

## **CONDITIONS OF SALE**

**Client agrees through the purchase of products and/or services,  
to the conditions of sale as set forth herein:**

### **TERMS OF PAYMENT -**

Payment Method - Unless otherwise stipulated in advance by ODI Consulting, Inc., all goods are payable COD (cash on delivery) immediately on receipt by either cash, wire transfer, cashiers check or money order made payable to ODI Consulting, Inc. Established accounts may pay with company check after agreement by ODI Consulting, Inc. Credit and net terms are only established after review of a completed credit application, financial statements and references from your banking institution.

Collections - All past due accounts may be changed to COD status at ODI Consulting's discretion. Accounts past due may be sent immediately to collections, and are assessed a 1.5% monthly finance charge on all outstanding balances. Any costs incurred for collection of outstanding debts, including reasonable attorneys fees shall be the responsibility of the buyer. Returned checks are subject to a \$25.00 NSF charges.

**DELIVERY** – Delivery schedules are approximate only. ODI will make every reasonable effort to deliver products on time. However, ODI will not be liable for late or lost shipments, nor for any loss of use or revenue resulting from these delays.

**NO HIRE** - I/We understand that should our organization hire employees or former employees of ODI Consulting within one year of their employment with ODI, we shall be responsible to pay to ODI Consulting a hiring fee of \$50,000, to be paid directly to ODI on or before the first day of employment of said employee with our company. This fee is established to cover loss of use, revenue, and anticipatory profit of said employee.

**FORUM SELECTION** – Client agrees that should any issues arise resulting in litigation, these issues shall be resolved according to the laws of the State of Florida, with venue being proper in Manatee County.

**USABILITY** - The buyer understands that ODI Consulting, Inc. makes no additional guarantees, unless stipulated in writing, as to the usability of the products purchased or as to their compatibility with each other or with additional software or hardware. The buyer agrees that ODI Consulting, Inc shall not be held liable under any circumstances for any loss or damage, direct, consequential, or incidental arising out of the incompatibility of this product for use with any other products or out of the inability to utilize the product as desired.

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

**RETURNS** – ODI accept NO returns on special order items. Stock items may be returned within 30 days of the sale—accompanied by a dated proof of purchase—with the assessment of a restocking fee. Applicable restocking fees shall be determined at the time of sale, but shall be no less than 20% of the original cost of the item. Defective items may be returned within the warranty period specified at the time of sale, and will be repaired or replaced at ODI's discretion. ODI reserves the right to provide comparable replacements, should the original item no longer be available.

### **WARRANTY –**

Warranty Coverage – The buyer understands that hardware carries a limited warranty, as specified, against physical defect for repair / replacement according to ODI's discretion. This warranty does not include recovery of data for applicable hardware. The buyer agrees that it is the buyer's responsibility to notify ODI Consulting, Inc. as to problems and defects in the hardware, and to return defective products with a copy of the invoice before expiration of the warranty. Should the product prove defective in workmanship or material, the buyer's sole remedy shall be repair or replacement, at ODI's discretion. Under no circumstances shall ODI Consulting, Inc. be liable for any loss or damage, direct, consequential or incidental arising out of the inability to utilize the product. The buyer further understands that service work carries no warranty, either written or implied.

Warranty Limitations – This warranty in no way guarantees the compatibility of products with other hardware or software, nor does it guarantee that software will be completely free from "bugs" or defects within the product. Any costs incurred due to incompatibilities or defects inherent in the software shall be paid for by the buyer and the buyer further agrees to compensate ODI Consulting, Inc. according to the service rates stipulated at the time of service, for any service work performed on the buyer's behalf resulting from incompatibilities or inherent defects (bugs) in the software. Further, the buyer understands that this warranty is void if:

1. The product is damaged by accident, improper use, or negligence.
2. Attempts have been made to repair/alter the product by anyone other than those appointed by ODI.
3. The serial number, ODI stock number, and / or any ID labels are removed or tampered with.

ODI Consulting, Inc. makes no warranty other than the ones set forth herein. Such warranty is in lieu of all other warranties, expressed or implied warranty of merchantability of fitness for a particular purpose, and such constitutes the only warranty made with respect to the goods and services listed herein. The buyer, by signing the reverse of this document, hereby signifies acknowledgment and approval of all the terms listed herein.

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Approved by:  
(please initial)