

TERMS AND CONDITIONS

1. The Buyer agrees to accept and pay for all shipments and deliveries according to the following terms: a) Sales of Machines, machine parts, machine accessories, cutters, fabricated parts or fabricated materials, engraving materials, consumable items, machine service repairs, and/or extended warranty contracts are due and payable as invoiced; b) warranty replacement parts are invoiced and due as invoiced unless original part is returned within 30 days of invoice date, the Seller will automatically bill customers credit card for invoiced replacement parts if original part is not returned within 30 days of invoice date; c) all internet orders will be prepaid without regard to the delivery or non-delivery of any other installment. Payments shall be made in the State of Georgia in legal tender of the United States.
2. Buyer agrees to pay service charges on the outstanding balance for which payments have not been received according to terms stated. The service charges shall be 1 1/2% per month of the customer's outstanding past due balance, after deducting current payments and credits. Such service charges shall become part of the Customer's outstanding balance.
3. The Buyer acknowledges that it has special skill and knowledge in the selection and use of the items purchased from the Seller and expressly disclaims any reliance upon any statements or representations made or to be made by the Seller regarding the sale. The Buyer also waives and releases Seller from any liability for damages, whether direct, indirect, incidental, special, consequential, or punitive, for breach of warranty, or otherwise. Seller's liability on any claim of any kind, including, but not limited to, warranty, negligence, strict liability, and any other cause of action, for any loss or damage arising out of, connected with, or resulting from the performance or breach of the terms of sale of any Machines, parts, accessories, cutters, items, repairs, or materials, or the design, manufacture, sale, delivery, or operation or use of such, shall in no case exceed the purchase price allocable to the goods or services, or part of those goods or services that give rise to the claim.
4. Where the Buyer has declared or manifested an intention that he will not accept delivery of any merchandise in accordance with the provisions of this agreement, no tender of such merchandise shall be necessary but the Seller may, at its option give notice in writing to the Buyer that the Seller is ready and willing to deliver such merchandise in accordance with the provisions of this agreement and such notice shall constitute a valid tender of delivery and an appropriation of such merchandise to this agreement by the Seller, to which the Buyer hereby consents.
5. The Buyer agrees to inspect all material immediately upon delivery to verify: (a) the quantities described in the accompanying delivery ticket are the quantities delivered and (b) there are no visible defects in the material. The Customer also agrees to examine all delivery tickets and invoices upon receipt. The Buyer shall within fifteen (15) days of arrival, give written notice to the Seller of any claim that the merchandise does not conform with the terms of the agreement. If the Buyer shall fail to give such notice, the merchandise shall be deemed to conform to the terms of the agreement, and the Buyer shall be bound to accept and pay for the merchandise in accordance with the terms of the agreement. The Buyer expressly waives any rights the Buyer may have to revoke acceptance after such fifteen (15) day period.
6. The Seller shall not be held liable for any failure to deliver, or for any delays in deliveries of, merchandise hereunder, caused by or resulting from fires, strikes, lockouts, accidents, floods, embargoes, foreign and domestic wars, railroad delays, car shortages, shortages of labor, fuel, power or raw materials, governmental regulations imposed by legislation, rulings or action of any domestic government, whether federal, state or municipal or any foreign government, or any subdivision, board, agency or instrumentality of any thereof, and without limitation, any other causes or contingencies, whether similar or dissimilar to those hereinabove enumerated, beyond the control of the Seller, and the time of performance of the Seller, in any such event shall be extended for the full duration of the existence of any such cause or causes, and the Seller shall have the right in any such event; at its option, upon three (3) days notice in writing to the Buyer, to cancel this order with respect to the undelivered portion thereof or any part thereof.
7. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. The parties shall not be bound by any agent's or employee's representation, promise or inducement not set forth in this agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of the agreement. Acceptance of or acquiescence in a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This agreement can only be modified by a writing signed by the parties hereto or their duly authorized agents.
8. The delivery of any merchandise under this agreement to a carrier for transportation to the Buyer's place of business shall pass all risk of loss to the Buyer when the goods are delivered to their carrier of choice.
9. This agreement shall be construed in accordance with the laws of the State of Georgia, United States of America.
10. This agreement shall bind and inure to the benefit of the parties hereto and their respective successors, personal representatives and assigns.
11. Buyer and Seller hereby expressly recognize and expressly consent to the jurisdiction over each of them, and venue, of the American Arbitration Office ("AAA"), Atlanta Office. All controversies and claims arising out of or relating to this agreement shall be settled by arbitration, in the State of Georgia in accordance with the rules and regulations of AAA. Judgment upon the award so rendered maybe entered in the Supreme Court of Georgia, or in any other court of appropriate jurisdiction. All notices of demand for arbitration hereunder, or of application to the Supreme Court of Georgia or any other court of appropriate jurisdiction, for an order directing that arbitration proceed hereunder or confirming any award rendered therein shall be deemed sufficient if served by registered mail, addressed by either party to the other at the address of said party stated herein.