

TERMS AND CONDITIONS OF SERVICE

1. **PRICE:** There shall be added to the prices shown, the amount of any sales, use, or other taxes however designated, levied or based on such prices or on this Agreement or the sale or use of the taxable property and services sold hereunder (hereafter the "Product"), including state and local privilege or excise taxes based on gross revenue and any taxes or amounts in lieu thereof paid or payable by Seller in respect of the foregoing, exclusive however of taxes based on net income. Any personal property taxes assessable on the Product from the date of acceptance of this Agreement shall be borne by the Customer.
2. **TITLE:** Seller hereby retains title to the Product until the Customer performs all of the obligations hereunder including, without limitation, payment in full of the purchase price. In addition, Seller retains a security interest in the Product, including all accessories and replacements thereto and the proceeds thereof to secure performance of all such obligations of Customer. Customer agrees to execute any and all documents as may be required by Seller to perfect its security interest, and agrees to pay all filing fees.
3. **RETURNS:** It is the Customer's responsibility to assure compliance to specification of all goods and services received. Returned Material Authorization (RMA) must be granted for all returned goods. Such goods are subject to restocking fee which may include return freight to vendor. No returns will be accepted after 30 days from invoice.
4. **RISK OF LOSS:** All risk of loss and destruction of or damage to the Product by reason of theft, fire, water or any other cause shall pass to Customer upon delivery of the Product to the Customer, and the occurrence of any such casualty shall not relieve the Customer from making payment of the balance of the purchase price.
5. **INSTALLATION AND DELIVERY:** Unless a specific fee is set forth on the face hereof, all items are sold without installation or delivery. If an installation fee is charged, the Customer is to provide a suitable installation environment as specified by Seller. Customer shall not move the Product from the address set forth on the face hereof without written consent of Seller, or payment in full of all balances due.
6. **SOFTWARE:** All of the terms and conditions hereof apply equally to software. All software is sold "as is" without any warranty except as may be provided by the manufacturer, seller does not warrant and specifically disclaims any warranty of merchantability, fitness for a particular purpose or otherwise with respect to any modification or configuration of software as may be requested by customer.
7. **DISCLAIMER AND LIMITATIONS OF LIABILITY:**
 - A. Sellers liability to the customer for any loss, damage or expense of any kind, resulting from, but not necessarily limited to the Product, or by any defect therein. the use, maintenance thereof, any servicing, or adjustment thereto, response time, repair time, repeated machine malfunction, negligence, or any other cause whatsoever, regardless of the form of action, whether in tort or in contract, shall be limited to the actual charge listed on the face of this agreement without interest.
 - B. Sellers will in no event be liable for lost profits or other consequential damages even if seller or its representatives have been advised of the possibility of such damages or for any claim against the customer by any other party.
 - C. Seller will in no event be liable for any loss, damage, or expense of any kind resulting from seller or any of its employees, representatives, independent contractors or sales persons rendering technical or other advise or representation in connection with the performance of any computer hardware, computer software or any combinations thereof unless it is specifically contained in this agreement.
 - D. No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the cause of action has arisen.
8. **INDEMNITY:** Customer shall indemnify Seller against and hold Seller harmless from any and all claims, actions, proceedings, expenses, damages or liabilities including attorney's fees, arising in connection with the Product, including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, or return and the recover of claims under insurance policies thereon.
9. **REMEDIES UPON DEFAULT:** Failure of Customer to perform its obligations hereunder including, without limitation payment in full of the purchase price for the Product or the insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution, liquidation, or winding up of the business of Customer shall constitute a default under this Agreement, and shall afford to Seller the right to immediately recover charged fees for the Product without notice, including attachment for personal liability for all fees and charges by the Customer in addition to all the remedies of a secured party under the Uniform Commercial Code of the State of Georgia.
10. **GOVERNING LAW:** This Agreement will be governed by the laws of the State of Georgia, any action brought pursuant to this agreement shall be brought in Cherokee County, Georgia.
11. **PLACE OF PAYMENT:** All payments to be made by Customer to Seller under the terms of this contract are to be made at the Seller's place of business as set forth on the face of this document, or such other place as the Seller shall direct.
12. **ATTORNEY'S FEES:** In the event it becomes necessary for Seller to enforce the terms and conditions of this Agreement, including Seller's disclaimers and limitations of liability, Seller shall be entitled to recover all of its costs including reasonable attorney's fees in all manner of collection and in trial and appellate levels.
13. **INABILITY TO PERFORM:** Seller shall not be required to perform its obligations under this Agreement, or be liable for its failure to perform, if nonperformance is caused by any Act of God, war, civil disturbance, strike, work stoppage, transportation, unavailability of Product, contingencies, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, or any cause not within the control of Seller.
14. **LIQUIDATED DAMAGES:** All payments and deposits made by customer as set forth in this agreement are non-refundable and shall constitute liquidated damages in the event of a customer's default, since the amount of damages is incapable of being ascertained.
15. **VALIDITY OF AGREEMENT:** If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
16. **CUSTOMER** understands and agrees that neither Seller nor any of its salespersons, employees, agents, and independent contractors are agents for any finance company utilized by the Customer in the purchase or lease of any property listed on the face hereof.
17. **AGREEMENT:** This Agreement contains the entire Agreement between the parties hereto with respect to Products purchased. No promise, representation, warranty or covenant not included in either Agreement has been or is relied on by either party. Each party has relied on its own examination of this Agreement and the provisions hereof and the counsel of its own advisors. The failure or refusal of either party to inspect the agreement or other documents or the failure to obtain legal or other advice relevant to this transaction constitutes a waiver of any objections, contentions, claims that might have been based upon such reading, inspection or advice. No modification or amendment to this Agreement shall be of any force or effect unless in writing executed by the Customer and authorized representative(s) of Seller. This Agreement is not assignable by Customer without the prior written consent of Seller.