

BarCode and POS
"Barcode and Pos made easy"

SOFTWARE/HARDWARE PURCHASE AND SERVICES AGREEMENT
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BARCODE & POS ("BCPOS") will sell the following hardware and/or software and/or SERVICES subject of this Agreement under the following terms and conditions.

1. _____ (Client / Customer) agrees to purchase the following hardware and/or software and/or SERVICES items and agrees to prepay BARCODE & POS the total of the purchase price of: via www.BARCODENANDPOS.COM website store or BARCODE & POS PRICELIST QUOTE or Client / Customer agrees to prepay BARCODE & POS the total purchase price of BARCODE & POS PRICELIST QUOTE through a Leasing Company. The items are as follows:

(SEE www.BARCODENANDPOS.COM website store Products and Services or BARCODE & POS INVOICE or PRICELIST QUOTE) or SPECIAL OFFER, or Manufacture's contract #(s):

Client / Customer agrees, that an assessment / inspection, stakeholder analysis, site visits, gathering requirements, must be performed to produce the proper Scope and Statement-of-Work (SOW) for sign-offs...*(See attached SOW)!*

NOTE:

Installation, Training and Support, not part of this contract, will be bill separately at a minimum of \$150/hr (4-Hrs-Block-of-Time) minimum!

TOTALCOST (INVOICE-PRICELIST-PROPOSAL)! FOR ALL SALES, CUSTOMER WILL PAY BARCODE & POS FOR ALL TANGIBLES/INTANGIBLE (SOFTWARE/HARDWARE) UPFRONT OF: Total Payment...

And TAXES and SHIPPING & HANDLING may/will be billed separately!

Or See Lease Contract!

2. Upon payment of the items shown in paragraph 1, above, BARCODE & POS agrees to place purchase orders for said items, if necessary.

3. After receipt of said items shown in paragraph 1, above, customer may contract BARCODE & POS OR IT'S PARTNERS to open packaging (see paragraph 5) to install said hardware and/or software into Customer's system or store in a timely and professional manner. And/or Customer may contract BARCODE & POS OR IT'S PARTNERS for all other services not part of this contract: At the bill rate listed above: In paragraph 1. Moreover, customer agrees to provide all necessary co-operation to assist BARCODE & POS or IT'S PARTNERS in performing such installation. Customer also agrees to pre pay for any and all services render in the amount due under paragraph 1 above. In addition, Customer also agrees to pay BARCODE & POS or IT'S PARTNERS for any items not shown in paragraph 1, above, and if there are any additional services or products desired by customer out side this contract, a new P.O. will be required!

Customer Initials: _____

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4. All warranties for the hardware and/or software shall be only those warranties provided by the original Manufacturer of such hardware and/or software and any claim for breach of any such warranty shall be made against the Manufacturer. BARCODE & POS makes no warranty whatsoever of merchantability or fitness for a particular purpose and THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. Note: Original Manufacturer's warranties are only good for 1 year after date of purchased unless otherwise specified.

5. CUSTOMER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT WHEN PURCHASING FROM WWW.BARCODEANDPOS.COM WEBSITE STORE, HE/SHE HAVE READ AND ACCEPT THE SHIPPING AND RETURN POLICIES ON LINE AND/OR UPON ACCEPTING ANY SOFTWARE OR HARDWARE PURCHASED AND OR OPENING AND OR RECEIVING AND OR SIGNING THIS CONTRACT THAT ALL SALES ARE FINAL AND THERE IS (NO RETURNS OR REFUNDS) OF THE PACKAGING OF ANY SOFTWARE OR HARDWARE PURCHASED PURSUANT TO PARAGRAPH 1, 2, & 3 ABOVE, AS IT IS THE POLICY OF SOFTWARE AND OR HARDWARE MANUFACTURER'S TO DENY REFUNDS PACKAGING AND BARCODE & POS WILL NOT BE HELD LIABLE FOR LOSS OF PROFITS OR ANY OTHER INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

**6. ALL MANUFACTURER'S HARDWARE AND SOFTWARE ARE SUBJECT TO CHANGE WITHOUT NOTICE DEPENDING ON PRICING AND AVAILABILITY!
See Paragraph 4.**

7. DAMAGES FOR THE BREACH OF THIS AGREEMENT BY BARCODE & POS SHALL BE LIMITED TO THE SUM OF ANY MONEYS ALREADY PAID TO BARCODE & POS UNDER THE AGREEMENT, WHICH THE PARTIES AGREE IN ADVANCE IS REASONABLE IN THE LIGHT OF THE ANTICIPATED OR ACT HARM CAUSED BY THE BREACH, THE DIFFICULTIES OF PROOF OF LOSS, AND THE INCONVENIENCE OR INFEASIBLE OF OTHERWISE OBTAINING AN ADEQUATE REMEDY.

8. Any dispute between the parties to this Agreement shall be resolved through the process of binding arbitration as a precondition to the filing of a lawsuit within the state of Georgia law in Fulton County to resolve any such dispute.

9. POLICY:

Upon completion of purchase Hardware/Software/Services, Customer understand and agree that There are no refunds and All sales are final! And customer will NOT hold BARCODE & POS liable for any refunds or remedies. (See paragraph 4, 5, 6). It will be the Customer's responsibility to contact the original Manufacturer to resolve all issues or concerns: as it is the policy the original Manufacturer to address any and all remedies or resolutions within their guide lines.

10. This contract may remain perpetual for all future sales transactions

Customer Initials: _____

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11. Customer, by initialing each page and by his/her signature below, agrees to all of the terms and conditions of this Agreement.

CUSTOMER: _____
COMPANY NAME _____ **PHONE NUMBER** _____

CREDIT CARD NUMBER _____ **EXPIRATION DATE** _____ **PIN #** _____

*Note: If you have purchased from
the Internet only, place the last 4 digits...*

ADDRESS _____ **CITY** _____ **STATE** _____ **ZIP** _____

TITLE _____ **PRINT NAME** _____ **PHONE #** _____

SIGNATURE _____ **DATE** _____

BARCODE & POS
11877 Douglas Rd. Ste. 102334
Johns Creek, Georgia 30005
(770) 751-0001 telephone
(770) 674-8534 facsimile

You may place item list(s) here or attachments:

Customer Initials: _____