

UBEO Terms and Conditions

UBEO SOFTWARE ORDER - TERMS AND CONDITIONS

The terms on this Software Order Form constitute the software purchase agreement between the purchaser and the seller. This is a binding order, not subject to cancellation.

The Buyer grants to UBEO a security interest in the above described goods to secure payment of the purchase price. Buyer authorizes UBEO to file a UCC-1 Financing Statement, and authorizes UBEO, as Buyer's attorney-in-fact, to execute and file the financing statement. Buyer agrees to pay all of UBEO costs in the collection of any amount due hereunder in the recovery of any property, pursuant hereto or in the enforcement of its right against Buyer, including reasonable attorney's fees, whether or not suit be brought. Customer agrees that in the event of any default of this agreement, UBEO may remove products affected by the default from customer's premises with or without process of law.

Payment terms are upon receipt of invoice (URI) unless otherwise specified. Late charges of 1.5% per month on the outstanding balance will be added if payments are not received within 15 days of the invoice date. The minimum late charge is \$9.50. Late charges will not exceed the maximum permitted by law. Buyer agrees to pay seller a returned check charge of \$25.00 per occurrence if any of buyer's checks are returned to seller unpaid. Upon default of any payment or any other aspect of this agreement, seller may, at its option, declare the entire outstanding balance immediately due and payable.

Other than the obligations set forth herein, UBEO disclaims all warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. UBEO shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the use or performance of the equipment or the loss of use of the equipment.

UBEO shall be temporarily relieved of its obligation in the event that labor disturbance, acts of God, unavailability of product, or other circumstances beyond UBEO's control prevent UBEO from fulfilling the terms of this agreement.

No goods may be returned without UBEO's approval or prior written consent. A) Only consumable goods invoiced within 60 days will be considered for return. B) On authorized returns, buyer agrees to pay a restocking charge equivalent to 30% of the purchase price. C) Merchandise returned without authorization may not be accepted at the receiving dock, and is the sole responsibility of the buyer. D) All non-saleable merchandise (that has been partially used or opened) will be deducted from any credit amount due the buyer.

All claims regarding shipments and receipt of goods must be made within 7 days of delivery. Applicable taxes shall be added to the purchase price unless the customer has supplied a tax exemption or resale certificate (prior to shipment) acceptable to the proper taxing authorities.

I acknowledge the above stated Terms & Conditions: _____

Date: _____