

# **Straughn Communications Terms & Conditions of Sale**

## **CUSTOMER INFORMATION**

Business name: \_\_\_\_\_

Authorized Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone : \_\_\_\_\_ Fax: \_\_\_\_\_

Email : \_\_\_\_\_

The following terms and conditions govern the sale of material to the Customer by Straughn Communications.

## **ACCEPTANCE OF ORDERS**

All purchase orders issued by the Customer to Straughn Communications shall be effective only to specify material ordered. All purchase orders, including amendments thereto, are subject to acceptance or rejection, in whole or in part, by Straughn Communications. Straughn Communication's acceptance of Customer orders is based upon the terms and conditions contained herein. Neither an acknowledgment of a Customer order nor shipment of material ordered shall constitute acceptance or confirmation of terms contained on a Customer's purchase order. All quotations, purchase orders, acknowledgments and invoices shall be subject to the terms and conditions set forth herein. All terms and conditions in addition to, or in conflict with, terms and conditions set forth herein are deemed deleted unless otherwise agreed to by Straughn Communications in writing which has been executed by its duly authorized officer.

## **PRODUCT INSTALLATION**

Customer assumes total responsibility for the proper selection, configuration, installation, operation and maintenance of material purchased.

## **DELIVERY INFORMATION**

Straughn Communications plans to ship in a timely manner designed to meet Customer provided requested delivery date. If Customer is not prepared to accept shipment on that date, Customer must notify Straughn Communications at least ten (10) days before the scheduled shipping date for stock and drop ship items to reschedule the shipment. Otherwise, special handling charges will be assessed. Unless a specific ship date is requested, all shipments will be processed after receipt of the order. All shipments are subject to and contingent upon timely receipt of order and established credit lines. Straughn Communications will not be liable for any failure or delay in performance of obligations caused by acts of nature, war, riot, labor difficulties, acts of government, unavailability of material from suppliers, delay or default of common carrier, or any other circumstance beyond the reasonable control of Straughn Communications.

## **SHIPPING AND RISK OF LOSS**

Unless otherwise specified in writing, all shipments of material shall be made F.O.B. origin, freight prepaid and added to the invoice. Title and risk of loss to the material passes to Customer when placed on the carrier at the F.O.B. point, notwithstanding the prepayment of transportation by Straughn Communications. The remedy against the carrier for loss during transit is limited to recourse against carrier, if any, for transit losses.

## **CLAIMS**

Items damaged from shipment should not be returned to Straughn Communications. All damage and shortage claims should be made upon receipt of the material and filed directly with the carrier handling the shipment. The carrier's agent should always be requested to make a notation on the freight bill specifying the damage or shortage. Straughn Communications will use commercially reasonable efforts to assist Customer in presenting these claims to the carrier. However, collection of the claim is Customer's responsibility.

## **SELLER'S RIGHTS OF POSSESSION**

For credit reasons or Customer default, Straughn Communications retains the right to withhold shipments, recall goods in transit, or retake and repossess all goods which already delivered – all without the requirement of taking any other action. Customer relinquishes all materials so taken, which shall become the property of Straughn Communications, provided Customer is promptly notified of this action and given full credit for the materials when applicable.

## **CANCELLATION OF ORDERS**

Customer may cancel or reschedule a purchase order on written notice to Straughn Communications prior to shipment. If written notice of the cancellation or rescheduling is received by Straughn Communications more than thirty (30) days prior to the scheduled shipping date (SSO), there is no cancellation charge. If written notice is received by Straughn Communications within thirty (30) days of the SSO, Customer will be charged five percent (10%) of the order price for the cancellation or rescheduling. This charge is not imposed as a penalty but as a result of the difficulty computing actual damages, costs or other charges caused by such cancellation or rescheduling. In no event may an order be rescheduled more than once nor for more than sixty (60) days beyond the SSO unless mutually agreed upon by the parties in writing.

## **PAYMENT TERM**

Payment shall be due ten (10) days from date of invoice. Overdue accounts will be assessed a late charge at a rate of 1.5% per month, or the maximum permitted by law, whichever is lower, upon any unpaid amounts past due. Straughn Communications reserves the right to withhold shipment and services to Customers with past due balances.

