

## **FISHER/UNITECH, INC. TERMS AND CONDITIONS**

This quotation is an invitation to offer only. It shall remain firm for thirty (30) days from the date hereof, unless modified in writing by Fisher/Unitech, Inc. prior to our acceptance of your contract offer. This quotation is subject to credit approval.

The products and services included in this quotation represent an alternative only. It is the responsibility of the customer to ensure that the alternative presented in this quotation will satisfy the needs of the organization.

Maintenance of the software and hardware products in the quotation are not available from Fisher/Unitech without a signed Maintenance or Support Agreement. The warranty for all products listed is supplied by the developer or manufacturer of those products. Fisher/Unitech will provide information only on product warranty.

Payment for all products is due Net 30 from date of invoice. All new customers will be Net 10 if possible, unless otherwise stated on quote and purchase order. A 20% deposit is required with all orders. State sales tax not included in quoted prices. Invoices will be provided weekly upon completion of services described.

### **SERVICE CHARGES**

All past due payments not paid within ten (10) days of billing are subject to a 1.5% per month service charge or fraction thereof elapsed after the date of billing if not paid in full.

### **SHIPPING**

Fisher/Unitech accepts no responsibility for delays due to causes beyond its control, including but not limited to strikes, fires, floods, or delays in its usual material supply beyond order shipment dates. Shipping is billable to customer unless other arrangements are approved by Fisher/Unitech in advance and in writing. Delivery dates are approximate and are based upon prompt receipt of all necessary information and approvals from the customer.

### **TITLE**

Title to the equipment shall pass to the customer upon full payment of all invoices that relate to the sale. However, if the customer has not paid the entire purchase price prior to delivery, this contract shall constitute a security agreement as defined in Section 9.105 of the Uniform Commercial Code between customer as debtor and Fisher/Unitech as secured party. Pursuant to that security agreement Fisher/Unitech shall have a continuing purchase money security interest in the equipment and all cash and non-cash proceeds thereof for any unpaid amount of the purchase price.

### **DISCLAIMER OF WARRANTIES**

The warranty printed above is the only warranty statement applicable to this transaction. All other warranties, expressed or implied, including, but not limited to, fitness for a particular purpose or use to the original customer or any other customer are hereby disclaimed.

### **ARBITRATION**

It is expressly agreed that any dispute regarding this contract, the failure of equipment to meet customer satisfaction or any other contingency shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association as interpreted and applied under the laws of the State of Michigan. The award shall be final and binding and judgment thereon may be entered in any court, state or federal, having jurisdiction.

### **SEVERABILITY**

Should any provision of this contract be finally determined by a court or other competent authority to be unenforceable or prohibited in any state or other jurisdiction, then such provision shall, as to such provision and such jurisdiction only, be deemed severed to the extent of unenforceability or prohibition. Subject to such severance, all remaining provisions of this contract shall continue in full force and effect.

### **INTEGRATION**

A Fisher/Unitech proposal (quotation) when signed by the customer and accepted by Fisher/Unitech shall constitute the entire contract between the parties and no prior or present negotiations, correspondence, conversations, course of dealing or trade the specific terms hereof. No subsequent modifications of or additions to this contract shall become binding only when executed by the customer and when subsequently approved or acknowledged in writing by an officer of Fisher/Unitech. Customer acknowledges that no person or party other than those authorized can bind Fisher/Unitech contractually. It is expressly agreed that the terms and conditions of the quotation are part of any subsequent purchase orders of acceptance and shall prevail over any inconsistent provisions and that such contract shall be considered as being made and entered into at Fisher/Unitech, Troy, Michigan, under the laws of the State of Michigan.

### **TERMINATION OF INTEGRATION AND SUPPORT SERVICES**

Integration and Support Services Contract may be terminated by either party with a two-week advance written notice. Customer agrees not to offer employment to Fisher/Unitech, Inc personnel who delivers services to customer during the Contract period.

### **TRAINING**

Fisher/Unitech requires a hardcopy purchase order for the training course you have enrolled into. Training is for (1) student only, and is not to be shared among other co-workers. This must be received within 48 hours of registration. Full payment is required (1) week prior to the start of class unless other arrangements have been made and approved by Fisher/Unitech. Our cancellation policy is:

- Seven (7) days notice for full refund
- Within (7) days of class start date, training credits will be issued
- Within (2) days of class start date, no credits will be issued.

### **ACCEPTANCE BY CUSTOMER**

This quotation is to be deemed full acceptance of all the terms and conditions as stated herein.