



## **TERMS AND CONDITIONS**

This is not a sale on approval or trial basis and, unless otherwise stipulated, payment for goods and equipment shall be made upon delivery. Title to all goods and equipment shall remain with Seller until such time as the purchase price thereof shall have been paid in full. If Buyer neglects or refuses to pay the full purchase price when due, Seller may retake possession of said equipment and supplies. Buyer agrees to pay Seller's reasonable attorneys' fees in any collection, action, suit or appeal arising from Buyer's default thereunder. This agreement shall not be amended or modified unless set forth in writing and executed by both parties. Buyer signature indicates Buyer has read and agreed to these terms. THIS IS A BINDING ORDER, not subject to cancellation.

In the event that this sale is contingent upon approval of financing for Buyer, it is understood and agreed the Buyer will obtain their own financing not through Seller. Until such time as financing is approved, title shall remain with Seller. If financing has not been approved within thirty (30) days from the date of this agreement, all rights of the Buyer to the equipment shall cease, and the equipment shall be immediately returned to the Seller in good order and condition. If the Buyer fails to return the equipment, Seller may take the equipment into his possession, and for the purpose may enter the premises of the Buyer and remove the equipment, in which event Buyer waives any trespass or claim arising from such removal.

Seller shall not be liable to Buyer or any other person for any loss, damage, or expense of any kind or for direct or consequential damage relative to, arising from, or caused directly or indirectly, by equipment or any supplies or accessories or the use thereof, or deficiency, defect, or inadequacy thereof, or any delay in delivery or installation thereof. This agreement may not be assigned or transferred by customer without the prior written consent of Seller.

This agreement shall be governed or construed in the State of Washington and exclusive venue of any action arising out of this agreement shall be in King County, Washington.

## **EQUIPMENT WARRANTIES**

Kelley Connect (KELLEY) warrants all new equipment in this order for 90 days from installation. Warranty covers labor and parts to correct defects in materials and workmanship at no charge to the customer. This warranty does not extend to the replacement of supply items or consumable parts in the equipment within the manufacturer's recommendations.

Any statements made by KELLEY salesperson(s) about these products do not constitute warranties and shall not be relied on by customer in deciding whether to purchase these goods or equipment.

## **KELLEY MAINTENANCE AND PERFORMANCE GUARANTEE**

**Performance Guarantee** - If your equipment is covered by a continuous KELLEY maintenance agreement and is out of service for more than two (2) consecutive business days after notifying KELLEY or requires off-site service, a loaner copier or facsimile will be provided by KELLEY at no additional charge.

**Equipment Training Guarantee** - KELLEY will provide initial training plus any follow-up training needed by appointment at no additional charge.

**Solution Sales & Software/Connectivity Guarantee** - KELLEY will provide initial installation and training. After 30 days, all additional training will be provided and charged on an hourly basis.

**Service Cost** - KELLEY guarantees that the cost of your maintenance agreement will not increase more than 10% per year, as long as you continue to be the original owner of this equipment.

**Service Response Guarantee** - Our Service Representative will arrive at your door within the guaranteed four (4) hour average response time over a one (1) year period.