

## TERMS AND CONDITIONS OF EVALUATION SALE

Thank you for considering Chassis Plans for your industrial computing requirements. You have requested an evaluation of one of our products. The following Terms and Conditions apply to this evaluation order.

An Evaluation Order is a sale with an agreed upon return expectation. You have the option to keep the merchandise or return it at the end of the evaluation period.

**Evaluation Period:** All evaluation units must be returned to and received by Chassis Plans within 30 days of shipment. We usually ship new merchandise for evaluation. The Commercial Code says that anything that is in a customer's possession for more than 30 days must be considered 'used' and may not be sold thereafter as new. Please allow adequate time for shipping your evaluation unit back to Chassis Plans as we must receive it within 30 days of our original shipment. Anything not returned to and received by Chassis Plans within 30 days will be considered sold and the PO then becomes due.

**Evaluation PO:** An evaluation unit will only be shipped on receipt of a standard and valid Purchase Order with net 30 day terms on approved credit. Upon return of the evaluation unit, a credit will be applied against the purchase order, effectively canceling it. The value of the purchase order must be for the quoted price. We will not accept an "evaluation PO" with no value or an evaluation PO that requires an additional PO be issued if you decide to purchase the item(s). If an evaluation is paid for by credit card, we will issue a credit against the original credit card on receipt of the merchandise.

**Terms of Payment:** In addition to the Terms of Payment listed below, all evaluation goods are payable 30 days after shipment. If you decide to keep the items, the PO becomes due 30 days after shipment, not 30 days after you decide to keep the items.

**Return Condition of Evaluation:** We usually ship new merchandise for evaluation. The unit must be returned in as-shipped (new) condition, with all original documentation, manuals, parts, diskettes, cables, etc., and in original packaging **There is no allowance for damage from "normal use"**. Any scratches, dents or other damage you inflict during your evaluation will render the unit 'not new' and not resellable. If the damage is repairable, we will advise of the repair charges. If the damage is not economically repairable, we will have to return the unit to you and the PO becomes payable on receipt. It is important that any goods returned to Chassis Plans be shipped in original packaging as use of the wrong packaging will generally cause damage to the goods in shipment. You are responsible for shipping damage if the wrong packaging is used. We will advise if we are shipping previously used material. You are still responsible for returning the unit in as-received condition.

**Cost of Shipping:** You are responsible for the cost of shipping from Chassis Plans to you and for the return. We will only ship an evaluation unit billed to your shipping account. If you do not have a shipping account we can bill to, please provide a Credit Card number we can bill the shipping costs on.

## GENERAL TERMS AND CONDITIONS OF SALE

**PRICES:** All prices quoted include cash discount and are exclusive of taxes and freight charges. Purchasers shall furnish to Chassis Plans an appropriate Tax-Exemption certificate, if applicable.

**TERMS OF PAYMENT:** All goods are payable COD immediately upon receipt, unless otherwise arranged. Finance charges of 1.5% per month (not to exceed maximum allowed by law) shall be applied on balances over 15 days past due and then monthly thereafter. Handling charges will be assessed for returned checks. In the event of Purchaser's default on payment for products purchased hereunder, Purchaser shall be responsible for all reasonable costs and expenses incurred by Chassis Plans in collection of any sums owed by Purchaser. Such reasonable costs and expenses of Chassis Plans shall include, but are not be limited to, reasonable attorney's fees, plus any other costs of such action. Chassis Plans shall not be obligated to make any further deliveries to Purchaser.

**DELIVERY:** Shipment of all products shall be FOB Chassis Plans. In the event of carrier's damage, loss, or misdelivery of product, it shall be the responsibility of the Purchaser to deal with the carrier. In the absence of specific shipping instructions, Chassis Plans will select the method and carrier it deems best. Delivery schedules are approximate only. Chassis Plans will make every reasonable effort to deliver on time; however, Chassis Plans shall not be liable for late or lost shipments.

**TITLE:** Title and risk of loss or damage to product shall pass to Purchaser upon delivery to carrier or Purchaser or Purchaser's Agent at FOB point. The above notwithstanding, Purchaser agrees that Chassis Plans shall retain a purchase money security interest in all products sold to Purchaser, and to all products now or hereafter acquired by Purchaser ("the collateral") and to any proceeds from the disposition of said products until the purchase price and other charges due Chassis Plans have been paid in full. Upon any default by Purchaser hereunder, Chassis Plans shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights shall be cumulative.

