

ODI CONSULTING TERMS & CONDITIONS

Client agrees through the purchase of products/services and/or through the use of ODI's website and/or any online services to the terms & conditions as set forth herein:

TERMS OF PAYMENT -

Payment Method - Unless otherwise stipulated in advance by ODI Consulting, Inc., all deposits are non-refundable and 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.

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. Further, delinquent accounts may be assessed a \$35 late fee. Any costs and/or attorney's fees incurred for collection of outstanding debts shall be the responsibility of the buyer. Returned checks are subject to a \$50.00 charge.

LENGTH OF SERVICE CONTRACT – The minimum contract length is one year and shall commence on the date the services indicated become available to The Client. This contract is automatically extended for an additional year, unless ODI receives written notice of cancellation from The Client at least 30 days prior to the beginning of the next billing period. Further, ODI reserves the right to cancel any services/account without notice, should The Client violate the terms of this agreement or should other reasons arise, not specified herein, that ODI may see as fit and just.

DELIVERY – Delivery schedules are approximate only. ODI will make every reasonable effort to deliver products or complete services within a timely fashion. However, ODI will not be liable for late or lost shipments, nor for any loss of use or revenue resulting from delays in delivery or completion of projects. Delays in provision of products or services in no way nullifies the client's agreement to purchase or provisions of any established contract(s).

NO HIRE - Client understands that should they hire employees or former employees of ODI Consulting within one year of their employment with ODI, they are 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 and within the courts of the State of Florida, Manatee County.

USABILITY - The buyer understands that ODI Consulting, Inc. makes no guarantees as to the usability of the products/services purchased or as to their compatibility with each other or with additional software or hardware. The buyer agrees that ODI 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/services as desired. The Client agrees that should a loss of use of these services occur, the Clients' only remedy is the refund of service fees paid to ODI for the period of time during which this loss of use occurs.

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 products and services sold.

RETURNS – ODI accept NO returns except items expressly stipulated as 'Stock items' on ODI billing. These '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 –

Hardware Warranty Coverage – The buyer understands that hardware carries a limited manufacturer's warranty, as specified, against physical defect for repair / replacement according to their discretion. Warranties do not include recovery of data or installation/data transfer. The buyer agrees that it is the buyer's responsibility to notify ODI Consulting, Inc. as to defects in the product, 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 services provided carry no warranty, either written or implied.

ODI Service Warranty Coverage – The buyer understands that ODI services contain NO warranty, either written or implied. Any subsequent support services needed / requested shall be considered billable separately at ODI's standard rate(s).

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.