



Ensure Technologies

## TERMS AND CONDITIONS

### 1. PAYMENT TERMS:

Ensure Technologies will grant net 30-day terms to customers with sound bank and trade references. Ensure Technologies is also referred to as Ensure Technologies and/or ENSURE in the Terms and Conditions. To apply, simply complete the Ensure Technologies credit application, available upon request. Any balance unpaid after 30 days will be subject to a monthly finance charge of 1½%. A \$25.00 service charge will be incurred for all returned checks. Customer agrees to pay all costs of collection and attorney fees for delinquent amount.

### 2. COD POLICY:

Initial shipments for new customers not yet approved on terms will require Cash on Delivery (COD), certified check or credit card.

### 3. WIRE TRANSFER PROCEDURE:

In order to save any COD charges, you may wire transfer funds to Ensure Technologies. Contact Ensure Technologies for wire transfer procedures.

### 4. RETURN OF MERCHANDISE:

A. It is necessary to call our Returns Department for approval prior to the return of product. The RMA issuance is dependant upon each manufacturers return policy. Our customer service department will provide you with a Return Merchandise Authorization number and a shipping label.

B. Please have the following information available:

- a. Purchase order number.
- b. Invoice number.
- c. Quantity to be returned.
- d. Manufacturer part number(s).
- e. Reason for return.
- f. Product opened/unopened
- g. Serial number.

C. No return will be accepted without an approved Return authorization number (RMA) number. All requests for any return must be called in within ten (10) days of the Invoice date. Any opened items are subject to a restocking charge up to the total cost of product. Any custom or special order, including but not limited to PC and ROUTER configuration and discontinued merchandise, **CANNOT BE RETURNED**. All defective products unless otherwise stated will be returned directly to the manufacturer by the end user for repair or replacement per manufacturers warranty policy. Consult manufacture for return procedures.

### **THE RETURNED MERCHANDISE MUST BE RECEIVED AT OUR CORPORATE OFFICES**

**3434 106th Circle Suite M, Urbandale IA 50322**

**NO LATER THAN SEVEN (7) BUSINESS DAYS FROM THE DATE OF RMA ISSUANCE.**

D. Use the Ensure Technologies RMA shipping label on cartons being returned.

**DO NOT WRITE ADDRESSES OR RMA NUMBERS ON THE MANUFACTURER'S BOXES. PLEASE PACKAGE ALL RMA's IN AN OUTER BOX TO PREVENT DAMAGE. NON-DEFECTIVE PRODUCTS MUST BE IN RESELLABLE CONDITION TO RECEIVE CREDIT.**

All products must be shipped freight prepaid and insured factory sealed in the original carton with all hardware, software, manuals, cables, etc. intact.

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E. Ensure Technologies reserves the right to have a Ensure Technologies Technical Support Specialist verify all defective products.

F. Upon receipt of the product and processing of the proper documentation, appropriate credit will be issued.

G. Due to the price fluctuation, all product returns are subject to current day pricing upon receipt at Ensure Technologies' facilities and/or a **minimum 15% RESTOCKING CHARGE**.

### **5. IBM POLICY:**

As per current IBM policy, all IBM products cannot be returned even if **unopened** and/or **DOA**. All IBM DOA must be repaired through an authorized IBM Service Center.

### **6. CLAIMS:**

If there is any apparent external shipping damage ACCEPT the shipment. Note damage on bill of lading or freight bill if possible and notify **Ensure Technologies within two (2) business days of receipt**.

### **7. DOA:**

If a product arrives DOA (Dead on Arrival); Ensure Technologies must be informed within three (3) days of receipt of goods. Products arriving DOA and all defective products are handled directly through the manufacturer's warranty program. All warranty and registration cards must be filled out by the customer and sent back to the appropriate manufacturer in order to activate the warranties. Please be sure to remove any added components from the product being returned.

### **8. WARRANTY:**

Product warranties, if any, are provided by the manufacturer or publisher of the products. Ensure Technologies makes no warranties whatsoever. Ensure Technologies' sole obligation (and Customer's sole remedy) in the event of breach of any warranty shall be the repair or replacement of defective parts.

### **9. NON-SOLICITATION PROVISIONS/SERVICES:**

Among Ensure Technologies' many services, we pride ourselves in the business of providing premier technical services for our clients. Ensure Technologies invests much time, effort and money in training and maintains a highly skilled and technical staff of personnel to accomplish these services. In order to keep this level of expertise available to our client base, you, your company, and subsidiaries and/or successors or assigns agree not to solicit, hire or retain, in any capacity whatsoever, either directly or indirectly, whether as employee, agent, or independent contractor any of Ensure Technologies' representative technicians, without Ensure Technologies' prior written consent. You further acknowledge that the failure to honor this Non-solicitation provision would result in Ensure Technologies suffering irreparable harm. As the exact amount of such damages cannot be readily quantified, you hereto agree that upon a breach of the Non-solicitation provision, customer shall pay to Ensure Technologies as liquidated damages (and not a penalty) the sum of \$50,000 for such breach. The aforementioned liquidation damage provision in no way limits Ensure Technologies' additional right to seek injunctive or any other equitable remedies respecting such breach or continuing breach. In addition Ensure Technologies agrees it will not solicit, hire or retain in any capacity whatsoever, either directly or indirectly any of your employees. The provisions of this article shall remain in effect for the term of this agreement and for a period of one year after the termination of this agreement.

### **10. NO ORAL MODIFICATION:**

No Modification, amendment or waiver of any of the provisions of these terms and conditions shall be effective unless made in writing specifically referring to these terms and conditions and duly signed by each party hereto.

**Revised 11/1/2004**



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**11. ARBITRATION & MEDIATION:**

THE CUSTOMER IS REQUIRED TO PAY ALL INVOICES FOR PRODUCT SHIPPED AND FOR SERVICES RENDERED UNDER THE TERMS AND CONDITIONS LISTED ABOVE. THE CUSTOMER BECOMES FULLY LIABLE FOR ANY AND ALL ATTORNEY FEES AND COURT COSTS ON INVOICES NOT PAID WHEN DUE. In the event of any dispute, Ensure Technologies does reserve the right to arbitration. This arbitration shall be conducted pursuant to the existing rules, regulations, and procedures of the **American Arbitration Board**. This arbitration shall be held in the County of Polk County, State of Iowa.

Any decision rendered by the arbitrator shall be final, conclusive and binding upon the parties to the arbitration and may be enforced by the judgment and order of any court having competent jurisdiction. Each party will pay the administrative fee charged by **AAA** and the cost of the **AAA** mediator and/or arbitrator shall be paid by each party in accordance with the **AAA** fee schedule in effect at the time of filing.

**These terms and conditions are subject to change without prior written notice at any time, at Ensure Technologies' sole discretion.**

Please sign and return:

I have read and agree to the aforementioned terms and conditions policy.

**Company:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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