



SALES TERMS AND CONDITIONS

A. **WARRANTY > HARDWARE:** CBS warrants that for the effective period of the warranty set out below, warrants that its products for one hundred-eighty (180) days, as sold under the terms of its dealership OEM agreements with its various vendors, hereunder will be free from defects in workmanship or material under normal use and service. CBS obligation under this warranty shall not arise until the end-user notifies CBS of specific defect. CBS responsibilities under this warranty are at its option to replace or repair, without charge, any defective product or defective component part of such product. Regardless of whether any remedy set forth herein fails of its essential purpose, in the no event shall CBS be liable to Client for any special, indirect, incidental, consequential or similar damages, including but not limited to any lost profits or lost data arising out of use or inability to use the hardware supplied within even if CBS, its developer or anyone else has been advised of the possibility of such damages, or for any claim by any other party. CBS warranty is handled via an Advanced Exchange arrangement as a standard service method.

B. **WARRANTY > SOFTWARE:** CBS warrants that as long as software use fees are paid, the software is supported by CBS. CLIENT'S sole remedy under the software warranty period is that CBS together with the software developer group will undertake to correct, any reported "software errors" (failure of the software to perform substantially the functions described in the documentation). If CBS, in conjunction with the software developer group, is unable to provide corrected software within a reasonable time period CBS will at its sole and exclusive option, either replace the software with a functional equivalent, mutually agreed upon program at no charge to the CLIENT or refund the license fee of the software. CBS does not warrant that the software will be uninterrupted or error free or that all software errors will be corrected. **LIMITATIONS OF REMEDIES:** Regardless of whether any remedy set forth herein fails of its essential purpose, in the no event shall CBS be liable to Client for any special, indirect, incidental, consequential or similar damages, including but not limited to any lost profits or lost data arising out of use or inability to use the hardware or software or any data supplied within even if CBS, its developer or anyone else has been advised of the possibility of such damages, or for any claim by any other party. In no event shall CBS's liability exceed the purchase price of the hardware or software.

C. **PROOF OF WARRANTY:** The burden of proof of warranty rests solely with the CLIENT. Suitable proof of purchase (i.e. a copy of the original invoice, bill of sale, or other form of acceptable receipt) must accompany all products being returned or requiring repair.

D. **WARRANTY LIMITS:** CBS's obligation under this warranty is limited to the original purchaser ONLY of the product, CBS warrants that upon delivery, the equipment shall be in good working order. Should any part of the equipment prove to be defective in material or workmanship, CBS shall repair or replace such part at no charge to the CLIENT for the period as noted in Section A including parts and labor. Warranty service is available Monday through Friday, excluding holidays. Labor charges for service performed outside of the time period will be billed, including travel, at the then prevailing rates. **THIS IS THE ONLY WARRANTY MADE AS TO THE EQUIPMENT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CBS SOLE OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR PARTS THEREOF. ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

This warranty does not extend to and shall not apply to:

- a. Products, which have been repaired or altered by other than CBS personnel or an authorized representative of the original equipment manufacturer, unless the end user has properly altered or repaired the products in accordance with the procedures, approved, in writing by CBS.
- b. Products, which have been subject to misuse, neglect, accident, abuse, electrical disturbances, acts of nature or any use for which the product was not intended.
- c. Hardware and/or software previously owned or purchased from another source (other than CBS) by the CLIENT. Any and all time spent by CBS in diagnosis, troubleshooting, and/or repairing CLIENT'S hardware and/or software for compatibility with the hardware and/or software sold under this Agreement shall be billable at the then current rates applicable.

