

KPEnterprises

Business Consulting, Inc.

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Credit Agreement

Thank you for your business. We at *KPEnterprises* look forward to a mutually rewarding relationship with you in the years to come. To help us provide timely and professional service and products to you throughout this relationship, please complete the following agreement.

I/we hereby certify that I am/we are authorized to enter into this agreement for _____
_____ (herein "Company") and agree to comply with the following terms.

1. Invoices are due and payable to *KPEnterprises* in accordance with the Terms and Conditions stated on the invoice. A service fee of twenty dollars (\$20) and an interest / administrative charge of 1.5% per month will be added to all past due accounts.
2. There will be a twenty-five dollar (\$25) fee on all returned checks.
3. Company agrees to reimburse *KPEnterprises* for all collection and/or attorney fees resulting from any breach of any agreement entered.
4. All merchandise remains the property of *KPEnterprises* until all open invoices are paid in full.
5. Company agrees to give *KPEnterprises* full access to any equipment not yet paid for in full.
6. Company gives *KPEnterprises* the right to repossess all equipment that is past due in payment.
7. All labor charges are non-refundable.
8. There is a 10% restocking fee on all returned merchandise except special order items and license software.
9. There is a 20% restocking fee on all special-order items.
10. License software may not be returned.
11. Company agrees to all the terms and conditions on page two of this agreement.

I/We agree to the terms herein and except responsibility for payment of our account. In consideration of your extending credit to Company at my/our request, I/we hereby personally guarantee the payment of all of their obligations to you. I/we waive notice of acceptance of the guarantee, notice of the sale of goods, wares and merchandise sold by you to the Company designated above, and notice of default. I/we do further agree that if this matter is placed in the hands of an attorney for collections, or if collection is made through probate proceedings, to pay a reasonable amount in attorney's fees on both the principal and delinquency charge(s).

Signature

Print Name

Date

Signature

Print Name

Date

TERMS AND CONDITIONS OF SALES

1. KPENTERPRISES shall not be bound by the terms of any purchase order which is inconsistent with the terms of sale herein unless such inconsistent terms are specifically accepted by KPEnterprises in writing prior to the acceptance of said purchase order.
2. KPEnterprises retains sole legal ownership of any and all merchandise sold until said merchandise is paid for in full.
3. All merchandise may be returned within 30 days except as stated herein.
4. All labor charges are non-refundable.
5. There is a 10% restocking fee on all returned merchandise except special order items and license software.
6. There is a 20% restocking fee on all special-order items.
7. License software may not be returned.
8. Where no shipping instructions are received, shipments will be made by the carrier, and in the manner designated by KPEnterprises.
9. State Sales or excise tax or any other taxes are in addition to the prices quoted unless the price quoted explicitly states to be inclusive of same.
10. Acceptance of any order is subject to the approval of the credit department of KPEnterprises, KPEnterprises reserves the right to cancel any order in the event the purchaser fails to fulfill the terms of payment or in case KPEnterprises shall have any doubt at any time as to the purchaser's financial capability. KPEnterprises may decline to make any further deliveries except upon the receipt of cash or satisfactory security.
11. The assignment by purchaser of an order in whole or in part without the prior written consent of KPEnterprises shall be void.
12. KPEnterprises shall not be responsible for loss or damage to property of the purchaser in the custody of KPEnterprises.
13. Demonstration, refurbished or used equipment are sold on a cash and carry basis, are sold AS-IS and are not returnable for any reason, unless specifically noted.
14. KPEnterprises does not guarantee the price and / or the availability of product and / or services quoted.
15. If this purchase is for the manufacture (and/or sale) of articles according to purchaser's sample of specifications, the purchaser represents and warrants to KPEnterprises that the manufacture (and/or sale) of such articles by KPEnterprises pursuant to this sale will not constitute an infringement of any patent rights and the purchaser shall indemnify and hold harmless KPEnterprises from any claim(s) and/or judgment(s). If any claim or action is brought forth, purchaser shall defend the said action for KPEnterprises at his own expense and without any expense to KPEnterprises.
16. All defective merchandise must be returned to KPEnterprises, prepaid.
17. KPEnterprises shall accept return of non-warranty products without assuming the ownership responsibility of such product. KPEnterprises shall inform buyer of all charges to be incurred for cost of repair prior to performing such repairs and shall obtain buyer's verbal or written authorization to proceed with such repairs.
18. Warranty service shall not be provided by KPEnterprises unless the customers account is in good standing.
19. Checks that are unpaid due to insufficient funds, stop order, etc., shall be subject to a twenty-five (\$25) dollar processing fee. Any invoice which is past due shall result in a twenty (\$20) dollar processing fee in addition to interest and administrative charges of one and one half (1 1/2%) percent for any calendar month of which payment or partial payment remains due.
20. All responsible costs and expenses suffered by KPEnterprises in collecting moneys due including but not limited to attorney's fees and collection agency fees shall be paid by the purchaser.

LIMITATION OF LIABILITY

21. In no event shall the total liability of KPEnterprises to purchaser for all damages including but not limited to compensatory, consequential and punitive damages exceed the total amount paid to KPEnterprises by purchaser for the goods from which the claim arose. In no event shall KPEnterprises be responsible for indirect and consequential damages.
22. In no event shall liability attach to KPEnterprises unless notice in writing is given to KPEnterprises within ten (10) days of the occurrence of the alleged event giving rise to such claim.
27. KPEnterprises shall not be responsible for delays or non-deliveries directly or indirectly resulting from or contributed to by foreign of domestic embargoes, seizure, fire, flood, explosion, strike, acts of God, vandalism, insurrection, riot, war, or the adoption or enactment of any law, ordinances, regulation, or ruling or order of any other cause beyond the control of KPEnterprises.
28. KPEnterprises shall not be responsible for loss or damage in transit and any claim(s) for such loss or damage shall be filled by the purchaser with the carrier.

LEGAL ACTION AND JURISDICTION

29. This purchase and any contract arising out of the acceptance thereof shall be construed in accordance with the laws of the state of California. For purposes of applying California law, this purchase and any agreement arising out of the acceptance thereof, shall be deemed to have been entered into and wholly performed in California.
30. Buyer agrees to reimburse KPEnterprises for all fees, including but not limited to attorney's fees, arising from any action brought against KPEnterprises to which KPEnterprises is the prevailing party to the action.