

Straughn Communications, LLC

1035 Third Avenue, Napa, CA 94556

707-255-1448 FAX: 707-255-4004

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 ten 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.

PREPAYMENT FOR MATERIALS

Customer will be required to prepay Straughn Communications the total cost of materials for any installation, or move/add/change which requires Straughn Communication to provide customer with new telephone systems, system components, telephones, wiring, or wiring accessories. This prepayment will include the cost of the newly ordered components, as well as the shipping and handling for said materials. Orders for the required equipment will only be placed by Straughn Communications once the prepayment has been received.

INVOICING AND PAYMENT TERMS

Invoices for services provided will be delivered via electronic mail to the address(s) provided above. A “read receipt” will be automatically be returned to Straughn Communications, and will serve as confirmation the invoice has been received. Payment shall be due fifteen (15) days from date printed on the invoice. Overdue accounts will be assessed a late charge at a rate of 2.5% 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 involving a sum greater than that allowed by small claims court, 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 two years after accrual. Any dispute arising out of any transaction involving a sum allowable in small claims court shall be settled through small claims court.

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 on Saturdays and Weekdays after 5:00pm and/or before 8:00 am will be at 1.5 times the above rate.
Service on Sundays and Holidays will be 2 times the standard 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, (i.e. adds, moves, or changes).

CREDIT CARD GUARANTEE OF PAYMENT

Straughn Communications will hold the below credit card information on file to guarantee payment for all completed services. This card will be billed for services only if invoices are unpaid, or if Customer requests that Straughn Communications bill the credit card.

Card Type: _____

Name on Card: _____

Card Number, Expiration Date: _____

X _____
Customer Signature

Date

Print Title

Print Name