E. **SETUP:** (1) Setup of all hardware and software on purchaser's property shall be accomplished in accordance with the specification and criteria stated in the attached CBS purchase order, or signed and accepted formal proposal document. Once fully completed, signed and accepted by an authorized officer of CBS and the CLIENT, said documents including this instrument become the sole binding agreement between the two parties. All prior customer specifications proposals, writings, representations of any employee or agent of CBS shall and is hereby superseded by such documents. (2) Only those specific terms listed in this document are included in purchase price



of equipment. Purchase price does not include any carpentry, electrical work, display poles, and keyboard stands unless specified in this Agreement. (3) Setup is to happen during normal business hours, (8 a.m. to 5 p.m.) unless other arrangements have been made. This date is to be used as a GUIDELINE for CBS in scheduling the setup of said equipment at the CLIENT'S site. The CLIENT must supply CBS with seventy-two (72) hour notice as to the new setup date requested. CBS will do everything in its power to meet this date however prior-scheduled commitments will have priority. (4) CLIENT is hereby notified that if CLIENT is not prepared to remit payment balance upon setup, regardless of reason, the CLIENT will be billed by CBS the amount of \$500.00 and setup will be rescheduled at the earliest opportunity. NOTE: item (3) will apply to all setup delays.

F. **TRAVEL:** Travel, lodging and meals are to be provided or paid for by the Customer during all training, installation, programming, education and assistance functions. Customer is responsible for all necessary travel expenses. These expenses may include (but are not limited to) airfare, mileage, trip charges, hotel, off site meals, taxi service, car rental, etc. Customer may at their option, substitute for these expenses, but CBS reserves the right to refuse or change any travel plans not consistent with CBS travel policy.

G. **ENTIRE AGREEMENT:** This instrument represents the entire Agreement between CBS and CLIENT with regard to the subject matter expressly referenced herein. You expressly agree and acknowledge that in determining to enter into this Agreement that you did not rely on any representation or warranty by anyone other than those expressly set forth in this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. All prior representations by any employee or agent of CBS or CLIENT with regard to the subject matter of this Agreement are superseded by this Agreement. CLIENT represents and warrants that it has not relied on any representation of any employee or agent of CBS except as that which is set forth in this Agreement.

H. **MISCELLANEOUS:** Any action arising out of this Agreement shall be litigated only in the Superior Court of the State of California, County of Orange. CLIENT expressly consents and agrees to the exclusive jurisdiction of the Orange County Superior Court. Further, the prevailing party shall be entitled to attorney's fees.

I. **HARDWARE WARRANTY EXPECTATION:** CBS will service all Hardware Warranty related issues arising, **outside** of CBS regional service centers, via a **Standard Depot service policy**. Hardware warranty within CBS regional service centers will be handled via on site service.

J. **TERMS:** CBS agrees to bill and collect monthly software fees from each franchisee organization via ACH banking. Franchisees will pay in advance for services to be provided. Any ACH payment that is denied by the bank the franchisee will have 5 business days to remedy the situation, without a resolution, services will be terminated.

*** ADDITIONAL COMMENTS ***

01. A WIRING, CABLE & ELECTRICAL SPECIFICATION document signed and dated by the CLIENT must accompany this contract. No order will be accepted without this document. The said document provides specification requirements that the CLIENT must adhere to for all recommended system setups. Customer is responsible for wireless connectivity, wireless installation and wireless security.

02. This proposal does NOT include the cost of any cable, cable pulls, terminations of cable or any electrical costs that are required by CBS in the document referred to in the previous comment. It shall be the responsibility of the CLIENT to utilize services of a licensed electrical contractor or cabling company. CLIENT shall be responsible for payment of these services directly to the contractor/installer. CBS may be contracted to perform this work at an additional cost to be billed separately. This is inclusive of wireless access point installation, configuration and maintenance.

03. CLIENT recognizes that during the course of business, CLIENT will come in contact with CBS employees. CLIENT further recognizes and agrees that, CBS has made a considerable investment in its employees. Therefore, during the term of this agreement and for a period of one year thereafter, CLIENT shall not solicit the employment, employ, engage as a consultant, or engage in any other capacity, the services of any person who is then or was within the time frame stated above, an employee of CBS. In addition to other remedies available in law or in equity, CLIENT agrees that for each individual engaged by client in violation of this agreement, CLIENT shall pay CBS liquidated damages of five times the employee's salary.. CLIENT agrees that the damages to CBS for violation of this provision, is difficult to assess, but five times an employee's salary is a reasonable estimate thereof.