**PURCHASE ORDERS:** Chassis Plans will acknowledge the receipt of an order in writing if the request is included in the Purchase Order at time the order was placed. Prices quoted are applicable only to those quantities shown. Order for other than quoted quantities "or conditions of purchase" may be subject to price changes and should be confirmed with Chassis Plans prior to placing an order. Quotes are valid for 30 days.

**CHANGES AND CANCELLATIONS:** Orders accepted by Chassis Plans are not subject to change or cancellation by Purchaser except with Chassis Plans' written consent and upon payment of an appropriate charge to cover the cost or loss incurred by Chassis Plans which, unless otherwise agreed in writing, shall be not less that fifteen percent (15%) of the price of the goods subject to change or cancellation.

**LIMITATION OF LIABILITY:** In no event shall Chassis Plans be liable for any loss of use, revenue or anticipatory profit, or for any direct, indirect or consequential damage arising out of or connected with the sale, use or operation of goods sold.

**RETURN OF ITEMS:** In order to return an item, you must provide: 1) Chassis Plans' invoice number and date, 2) Product model and serial number. Any product returned to Chassis Plans must be complete and in original condition (including all original documentation, manuals, parts, diskettes, packaging, cables, etc.)

**CREDITS/EXCHANGES:** Returns for refund must be made within 30 days of purchase.

**WARRANTY PERIOD:** When purchased from Chassis Plans, new systems are warranted free from defect in material and workmanship for one year from the Chassis Plans invoice date. All new parts bought separately carry the manufacturer's standard warranty.

**LIMITED WARRANTY:** This limited warranty is extended only to customers, hereinafter called purchasers, who purchase products from Chassis Plans, subject to the following conditions, should this product prove defective by reason of improper workmanship or material under normal use and service conditions within one year on new systems parts & labor from the date of original purchase by purchaser, Chassis Plans will repair or, at it's option, replace the product. All New Hard Drives over 30 Days carry Manufacturers Warranty. This warranty does not cover damage to any component caused by power surge or power spike due to improperly connected equipment, or purchasers' misuse of software. If a component fails during the warranty period and the component is no longer available from Chassis Plans' distributors, purchaser has the option to upgrade and pay the cost difference between the failed component and the upgrade component. All items not manufactured by Chassis Plans are subject to the original manufacturer warranty unless expressly stated and noted by Chassis Plans. New system warranties do not cover any software. Opened or installed software is not returnable.

**SERVICE:** Service for associated Chassis Plans' warranty items will be performed in our office. It is purchaser's sole responsibility to return the serviceable item to Chassis Plans' office. The limited warranty does not apply if: (a) the product is damaged by accident, improper installation, misuse, lightning, fire, water, electrical surges or other acts of nature. (B) the product is altered or repaired by anyone other than Chassis Plans authorized warranty station, or (c) the serial number is removed or tampered with. This warranty does not cover broken or marred cabinets, cases or covers. Should this product prove defective in workmanship or material, the Purchaser's sole remedy shall be such repair or replacement as provided above. Under no circumstances shall Chassis Plans be liable for any loss or damage, direct, consequential, or accidental, arising from the use or inability to use this product. Chassis Plans makes no warranty other than the one set forth herein. Such warranty is in lieu of all other warranties, express or implied, including but not limited to any expressed or implied warranty of merchantability or fitness for a particular purpose and such constitutes the only warranty made with respect to the goods. Acceptance of this product constitutes acceptance of the stated policy terms and conditions

**GENERAL:** These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by Chassis Plans to Buyer and supersedes all prior offers, negotiations, understanding and agreements. Unless Buyer and Chassis Plans have executed a master contract which specifically supersedes and replaces the terms and conditions herein, it is expressly agreed that no prior or contemporaneous agreement or understanding, whether written, or oral, shall contradict, modify, supplement or explain the terms and conditions contained herein.

I have read and understand above Terms and Conditions and agree to abide by them in return for Chassis Plans providing a product for evaluation.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

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Purchase Order Number

\_\_\_\_\_  
Shipping Company

\_\_\_\_\_  
Shipping Account