

Sample Terms and corresponding redlines

DELIVERY: XXXX makes no guarantee with respect to delivery. Shipping dates or order times are estimates only. Delivery terms are F.O.B. FACTORY. Risks shall pass at point of shipment unless modified in writing by an executive officer of XXXX.

TERMS: Payment terms for XXXX equipment and systems are 30% down payment with original purchase order, then 60% due 45 days from receipt of original purchase order and 10% due net 30 days from delivery. Original purchase order is construed to mean, when the first purchase order is sent to XXXX by the purchaser and/or facility indicating the date the equipment is ordered; delays postponements on the part of the facility will not alter the terms of payment. Delivery is construed to mean, when the equipment is off loaded at the site specified by the Customer, whether temporary or permanent. Terms for parts and other services are net 30 days. A late payment charge of 1% per month, which is annual percentage rate of 12% will be assessed on overdue accounts, unless prohibited by law, then the rate shall be modified to rate closest to 1% permitted by law. There will be a 75% monthly storage, handling and float fee charged on the unpaid balance of the contract price for customer delays in delivery extending beyond 30 days.

Confidentiality. Each party shall hold the following “Confidential Information” in strict confidence and not disclose the same to any other person or entity except as provided herein: all information, pricing and terms relating to or contained in this agreement, all Product data, trade secrets, financial data, pricing, business plans or any other information received from the other party in implementing this agreement; and all information derived from the foregoing.

Termination Without Cause: After the first anniversary date of this Agreement, either party may terminate this Agreement, without cause, upon one-hundred eighty (180) days written notice to the other party.

Limitation of Liability

XXXX's aggregate liability to Customer for all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of Services provided under this Agreement, its performance or breach (including warranty), shall not exceed the amount paid to XXXX for the two months immediately preceding the date that the first claim, action, or cause of action arose out of, under or in connection with this Agreement

Supplier Services.

(a.) Supplier will transfer its telecommunications services to XXXX as its current commitments expire and thereafter will use XXXX as its exclusive provider of telecommunications services. XXXX will provide the service at competitive prices based on Supplier's volume. Telecommunications services include voice (wireline and wireless), data, Internet connectivity, local telephone service, phone systems, teleconferencing and videoconferencing.

(b.) This section serves as notice to Supplier of its rights governing the use of Customer Proprietary Network Information (CPNI) as required by the Federal Communications Commission under 47 CFR Section 64.200 et seq. through XXXX's normal procedures. Supplier grants XXXX the right to share with any XXXX-Controlled entity, for purposes of marketing services to Supplier: (1) Supplier's commitment to purchase telecommunications services and related products and (2) Supplier's current and periodic spend information in the aggregate or by product purchased from XXXX. Supplier grants this right regardless of Supplier's CPNI opt-in or opt-out status related to products purchased from XXXX.

DELIVERY: XXXX makes no guarantee with respect to delivery. Shipping dates or order times are estimates only. Delivery terms are F.O.B. ~~FACTORY~~Destination. Risks shall pass at completion of installation of the system and acceptance by Buyer. Acceptance shall be defined as the full installation of the system and operation of the system for one (1) full day with no operational breakdowns, point of shipment unless modified in writing by an executive officer of XXXX.

TERMS: Payment terms for XXXX equipment and systems are ~~30% down payment with original purchase order, then 60% due 45 days from receipt of original purchase order and 10% due net 30 days from delivery~~100% due upon installation and acceptance (as described above) within 30 days of acceptance and receipt of invoice. Original purchase order is construed to mean, when the first purchase order is sent to XXXX by the purchaser and/or facility indicating the date the equipment is ordered; delays postponements on the part of the facility will not alter the terms of payment. ~~Delivery is construed to mean, when the equipment is off loaded at the site specified by the Customer, whether temporary or permanent. Terms for parts and other services are net 30 days. A late payment charge of 1% per month, which is annual percentage rate of 12% will be assessed on overdue accounts, unless prohibited by law, then the rate shall be modified to rate closest to 1% permitted by law. There will be a 75% monthly storage, handling and float fee of \$1,000 per month if charged on the unpaid balance of the contract price for customer delays in delivery and installation extending beyond 120~~30 days from the date of the of delivery stated in the purchase order.

Confidentiality. Each party shall hold the following “Confidential Information” in strict confidence and not disclose the same to any other person or entity except as provided herein: ~~all information, pricing and terms relating to or contained in this agreement,~~ all Product data, trade secrets, financial data, ~~pricing,~~ business plans or any other information received from the other party in implementing this agreement; and all information derived from the foregoing.

Termination Without Cause: ~~After the first anniversary date of this Agreement, e~~Either party may terminate this Agreement, without cause, upon ~~one hundred eighty~~60 (60-180) days written notice to the other party.

Limitation of Liability

~~XXXX's aggregate liability to Customer for all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of Services provided under this Agreement, its performance or breach (including warranty), shall not exceed the amount paid to XXXX for the two months immediately preceding the date that the first claim, action, or cause of action arose out of, under or in connection with this Agreement~~