## **PRICES, DISCOUNTS AND QUOTATIONS**

Prices do not include shipping charges or taxes unless specifically stated to Customer.

## **TAXES**

Customer shall be responsible for all taxes, including tariffs or duties, imposed on or with respect to the material, except taxes levied on Straughn Communications net income. Customer shall not be responsible for taxes for which it possesses a valid exemption certificate acceptable to the applicable taxing authority and on file with Straughn Communications prior to order acceptance.

## **WARRANTY AND DISCLAIMER OF WARRANTY**

Material sold by Straughn Communications is subject to such warranties as may be made available to Customer by Straughn Communications' supplier. If material is defective, on request, Straughn Communications will assist Customer in notifying the supplier and in taking such further action as Straughn Communications, in its sole discretion, deems appropriate. **Straughn Communications MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY THAT THE MATERIAL IS ABLE TO PROCESS CALENDAR-RELATED DATA CORRECTLY OR TO REPRESENT DATES WITHOUT AMBIGUITY AS TO CENTURY.**

## **LIMITATION OF LIABILITY**

Under no circumstance shall Straughn Communications be responsible or liable for incidental, indirect, special or consequential damages, including any damages arising from delay, loss of data, lost profits, or loss of goodwill, notwithstanding their foreseeability to Straughn Communications or disclosure by Customer. In addition, Straughn Communications' maximum liability to Customer arising out of or relating to Straughn Communications' performance or nonperformance of its obligations, regardless of the form of action, shall be limited to the recovery of direct and actual damages and shall not exceed the amount invoiced for the material that is the subject matter of, or directly related to, the cause of action.

## **INTELLECTUAL PROPERTY RIGHTS**

Customer's intellectual property rights, if any, in any of the material, including any hardware, software, or firmware, are derived from and shall be subject to the intellectual property rights of Straughn Communications, its suppliers, or other third parties, including the terms of any licenses restricting use, duplication or resale.

## **CHOICE OF LAW**

All transactions shall be governed by the domestic laws of the State of California. The U.N. Convention on Contracts for the international State of Goods shall not apply.

## **MISCELLANEOUS**

Any dispute arising out of any transaction shall be resolved by and submitted to binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own arbitration costs except that a party-seeking discovery shall reimburse the other for costs of document production. The parties shall equally split arbitrator fees. No action or demand for arbitration may be brought more than one year after accrual.

**LABOR RATES FOR SERVICE, ADDS, MOVES, CHANGES**

The labor rate for service shall be as follows:

For Service During Business Hours, Monday through Friday, 8:00am to 5:00pm: \$\_\_\_\_\_ per hour

Service performed on weekdays before 8:00 AM and after 5:00 PM, or at any time on Saturday is billed at 1.5 times the above noted rate..

Service performed at any time on Sunday is billed at 2 times the above noted rate.

Travel time is billable. A three-hour minimum service call applies for any on site service call.

A one-hour minimum charge applies for any remote service, remote technical support, or remote assistance for system administration, adds, moves, or changes.

X \_\_\_\_\_  
Customer Signature / Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

**Customer Credit Card Authorization Form**

Company Name: \_\_\_\_\_

Contact Person Primary: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Contact Person Secondary: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Credit Card Type (check one): Mastercard \_\_\_\_\_ Visa \_\_\_\_\_ Discover \_\_\_\_\_

Cardholder Name as on Card: \_\_\_\_\_

Billing Address for Card: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ 3 Digit Security Code: \_\_\_\_\_ Exp Date: \_\_\_\_\_

**One time Credit Card Billing Agreement:** This credit card information has been provided for use in a one time billing agreement for equipment purchased and or services rendered to the above company in accordance with the associated invoice number \_\_\_\_\_.

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

**Standing Credit Card Billing Agreement**

This credit card information has been given with the specific authorization that all outstanding charges to the above referenced company, if not paid within the time frame specified under the associated terms and conditions contract, shall be billed to this credit card.

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_