

Terms and Conditions Agreement

Applies to all Invoices from Jim-Barry Behar, Inc. d/b/a Relentless Computer Solutions

1. Title to all equipment listed on your invoice(s) is to remain the property of Jim-Barry Behar, Inc. ("JBB"), until payment is received in full.
2. In the event that any action is filed concerning any invoice(s) and/or contract(s), and if JBB is successful, then the Customer shall be liable for all costs of collection, including reasonable attorneys' fees, whether at the trial or appellate level, and Customer agrees that venue shall be in Miami-Dade County, Florida.
3. In the event that payment for any or all invoice(s) is not made within the terms stated herein, a service charge of 1.5% per month shall accrue on the unpaid balance. Customer understands and agrees that any service charge is reasonable in light of the anticipated or actual harm, the difficulties of proof of loss, and the inconvenience of otherwise obtaining adequate remedy arising from a default in payment.
4. Checks returned for any reason are subject to a \$35.00 handling charge and/or a 3% penalty.
5. Damage in transit must be reported to the carrier and inspection must be requested within three business days of delivery to your premises.
 - a. Examine cartons carefully before accepting delivery.
 - b. Note damage or shortage on the bill of lading or delivery receipt upon receipt.
 - c. Unpack merchandise promptly to detect concealed damage, save cartons for inspection and warranty.
 - d. Notify your JBB representative immediately
6. *Risk of Loss:* All risk of loss or destruction or damage to all equipment due to theft, fire, water or other cause shall pass to Customer upon delivery of equipment to Customer, and the occurrence of any such casualty shall not relieve Customer from making payment of the balance of the purchase price according to terms.
7. *Disclaimer and Limitations of Liability:*
 - a. JBB's liability to customer for any loss, damage, or expense of any kind, resulting from, but not necessarily limited to the equipment, or by any defect therein, the use of maintenance thereof, any servicing or adjustment thereto, response time, repeated machine malfunction, negligence or any other cause whatsoever regardless of the form of action, whether in tort or in contract, shall be limited to the actual charge listed on the face of this agreement or invoice without interest.
 - b. JBB will in no event be liable for lost profits or other consequential damages even if JBB or its representatives have been advised of the probability of such damages or for any claim against customer by another party.
 - c. JBB will in no event be liable for any loss, or damage, or expense, of any of its employees, representatives, or salespersons rendering technical or other advise or representation in connection with the performance of any hardware, software, or any combination thereof unless it is specifically contained in this agreement.
 - d. No action, regardless of form, arising out of this agreement may be brought by either party more than one (1) year after the cause of action has arisen.
8. *Warranties:* All warranties are limited to those offered by the manufacturers and are extended according to the terms and conditions implied by such warranties. JBB does not endorse, is not responsible or otherwise liable for any warranties offered by the manufacturer of the product being purchased. JBB representatives can advise of warranties being offered and their limitation, and JBB's obligation to honor warranties shall be limited by any Service Maintenance Agreement between JBB and Customer.
9. *Indemnity:* Customer shall indemnify JBB against and hold JBB harmless from any and all claims, actions, proceeding, expenses, damages, or liabilities including attorney's fees, arising from a connection with the herein listed equipment, including without limitation, its manufacture, selection, purchase delivery, possession, use, operation, or return and the recovery of claims under insurance policies thereon.
10. *Inability to Perform:* JBB shall not be required to perform its obligations under this Agreement, or be liable for its failure to perform, if nonperformance is caused by any act of God, war, civil disturbance, strike, war, work stoppage, transportation, unavailability of equipment contingencies, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, or any cause not within the control of JBB.
11. *Liquidated Damages:* All payments and deposits made by customer to JBB as set forth in this agreement, are non-refundable and shall constitute liquidated damages in the event of customer's default, since the amount of damages is incapable of being ascertained.
12. *Validity of Agreement:* If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. Customer understands and agrees that neither JBB nor any of its employees, representatives, salespersons, are agents for any finance company utilized by Customer in the purchase or lease of the property listed on the face of this document.
14. *Entire Agreement:* The agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this agreement has been or is relied upon by either party. Each party has relied on its own examination of this agreement and provisions hereof, and the counsel of its own advisor. The failure or refusal of either party to inspect the agreement or other documents or the failure to obtain legal or other advise relevant to this transaction constitutes a waiver of any objections, contentions, claims, that might have been based upon such reading, inspection or advice. No modification or amendment to this agreement shall be of any force or effect unless in writing and executed by Customer and an authorized representative of JBB.

ACCEPTANCE:

Signature: _____ Printed Name: _____ Title: _____ Date: _____