



Providing local services is a key element of the **Seven Essentials of Point of Sale<sup>®</sup>**. By ordering from us you authorize us to select a local (to you) source of supply and service (authorized Dealer or Service Partner) that will supply and provide some of the on-site services and some of the **HARDWARE** products that you ordered. This is an independent contractor and will be independently responsible for his own products and services.

**Hardware/Software Installation:** Your order with POS International, Inc. may include on-site installation (see order face). This time will be used to load all software programs into your computer. This time will also be used to un-box, setup, and interconnect all of the hardware. This time is also used to string wiring and install and setup networking between computers. Some of the Software and Hardware is shipped to you separately, so make sure you have it available for the installer when he/she arrives. Additional visits by the installer to install items not available during the original installation are your responsibility. This service will be performed at the customer site during normal working hours. Due to circumstances, which may be beyond our control, i.e. bad drivers, hardware/software conflicts, bad cabling, size restraints, utility company problems, existing customer equipment problems or incompatibilities, environmental issues, etc., this may take longer than expected. Installation is NOT TRAINING, see "On-site Support" below for included training. Additional on-site installation is presently billable at **\$95.00 per hour**. Your order may include network cable, this is an estimate, if more is needed it is presently billable at **\$0.65 per foot**.

**Data Entry:** Your order with POS International, Inc. may include data entry/conversion (see order face). Either POS or your local dealer will enter/convert the data you supply, i.e., accounts receivable, accounts payable, inventory, payroll information, general ledger chart of accounts, etc., to the extent that the hours allocated allow. However, we are not a bookkeeping or accounting service and will not do those types of functions nor will POS International act as a consultant on how to organize or run your company. POS International is not responsible for collecting, calculating or verifying the accuracy of the information given to us for entry into your systems. Additional data entry is presently billable at **\$45.00 an hour**.

**On-Site Support:** Your order with POS International, Inc. may include on-site instruction (see order face). Either POS or your local dealer will schedule these hours with you in advance & require that you & whomever you delegate to operate your system be prepared to have these sessions. It has been our experience that interrupted sessions are not beneficial or effective for our clients so please make arrangements that allow for an uninterrupted time period so that you may fully benefit from this learning time. All on-site instruction will be done in 3-hour increments ONLY. Any scheduled training sessions canceled by you with less than 24 hours prior notice will be charged to your instruction hours as a TWO (2) hour session. POS International, Inc. has been extremely successful in converting our clients from manual to automated systems when the client takes an active role in this procedure. We urge your involvement. Additional on-site instruction is presently billable at **\$95.00 per hour**.

**On-Site Hardware Service:** Your order with POS International, Inc. may include on-site hardware service (see order face). This service will be performed at the customer site during normal working hours. Before responding to on-site requests, the responsible party shall have the right to first contact the customer via telephone to diagnose the problem. If the customer requests on-site service and either no equipment failure is found; or the customer denies access to the equipment a minimum charge of TWO (2) hours of labor will be charged to the customer account. All services rendered after the on-site service period are presently billable at **\$95.00 per hour** with a two (2) hour minimum.

On-site scheduling is done on a "first come-first serve" basis. It is impossible for us to anticipate your needs so please call us in advance of your support requirements.

**Telephone Support:** Your order with POS International, Inc. includes 30 days of free phone support and may include extended telephone support (see order face). This service will be based on the terms shown in the "Phone Support Contract" found in your Power POS users manual. Additional telephone support is presently billable at **\$495.00 per year**.

**Collection:** The customer agrees that in consideration of the goods and services rendered, the undersigned obligates himself or his principal to pay the account of POS in accord with POS's rates and terms. Should the account be referred to an attorney for collection, the undersigned or the principal shall pay reasonable attorney's fees, court cost, and all expenses associated with collection of this account. These additional costs will be added to the account balance. All work done must be paid for within 5 days of completion or will be considered overdue.

**Copyright:** Our software (Power POS and its modules) and "The Seven Essentials of Point of Sale<sup>®</sup>" are copyrighted, see the "software registration" for details.

**Disclaimer of Warranties and Liabilities:** POS International, Inc. provides a wide range of products and services, each of which is covered by its own **Warranty**. See each product's warranty to determine your rights with regards to them. POS does not warrant the suitability or completeness of any product or service or its usefulness for any particular purpose. POS International, Inc. will not under any circumstances be liable for direct, indirect, incidental, or any other types of damages resulting from your use of any of the products or services that you purchased from us. This includes, but is no way limited to, loss or injury caused in whole or in part by your negligence or by circumstances beyond our control.

**Return Policy:** No returns will be accepted without an RMA (Return Merchandise Authorization). Hardware can be returned for credit or exchange within 30 days of the invoice. A 20% re-stocking fee will apply as long as we receive the item in original resellable condition with all original packaging and manuals. Hardware that is received DOA must be RMA'd within 30 days. Warranty repairs that are within 30 days of the invoice will be issued an RMA, warranty repairs returned after 30 days will be referred to the manufacturer for repair. Power POS Software can be returned within 30 days of the invoice date ONLY IF the Software WAS NOT registered. The manual MUST be returned in original resellable condition with all packaging and inserts to avoid a restocking fee. Other commercially available Software that we resell, i.e. I.C. Verify Software, LANtastic Software, QuickSell 2000 Software, PcAnywhere Software, etc. can not be returned for any reason.

**Thank You:** Thank you in advance for your cooperation in making your POWER POS point of sale system an integrated and valuable part of your company. Your new POWER POS point of sale system works in much the same way as your manual bookkeeping system, i.e., you must put all your necessary bookkeeping figures in (just like a manual system) to get correct figures out. You must continue to run your manual system simultaneously until your company is fully converted onto your new system. This process varies in time depending on many circumstances, which arise beyond your or our control.

**IT IS THE RESPONSIBILITY OF THE CUSTOMER TO DO FREQUENT BACKUPS.**

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Accepted by

Date

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