



Shipper Signature Waiver Form

Name: _____

Delivery Address: _____

Delivery State: _____ City: _____ Zip: _____

Phone Number: _____

Shipper: Please leave package at door.

I hereby waive the right to be present upon delivery, and my signature below is my authorized waiver and release to any shipper to leave the package without my signature in person. The following signature is my authorized signature for delivery. Please leave the package at my door.

I am waving my right to credit card and or paypal.com charge backs lost, stolen, or weather damaged shipments as I am assuming all responsibility for all future shipments.

Signature:

Authorized Addressee

Date

Buyer has read the terms and conditions set forth on the 2nd page of the form and accepts seller's services and or products, if applicable upon such terms and conditions. All sales final.

Fax copies to: (440) 366-6269 or email to solutions@hollandcomputers.com



HollandComputers
multiple solutions . . . one company



Additional Provisions

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND A) WITH RESPECT TO PARTS, MATERIALS AND EQUIPMENT, THE DAY ON WHICH THE MANUFACTURER'S WARRANTY, IF ANY, EXPIRES OR, WITH RESPECT TO USED OR REMANUFACTURED PARTS, MATERIALS AND EQUIPMENT, NINETY (90) DAYS AFTER SALE, AND B) WITH RESPECT TO LABOR, ONE YEAR AFTER THE DATE SUCH LABOR WAS PERFORMED, AND THIS AGREEMENT SPECIFICALLY EXCLUDES AND DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. ALL PARTS, MATERIALS AND/OR EQUIPMENT ARE SOLD "AS IS." HOLLAND COMPUTERS, INC. WILL MAKE REASONABLE EFFORTS TO ASSIST CUSTOMER WITH REGARD TO ALL WARRANTIES, IF ANY, PROVIDED FOR CUSTOMERS BENEFIT BY THE ORIGINAL SUPPLIER OR MANUFACTURER WITH RESPECT TO PARTS, MATERIALS AND/OR EQUIPMENT SOLD PURSUANT TO THIS ORDER.

Terms and Conditions

TAXES

The price set forth on the front page hereof includes sales taxes payable to the State of Ohio. The price does not include any other taxes, federal, state or local, which may be payable, including, without limitation, local property, license, privilege, use, excise, gross receipts which may not or hereafter be applicable to, measured by, or imposed upon Customer with respect to the transaction contemplated by this Agreement, the parts, materials and/or equipment sold pursuant to this Agreement, or any services performed in connection therewith. Customer agrees to pay all such taxes, if any, and to indemnify and hold harmless Holland Computers, Inc. from any and all such taxes and any interest, penalty, or other expense related to any such tax.

TERMINATION

Any order or contract may be terminated by the Customer only upon payment of a cancellation fee in an amount equal to expenses already incurred and commitments made by Holland Computers, Inc., including, without limitation, labor costs and the costs incurred for the purchase of any parts, materials and/or equipment.

SECURITY FOR PAYMENT

To secure the payment of any and all amounts due Holland Computers, Inc. (including amounts due for labor), Holland Computers, Inc. retains and the Customer grants to Holland Computers, Inc. a security interest in the parts, materials and/or equipment under the Uniform Commercial Code in the parts, materials and/or equipment purchased hereunder, and Customer agrees to execute and deliver to Holland Computers, Inc. such security agreements and financing statements as Holland Computers, Inc. may reasonably request if the Customer fails to make payment in accordance with the terms hereof.

BINDING ARBITRATION/JURISDICTION/INDEMNIFICATION

Customer agrees that any dispute or claim arising out of this Agreement shall be settled by binding arbitration under the rules and procedures of the American Arbitration Association, and such arbitration shall be held in Lorain County, Ohio only. Customer shall indemnify and hold Holland Computers, Inc. harmless from all expenses (including reasonable attorneys' fees), claims, demands, suits, judgments, actions, costs and liabilities (including those alleging negligence on the part of Holland Computers, Inc.) which arise from, relate to or are connected with the Customer's negligent possession, use, operation or resale of the parts, materials and/or equipment described herein.

EXCLUSIVE REMEDY/LIMITATION OF LIABILITY

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH ANY CLAIM, ARBITRATION, LAWSUIT OR OTHER CAUSE OF ACTION WHATSOEVER DIRECTLY OR INDIRECTLY RELATING TO OR ARISING OUT OF THIS AGREEMENT, OR ANY SERVICES RENDERED BY HOLLAND COMPUTERS, INC. IN CONNECTION THEREWITH, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, SHALL BE REPAIR OR REPLACEMENT OF THE DEFECTIVE PART, MATERIAL AND/OR EQUIPMENT WITH CONFORMING PARTS, MATERIALS AND/OR EQUIPMENT. IN THE EVENT THAT REPAIR OR REPLACEMENT IS AN INEFFECTIVE REMEDY, CUSTOMER'S SOLE AND EXCLUSIVE ADDITIONAL REMEDY IS THE RIGHT TO RECOVER AN AMOUNT NOT TO EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PART, MATERIAL, OR EQUIPMENT UPON RETURN OF THE DEFECTIVE PART, MATERIAL OR EQUIPMENT TO HOLLAND COMPUTERS, INC. AT CUSTOMER'S COST.

HOLLAND COMPUTERS, INC. SHALL NOT IN ANY EVENT BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE. ANY LAWSUIT OR ARBITRATION BASED ON OR RELATED TO THIS AGREEMENT OR THE PARTS, MATERIALS, EQUIPMENT AND LABOR SOLD OR RENDERED BY HOLLAND COMPUTERS, INC. SHALL BE BARRED AFTER THE DATE SET FORTH IN THE SECTION ENTITLED "ADDITIONAL TERMS" HEREIN ABOVE.

AUTHORITY TO SIGN AGREEMENT

The individual executing this Agreement on behalf of Customer warrants and represents to Holland Computers, Inc. that he or she has full authority to execute this Agreement on behalf of Customer, and that this Agreement constitutes a legal, valid and binding agreement and obligation of Customer in accordance with its terms. In the event Holland Computers, Inc. is advised or notified that the individual executing this Agreement does not have said authority on behalf of Customer, then the individual executing this Agreement shall be personally liable under the terms hereof, including, without limitation, any and all sums due Holland Computers, Inc.

LATE CHARGE; RETURNED CHECKS

Customer agrees to pay, in addition to the sums otherwise due Holland Computers, Inc. pursuant to this Agreement, a late charge of 1.75% on any balance due and not paid within thirty (30) days of the due date thereof. In the event Customer pays by check, and any such check is returned to Holland Computers, Inc., whether by reason of insufficient funds, stop payment or otherwise, Customer agrees to pay Holland Computers, Inc. the sum of \$25.00 for each such returned check in addition to any other costs incurred by Holland Computers, Inc. with respect to any such returned check.

MISCELLANEOUS PROVISIONS

Customer understands that Customer is responsible for data back-up to tape or other media prior to service by Holland Computers, Inc. Product returns will only be accepted by Holland Computers, Inc. if made within seven (7) days of purchase and is accompanied by all original packaging, documentation, and purchase receipt. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Ohio applicable to contracts wholly performed within the State of Ohio. The parties acknowledge and warrant that this Agreement is the complete agreement between them and that no promises, representations or warranties other than those contained herein have been made or relied upon unless by written agreement signed by all of the parties hereto. In the event that any provision of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.