

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 by Fisher/Unitech Finance department.

The products and services included in this quotation represent an alternative. It is the obligation of the customer to ensure that the alternative listed in this quotation will satisfy the needs of the specific requirement.

PAYMENT TERMS:

Terms for products are subject to credit approval by Fisher/Unitech Finance department. Terms are as follows:

- New customers are required to complete a credit application and submit it with their order. Standard terms for new customers are 20% down, Net 30 on the balance from date of invoice.
- Existing customers with satisfactory credit history are Net 30 from the date of the invoice.
- Customers without credit approval from Fisher/Unitech Finance department will be subject to different terms and conditions.

Terms for professional services quoted on a time and materials basis will be as follows: up to the first 2 weeks of services, or 50% of the estimated project cost (whichever is more) will be billed and payable in full within 15 days of billing receipt. The balance will be billed semi-monthly, as delivered by the Fisher/Unitech consulting team. Terms for professional services quoted as fixed bid will be billed in advance.

Payment terms for renewal of maintenance of software and hardware products in the quotation are payment in full in advance of the renewal date.

State sales tax is not included in quoted prices.

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, but does not provide any express or implied warranty.

CANCELLATION AND RETURNS POLICY:

All software sales are final and thus non-refundable. Other product orders may only be cancelled prior to shipment. Any refused and/or returned packages will be subject to 15% restocking fee. Shipping and handling charges are non-refundable. Any exception to this policy is at Fisher/Unitech's discretion. Returns must have a Fisher/Unitech Return Merchandise Authorization (RMA) number. Any claims for damaged or incomplete shipment must be made within 48 hours of receipt by phone (248.577.5100) or by email to sales@funtech.com, and will only be replaced with the same title.

SERVICE CHARGES

All past due payments not paid within ten (10) days of due date are subject to 1.5% per month service charge or fraction thereof elapsed after the date due 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 with jurisdiction in Oakland County, 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 the specific terms hereof. No subsequent modifications of or additions to this contract shall become binding unless executed in writing by the customer and 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 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's personnel who deliver services to customer during the Contract period and this prohibition extends for six months after the contract expires.

TRAINING

Fisher/Unitech requires a hardcopy purchase order for the training course you have enrolled into. 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.
