

Terms and Conditions

GENERAL: Pricing and availability are subject to change without notice. Service First Computers has no liability in the case of orders arising from typographical errors and reserves the right to cancel any orders without assigning any reasons. Every effort has been made to ensure accuracy of information provided and Service First Computers is not responsible for any errors contained therein. Quantity limit for order may apply for certain Items.

PRICES: All prices quoted are exclusive of taxes, freight charges, and handling charges. Purchaser shall furnish SERVICE FIRST COMPUTERS (Hereinafter referred to as the Company) with an appropriate tax exemption certificate, if applicable.

FEES AND COSTS: Purchaser shall pay all costs and expenses incurred by the Company in collection of any sums owing by the purchaser, including reasonable legal fees. Each returned check shall be subjected to thirty dollars USD (\$ 30.00 USD) handling charge. A finance charge will be added to 30 day past due accounts at the rate of 1.5% per month, including but not limited to, twenty dollars USD (\$ 20.00 USD) administration charge per month, applicable postal fees, and any legal costs incurred.

INTERNATIONAL SALES : SERVICE FIRST COMPUTERS is not responsible for ANY international duties, tariffs, fees or taxes, as these are the sole responsibility of the recipient.

DELIVERY: Shipment of all products shall be FOB the Company business, unless otherwise indicated. In the event of damage, delay, or loss due to the mishandling in transportation, purchaser shall deal directly with the common freight carrier. Purchaser shall instruct the Company with shipping instructions, if no specific instructions are given, the Company will select the most reasonable shipping method to ensure the on time delivery, with reasonable freight cost. The Company is not liable for delay or any freight Charge of shipment due to the absence of shipping instruction from purchaser. In the case of shipment delay due to the cause of purchaser, the Company will store all products ordered at purchaser's risk and expense.

RISK OF LOSS: Any risk of loss or damage to products shall be passed to the freight carrier, purchaser, or purchaser's agent at FOB point.

CHANGES AND CANCELLATIONS: Orders accepted by the Company are not subjected to change or cancellation by purchaser without the consent of the Company or its authorized agents. A minimum of twenty percent (20%) handling charge may be applied to the orders changed or canceled.

Jurisdiction and Venue: Should legal action commence to interpret or enforce the terms of this Agreement, jurisdiction and venue shall be in the Municipal or Superior Courts of the County of Osborne, State of Kansas or elsewhere upon the mutual agreement of all parties.

Governing Law: All questions with respect of the construction of this Agreement, and the rights and liabilities of the parties hereunder, shall be determined in accordance with the applicable provisions of the law of the State of Kansas, without giving effect to the choice of law principles.

Attorney's Fees: If any legal action or any arbitration or other proceedings are brought for the interpretation or enforcement of this Agreement, or any rights of the parties with regard to this Agreement, and/or any related agreement, or because of an alleged dispute, breach, or default, the successful or prevailing party shall be entitled to recover its reasonable attorney's fees and expenses, and any costs associated with any enforcement proceeding.

CONFLICTING TERMS: All orders accepted by the Company shall be subjected to Company's Standard Terms and Conditions of Sales. Any terms and conditions presented in orders placed by purchaser, which are in conflict with the Company's Standard Terms and Conditions then in effect, shall be inapplicable without the written approval from the Company.

CONFIRMATION: Purchaser's receipt of the terms and conditions contained herein without prompt written objection thereto, or an acceptance of any of the products covered by purchaser's order that is hereby confirmed, shall constitute an acceptance of all terms and conditions set forth on the face and reverse side of this invoice.

SECURITY INTEREST: Upon delivery and acceptance by the purchaser, as security for the due and punctual payment of any sums due there under or under any purchase order from the purchaser to the Company, purchaser hereby grants to the Company a Continuing purchase money security interest in all the products and any proceeds thereof in which the purchaser now has or hereafter has any right, title, or interest. Purchaser shall join with the Company at Company's request, from time to time in executing financing statement, amendments thereto and continuation statements, and pay the costs of the filing of the same whenever the Company deem desirable, and execute and deliver to the Company all documents and instruments, and do such other acts and things as the Company may reasonably request in order to effectuate fully the purpose of this grant of security interest. In the event of the purchaser is in default under the security agreement provided herein, the Company shall have all rights and remedies provided by law.

PATENTS: The Company agrees to (i) defend at its own expense for any suits or proceedings brought in the United States against its purchaser or its customers, to the extent that such suits or proceeding are based on a claim of infringement of any United States Letters Patents by any products, as such, sold in accordance with this confirmation; (ii) pay any final judgment for such infringement entered in any such suits; (iii) pay such sums which is the result of compromise or settlement of any such charges, unless such infringement is the result of designs or other special requirements specified by purchaser, or the result of applications or the usage other than those contemplated in the Company's proposal to which such product is put by purchaser or others; all of the foregoing, however, will under the conditions that the Company be promptly notified of all such charges or suits, and be promptly supplied with the contents of all communications in connection therewith. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING FROM INFRINGEMENT OF ALLEGED INFRINGEMENT OF PATENTS OR COPYRIGHTS, NOR SHALL THE COMPANY BE LIABLE FOR AMOUNT EXCEEDING THE SUMS PAID BY PURCHASER TO THE COMPANY.

WARRANTY: The Company provides limited warranty to the original purchaser of Service First Computer - branded product for one (1) year unless otherwise specified by their respective manufacturers. The warranties are subject to the following conditions (i) Should a product proved to be defective by reason of improper workmanship or material, under normal usage and service conditions within the warranty period specified, from the Company invoice date. The Company will, at its sole option, repair or replace the product without charge for parts or labor. (ii) The limited warranty is not applicable if the product is damaged by accident, improper installation, misuse, lightning, fire, water, or other acts of nature. (iii) Warranty void if the product is altered or repaired by anyone other than the Company or a Company authorized repair and service station.

SHOULD THE COMPANY'S PRODUCTS PROVED TO BE DEFECTIVE, PURCHASER'S SOLE REMEDY SHALL BE SUCH REPAIR OR REPLACEMENT AS PROVIDED HEREIN. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY LOSS OF USE, REVENUES, ANTICIPATORY PROFIT, AND DIRECT OR INDIRECT CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED WITH THE SALES, USE, OPERATION, OR INABILITY TO USE OF THE PRODUCTS SOLD.

EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION, THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, WARRANTIES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

NON SERVICE FIRST COMPUTER-BRANDED PRODUCTS: Non Service First Computers-branded products carry different return and warranty policies than Service First Computer's products. Non Service First Computers-branded products may be returned to Service First Computers in accordance with the Service First Computers return policy in effect on the date of invoice. Any warranty and technical support provided on a Non Service First Computers-branded product is provided by the original manufacturer, not by Service First Computers. The warranties and technical support may vary from product to product.

RETURNS AND REFUNDS: For non-defective products, the Company does not accept return of sold products after seven (7) days from the Company's invoice date, nor does the Company refund or credit back the purchase money after the above-mentioned period of time. To qualify for the refund or credit back, purchaser must notify the Company timely, obtain proper authorization from the Company, and at the purchaser's expenses deliver the products to the Company's business address within the above-mentioned 7-day period of time. Refunds or credit back on non-defective products shall be limited to the price of the actual products only, not including shipping and handling expenses of the purchaser, and the Company shall apply a twenty percent (20 %) restocking Charge against the purchaser.