

Danick Systems



777 Centre St. ♦ Jamaica Plain, MA 02130
Phone (617) 524-4841 ♦ Fax (617) 983-0068 ♦ Email info@danicksystems.com

Terms & Conditions

CREDIT - NEW ACCOUNTS

First time customers must be processed through our Credit Dept. First time orders will be expedited when accompanied by new account credit application requesting COD or credit card terms.

CREDIT - OPEN ACCOUNTS

Since responses from credit references will vary, new applications are normally processed within 3 weeks. We may require the following:

- Completed new account credit application
- Current financial statement (\$5,000 & up)
- Signed personal guarantee

AVAILABLE TERMS

- Open accounts--Net terms for qualified customers
- Cashier's check/COD/Company check
- Credit Cards: Visa, MasterCard and Discover, American Express
- Letters of credit

SPECIAL ORDERS

May be required to be prepaid and are non-cancelable and non-returnable.

RETURNED CHECKS

A service charge of 27.00 per check charged for any returned check.

FINANCE CHARGES

Finance charges of 1.5% per month on past-due balances.

SALES TAX

Customers requesting tax exemption must submit a qualified resale tax certificate or tax-exempt certificate before any shipments can be released or delivered or service performed.

SHIPPING

- All refused orders will be subject to a handling charge of \$5.00 plus freight charges & fees. · Freight carrier charges such as COD fees and freight charges will be charged to purchaser.
- Danick Systems must be notified within 7 days after receipt of all damaged goods or shortages.
- Special shipping arrangements can be accommodated.

RETURNS

Please note that the following items may not be returned:

- Discontinued items, Special Order items, and Consumables
- Items for which manufacturers will not accept returns
- Items not purchased from Danick Systems.
- Open units, units that require re-boxing, or units in an unsuitable resale condition
- Items which have undergone revisions w/out being assigned a new part # by the manufacturer

Returns are for replacement only. Replacement credit will be issued at the original purchase price or current selling price, whichever is lower.

All non-defective items returned are subject to a 15% restocking fee.

Danick Systems reserves the right to require the purchaser to return the defective goods directly to the manufacturer for replacement or may charge the purchaser shipping fees.

This agreement which is entered into and accepted at Boston, Massachusetts on the day set forth below, is between Danick Systems, LLC. ("Danick") 777 Centre St., Jamaica Plain, Massachusetts, Customer ("Customer")

Danick and Customer agree that all goods and service provided by Danick for this engagement will be governed by the following terms and conditions:

The Engagement.

Customer engages Danick and/or its suppliers to use best efforts to inspect, evaluate and identify a problem (if not already identified) and/or repair, retrieve or minimize the damage to the equipment/data/media, and/or provide other services as may be requested by Customer. Danick estimated charges may not be sufficient to accomplish the Engagement; additional charges may be incurred after obtaining Customers oral and/or written authorization.

Confidentially.

Danick will use any Customer information only for the purpose of fulfilling the Engagement and will hold Customer Information in the strictest of confidence. Confidentiality obligations shall not apply to any information which enters the public domain through no fault of Danick; which is known to Danick prior to receipt from Customer, which is disclosed to Danick by a third party (other than by an employee or agent of either party), which in making such information available to Danick is not in violation of any confidentially obligation to the disclosing party; or which is independently developed by Danick without recourse to the Customer information.

Payment.

Customer agrees to pay Danick all sums authorized by Customer which may include charges for Danick service, reasonable travel and per deim expenses for all on-site work, shipping and insurance, and actual expenses, if any for parts, media, and/or software used in the engagement. Unless otherwise agreed to, in advance by Danick, all such sums are due and payable upon delivery, by company check, bank money order, cash, Visa , MasterCard, or Credit Card.

Acknowledgment of Existing Conditions.

Customer acknowledges that the equipment/data/media may be damaged prior to Danick receipt, and Customer further acknowledges that the efforts of Danick and/or its suppliers to complete the engagement may result in the destruction of or further damage to the equipment/data/media. Danick regrets for itself and its suppliers regrets that it will not assume responsibility for additional damage that may occur to the Customer's equipment/data/media during Danick efforts to complete the Engagement.

Unpaid Charges; Security Interests.

In the event that there are any unpaid charges, Customer grants Danick a security interest in and to the equipment/data/media to secure payment of these charges incurred hereunder. Any items, which have not been claimed and/or paid for within thirty (30) days after the date of completion of the engagement, will be considered abandoned by the Customer and may be disposed of (including equipment/data/media/media containing data) at the sole discretion of Danick.

Service Warranty.

Danick for itself only grants a limited warranty for a period of seven (7) days from completion of engagement. This warranty shall only apply to subsequent occurrence(s) of exact problem(s) diagnosed and charged for. This warranty does not cover any travel, shipping or per diem expenses incurred due to additional service(s) needed.

Limitation of Liability; Limitation of Damages.

In no event will Danick or its suppliers be liable for damages whatsoever, including without limitation damages for loss of data, loss of business, loss of business profit, business interruption(s), or other pecuniary loss, or incidental, consequential, direct or indirect damages arising from the engagement, even if Danick or any authorized representative has been advised of the possibility of such damages. Customer acknowledges that the estimated and actual fees and charges reflect this limitation of liability and allocation of risk. The total liability of Danick or its suppliers to Customer under this agreement shall in no event exceed the total sum paid by Customer to Danick for this engagement.

Customer's Representation and Indemnification.

Customer warrants to Danick that it is the owner of, and/or has the right to be in possession of, all equipment/data/media furnished to Danick; and that the Customer will defend, at its expense and indemnity, and hold Danick and its suppliers harmless against any damages or expenses that may occur (including reasonable attorney's fees), and pay any cost, damages, or attorneys' fees awarded against Danick resulting from Customer's breach of this section.

Uncontrollable Circumstances.

Danick's performance of any part of this Agreement shall be excused to the extent that such performance is hindered, delayed, or made impractical by; (a) the acts or omission of the Customer; (b) fire, flood, strike, war, riot, acts of God; unavailability of parts or software; (d) any other cause (whether similar or dissimilar to those listed) beyond the reasonable control of Danick. Upon the occurrence of any such event(s), Danick shall notify the Customer of the nature and extent of the event(s) so that decisions to mitigate the negative effect(s) of such event(s) may be promptly made.

Miscellaneous.

The parties agree that this Agreement shall be construed and the relations of the parties shall be determined in accordance with the Laws of the State of Massachusetts; provided, however, that if any provision of this agreement is in violation of any applicable law, such provision shall to such extent be deemed null and void, and the remainder of the Agreement shall remain n full force and affect. The place of adoption of this Agreement is deemed to be the principal place of Danick Systems, LLC, 777 Centre St. Jamaica Plain, Massachusetts. Any revision or modification to this Agreement shall be effective only if it refers to this Agreement, is in writing, and is signed by an authorized representative of each party to this agreement. Facsimile signatures for this Agreement and/or any subsequent exhibits are effective to bind the signing party and admissible in any court and/or for any lawful purpose. This Agreement, together with any exhibits or other attachments, constitutes the entire Agreement between the parties in relation to this subject matter.

I have read, understand and consent to the agreement presented here and on the terms & conditions page.

Signature of authorized officer: _____ Date: _____

Please print name: _____

Company name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Fax#: _____

Email Address: _____