty Theft (Penal Code 484) and Grand Theft (Penal Code 487) are the two most commonly charged theft offenses. The only difference between petty theft and grand theft is the value of the allegedly stolen property – if the allegedly stolen property has a value of \$400 or more grand theft may be charged.

If a disputed transaction is filed and you get a chargeback reversal, you agree to return the items purchased back to our RMA department (listed on Returns section) at your own expense to avoid legal recourse.

Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between New Fuser and Customer shall be governed by the laws of the State of California, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. New Fuser and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of California, Los Angeles County, to resolve any dispute between them related hereto, and the parities waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agrees not to bring any legal action, based upon any legal theory including contract, tort, and equity or otherwise, against New Fuser that is more than one year after the date of the applicable invoice.

Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement

These terms and conditions, together with the New Fuser 's invoice respecting the products ordered by Customer, are the complete and exclusive agreement between New Fuser and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between New Fuser and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.