

TERMS & CONDITIONS

1. DELIVERY AND INSTALLATION. THE COMPANY ASSUMES NO RESPONSIBILITY FOR ITS INABILITY TO SUPPLY ALL OR ANY PART OF THE EQUIPMENT AND SERVICES ORDERED BY REASON OF LABOR STRIKES OR OTHER DISPUTES, MATERIAL OR LABOR SHORTAGES, WAR, RIOTS, ACTS OF GOD, COURT ORDERS OR DECREES OR ANY OTHER CAUSE BEYOND THE COMPANY'S CONTROL. CUSTOMER AGREES TO ACCEPT DELIVERY AND INSTALLATION AS SOON AS REASONABLY POSSIBLE AFTER THE CAUSE OF SUCH DELAY IS REMOVED.

2. PAYMENT TERMS. UNLESS OTHERWISE INDICATED, FIFTY PERCENT (50%) OF THE PAYMENT SHALL BE DUE UPON ACCEPTANCE OF THE COMPANY'S PROPOSAL, FIFTY PERCENT (50%) DUE IMMEDIATELY UPON INSTALLATION. THE COMPANY RESERVES THE RIGHT TO ASSESS A FINANCE CHARGE OF ONE AND ONE-HALF PERCENT (1 ½%) PER MONTH, OR THE HIGHEST RATE ALLOWED BY LAW, WHICHEVER IS LESS, FOR ALL PAYMENTS WHICH ARE NOT RECEIVED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT AT THE TIME OF ACCEPTANCE OF THE PROPOSAL, THE CUSTOMER IS NOT INSOLVENT.

3. TAXES. CUSTOMER SHALL PAY ALL FEDERAL, STATE AND LOCAL TAXES WHICH MAY BE IMPOSED UPON THE SALE AND/OR INSTALLATION OF THE EQUIPMENT. IF THE COMPANY HAS PAID, OR SHALL BE OBLIGATED TO COLLECT AND REMIT, ANY SUCH TAXES, SAME MAY BE INVOICED AS A SEPARATE CHARGE TO BE PAID BY THE CUSTOMER.

4. SECURITY INTEREST. THE CUSTOMER HEREBY GRANTS TO THE COMPANY A SECURITY INTEREST IN THE EQUIPMENT SECURING PAYMENT IN FULL OF THE PURCHASE PRICE. WITH RESPECT TO THE CREATION OF SUCH SECURITY INTEREST, THIS AGREEMENT SHALL BE DEEMED TO BE A SECURITY AGREEMENT WITH CUSTOMER AND THE COMPANY DEEMED TO BE THE DEBTOR AND SECURED PARTY RESPECTIVELY. THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY IRRESPECTIVE OF WHETHER THE SAME IS ATTACHED TO REAL PROPERTY AND TITLE THERETO SHALL BE AND REMAIN VESTED IN THE COMPANY UNTIL THE PURCHASE PRICE HAS BEEN FULLY PAID AND THE CUSTOMER HAS FULLY COMPLIED WITH ALL OBLIGATIONS UNDER THIS AGREEMENT. UNTIL FULL PAYMENT, THE COMPANY SHALL BE VESTED WITH TITLE TO ANY ADDITIONS, ACCESSIONS AND SUBSTITUTIONS IN AND TO THE EQUIPMENT. THE CUSTOMER'S INTEREST IN THIS AGREEMENT OR THE EQUIPMENT SHALL NOT BE ASSIGNED, SOLD OR OTHERWISE TRANSFERRED, NOR SHALL THE EQUIPMENT BE REMOVED FROM THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT OF THE COMPANY.

5. DAMAGE OR DEFECTIVE EQUIPMENT. THE COMPANY SHALL RECOGNIZE NO CLAIM FOR DEFECTS OR DAMAGES TO THE EQUIPMENT UNLESS SAME IS NOTED BY THE CUSTOMER AND COMMUNICATED TO THE COMPANY WITHIN THIRTY (30) DAYS OF THE LATER OF DELIVERY OR INSTALLATION OF THE EQUIPMENT. NOTHING HEREIN SHALL BE CONSTRUED TO REQUIRE THE COMPANY TO REPLACE DAMAGED OR DEFECTIVE GOODS OR TO MAKE UP SHORTAGES WHEN SUCH DAMAGE, DEFECT OR SHORTAGE WOULD NOT OTHERWISE BE ITS RESPONSIBILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE COMPANY SHALL HAVE NO LIABILITY FOR LOSS OR DAMAGE TO EQUIPMENT OCCURRING ONCE SUCH EQUIPMENT IS NO LONGER UNDER THE COMPANY'S DIRECT CONTROL.

6. FIREWALL TECHNOLOGY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT THE COMPANY USES ANY FIREWALL OR OTHER NETWORK SOFTWARE OR HARDWARE IN THE PRODUCTS OR SERVICES IN THIS PURCHASE ORDER, WHETHER SOLD IN THIS PURCHASE ORDER OR OTHERWISE, CUSTOMER ACKNOWLEDGES THAT CUSTOMER ASSUMES THE RISK OF, AND THE COMPANY CANNOT BE HELD LIABLE FOR, ANY CLAIMS, LOSSES, COSTS, DAMAGES OR EXPENSES INCURRED BY CUSTOMER RELATING TO OR ARISING FROM SUCH FIREWALL OR OTHER NETWORK SOFTWARE OR HARDWARE.

