

BAILEY OFFICE EQUIPMENT, INC.

123 E. SECOND STREET • P.O. BOX 661 • OTTUMWA, IOWA 52501
PHONE 641-684-6528 • FAX 641-684-4297
E-MAIL : sales@baileyoffice.com

Terms and Conditions of Sale

Warranty: It is understood that Bailey Office Equipment is not the manufacturer of any of the equipment sold to its customers. All warranties offered are those of the manufacturers of the equipment and not Bailey Office Equipment. Bailey Office Equipment assigns to the buyer all warranties, if any, received by it from the manufacturer. Bailey Office Equipment accepts responsibility for labor charges incurred for replacement of warranty replaced items of equipment for one year after date of original invoice. Replacement of defective or otherwise items of equipment is not cause for renewal or extension of original warranty set forth therein. Buyer is relying upon the manufacturer's specifications and is not relying upon the brochures, photographs and other illustrations representing the equipment, as improvements are constantly being made in design and operation. There are no understandings, agreements or statements made in conduct implied from past dealings which shall apply to the equipment being sold hereunder, unless fully expressed in these terms and conditions. Buyer further represents and acknowledges that Bailey Office Equipment has not made any representations or warranties, direct or indirect, express or implied as to any matter whatsoever, including without limitation, the design or condition of any item of equipment, its merchantability or its suitability or fitness for any particular purpose, the quality of the material or workmanship of any item of equipment, improper delivery, installation, or handling by non-Bailey Office Equipment personnel, delay in delivery or conformity of any item of equipment to the provisions and specifications of any purchase orders relating thereto. All such warranties are expressly excluded hereby. In no event shall Bailey Office Equipment extend warranties set forth by the manufacturer (including, but not limited to, labor for repair, shipping and handling for repair of defective parts covered under manufacturer warranty, or labor incurred for diagnosing defective parts not covered by the warranty expressed herein) all such events will be billed at the current billing rate. To the maximum extent permitted by applicable law, in no event shall Bailey Office Equipment or its suppliers be liable to buyer for incidental, consequential, indirect, special or punitive damages (including, but not limited to, lost profits, business interruptions, loss of business or personal information or other pecuniary loss) regardless of whether such liability is based on breach of contract, virus, tort (including negligence), strict

liability, breach of warranties, failure of essential purpose or otherwise and even if advised of the possibility of such damages. If goods herein being purchased for purpose of export, purchaser must obtain from the federal government certain export documentation before shipping to a foreign country. In addition, manufacturer warranties for exported goods may vary or even be null and void. If you have any questions, please inquire. Any and all liability is only for the products purchased.

Limitation of Liability: Bailey Office Equipment does not accept liability beyond the remedies set forth herein, including any liability for products not being available for use or for lost or corrupted data, software, or the provision of services and support. This limitation of liability applies both to products and support customer purchases under this agreement. Buyer agrees that for any items of equipment (including software) not purchased under original agreement, Bailey Office Equipment makes no warranty under this agreement. Buyer agrees that for any liability related to the purchase of products or services bundled with the products, Bailey Office Equipment is not liable or responsible for any amount of the damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement. Buyer agrees that for any liability related to the purchase of services not bundled with the products under this agreement, Bailey Office Equipment is not liable or responsible for any amount of the damages above the aggregate dollar amount paid by customer for the purchase of products under this agreement.

Internet Disclaimer: Internet connectivity requires access services from an internet service provider (hereafter referred to as ISP). Contact your local ISP for terms, rates and conditions. 56k modems are capable of 56kps download; however, current Federal Communication Commission regulations limit download speeds to 53kps.

Pricing Disclaimer: All pricing subject to change. For all prices, products and offers, Bailey Office Equipment reserves the right to make adjustments due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and other extenuating circumstances.

I have read and agree with the above terms and conditions

Customer Signature: X _____