7. MANUFACTURER'S LIMITED WARRANTY/LIMITATION OF LIABILITY. ALL EQUIPMENT SHALL BE WARRANTED BY THE MANUFACTURER (REFER TO WARRANTY PERIOD ON QUOTE) FROM THE DATE OF DELIVERY AND INSTALLATION AGAINST DEFECTS IN MATERIALS AND WORKMANSHIP. THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL CUSTOMER AND MAY NOT BE TRANSFERRED OR ASSIGNED. IF THE EQUIPMENT PROVES TO BE DAMAGED OR DEFECTIVE IN MATERIAL OR WORKMANSHIP DURING THE WARRANTY PERIOD, THE COMPANY WILL, AT ITS OPTION, EITHER REPAIR, REPLACE OR REFUND THE ORIGINAL PURCHASE PRICE PAID FOR SUCH EQUIPMENT. THIS LIMITED WARRANTY DOES NOT INCLUDE THE COST OF REMOVAL OR REINSTALLATION OF THE EQUIPMENT NOR SHALL THE COMPANY BE RESPONSIBLE FOR THE IMPROPER USE OR MAINTENANCE THEREOF. FURTHER, THE COMPANY SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT OR OTHER AND DIRECT DAMAGES WITH RESPECT TO THE LOSS OF PROPERTY, REVENUES OR PROFIT. THE COMPANY MAKES NO FURTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER ASSUMES THE RESPONSIBILITY TO DETERMINE THE FITNESS OF THE EQUIPMENT FOR THE CUSTOMER'S



CONTEMPLATED USE. THE COMPANY'S LIABILITY, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNTS ACTUALLY RECEIVED BY DAVISSA PURSUANT TO

THE PARTICULAR ORDER FROM WHICH SUCH DAMAGES AROSE. CUSTOMER HAS BEEN ADVISED THAT THE HARDWARE AND SOFTWARE BEING PURCHASED AND INSTALLED BY DAVISSA REQUIRES THAT THE CUSTOMER'S NETWORK HAS BEEN PROPERLY INSTALLED AND CONFIGURED BY A CERTIFIED THIRD PARTY VENDOR FOR THE IMPLEMENTATION OF VOIP TRAFFIC . FURTHERMORE, THE CUSTOMER ACKNOWLEDGES THAT DAVISSA ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THE QUALITY OF SERVICE PRODUCED BY ITS INSTALLED VOIP HARDWARE EQUIPMENT IN THE EVENT THE CUSTOMER'S NETWORK IS NOT PROPERLY CONFIGURED, INSTALLED OR SERVICED FOR THE IMPLEMENTATION OF VOIP TRAFFIC.

8. GOVERNING LAW AND WAIVER OF JURY TRIAL. THE LAWS OF THE STATE OF OHIO SHALL GOVERN IN ANY DISPUTE ARISING HEREUNDER, AND THE CUSTOMER AGREES TO THE JURISDICTION IN THE COURT OF COMMON PLEAS FOR CUYAHOGA COUNTY, OHIO, RELATIVE TO ALL DISPUTES AND ENFORCEMENT OF THIS CONTRACT; PROVIDED, HOWEVER, THAT IF FEDERAL LAW APPLIES, THE FEDERAL DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO SHALL HAVE SUCH JURISDICTION. FURTHER, THE CUSTOMER WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS CONTRACT.

9. COSTS OF ENFORCEMENT. CUSTOMER SHALL PAY DAVISSA ALL COSTS (INCLUDING REASONABLE ATTORNEY'S FEES TO THE EXTENT PERMITTED BY LAW) INCURRED BY DAVISSA IN ENFORCING THE PROVISIONS HEREOF OR IN EXERCISING ANY OF THE RIGHTS AND REMEDIES HEREUNDER.

10. MISCELLANEOUS. EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH MANNER AS TO BE VALID AND ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO. IN THE EVENT THAT ANY PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE INVALID AND UNENFORCEABLE, SUCH PROVISION SHALL NOT HAVE THE EFFECT OF RENDERING THE ENTIRE AGREEMENT OR ANY OTHER PROVISION HEREIN INVALID OR UNENFORCEABLE, BUT SHALL BE REFORMED AND CONSTRUED AS IF SUCH INVALID AND UNENFORCEABLE PROVISION HAD NEVER BEEN CONTAINED HEREIN AND SUCH PROVISION REFORMED TO BE VALID AND ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THE PARTIES HERETO AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS. THIS AGREEMENT SHALL NOT BE ASSIGNABLE BY THE CUSTOMER EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF THE COMPANY. THIS AGREEMENT AND THE TERMS AND CONDITIONS CONTAINED THEREIN SHALL CONSTITUTE THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES AND ALL PRIOR NEGOTIATIONS, REPRESENTATIONS AND AGREEMENTS, WHETHER WRITTEN OR ORAL, ARE MERGED HEREIN.

Client Signature: _____

Date: _____