



# Check Technology Solutions

Form 104

Form

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Title: Terms and Conditions

Rev. A

Revision Date: 7/15/19

Issued By: Sales

## Check Technology Solutions LLC General Terms & Conditions

**1. Parties.** Check Technology Solutions LLC, a division of CHECK CORPORATION, will be referred to as "Seller," the person or company placing this order will be referred to as "Purchaser."

**2. Price.** All prices, unless stated otherwise herein, are based on F.O.B. Shipping Point Troy, Michigan and are exclusive of any present or future federal, state, local or other taxes applicable to the sale of products covered by this order. Any such taxes shall be added to the price and paid by Purchaser unless Purchaser provides Seller with a valid exemption certificate acceptable to Seller and the appropriate taxing authorities. All prices are subject to change with 90 days prior notice; however, prices shall be those in effect on the order entry date. Different products on an order or multiple orders may not be combined to obtain quantity pricing.

**3. Payment Terms.** The net amount of the invoice shall be payable in full according to the term stated on Seller's quote. Amounts not paid within stated terms will be subject to a late payment charge of 1.0% per month on the unpaid balance to be included on each month's invoice until paid. Seller expects payment on or before the due date of each invoice and will take all necessary and feasible action to enforce prompt payment. Late payments may result in credit holds which may impact the timing of future shipments on released product.

**4. Acceptance and Entire Agreement.** This document shall be deemed to contain the entire agreement between Seller and Purchaser and constitutes the complete and exclusive expression of the terms of the agreement. All prior or contemporaneous written or oral agreements or negotiations with respect to such terms as are included herein or are the subject matter hereof being merged herein. Purchaser's acceptance shall be deemed to incorporate, without exception, all terms and conditions hereof. In the event of a written request by Purchaser for additional or contrary terms or conditions, such modification may only be made in these terms and conditions by a written instrument signed by Seller and Purchaser.

**5. Warranty.** No express or implied warranties, whether on merchantability or fitness for any particular use, or otherwise, except as set for above (which is made expressly in lieu of all other warranties) shall apply to products sold by Seller. Seller specifically disclaims and excludes all other such warranties. No waiver, alteration, addition or modification of the foregoing conditions shall be valid unless made in writing and signed by an executive officer of Seller.

**6. Returns and Return Merchandise Authorizations.** All products sold by Seller are returnable only in accordance with the warranty provision hereof. Before returning any product, Purchaser must obtain prior written approval from Seller, a return merchandise authorization number and shipping instructions. All returns may be subject to a restocking fee.



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**7. Shipping.** Items which are to be shipped shall be shipped F.O.B. Shipping Point, Troy, Michigan.

**8. Order Cancellations.** Cancellations are not accepted if the order is already in process at the time of cancellation. An order placed with and accepted by Seller (all orders are subject to Seller acceptance) may be cancelled only with Seller's consent and upon terms that will indemnify Seller against loss.

**7. Limitation of Liability.** In no event shall Seller be liable for any incidental or consequential damages, including but not limited to, loss of profit, loss of use, loss of production or loss of capital. The remedies of Purchaser set forth herein are exclusive. With respect to any contract, or anything done in connection such as performance or breach, or from the manufacture, sale, delivery, resale, installation or use of any products whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise, the total liability of Seller shall not exceed the purchase price of the products upon which liability is based.

**8. Force Majeure.** Seller shall not be liable for any loss, damage, delay, changes in shipment schedules or failure to perform Seller's obligations if such failure is caused by accident, fires, strikes, riots, civil commotion, insurrection, war, embargoes, failure of carriers, inability to obtain transportation facilities, government requirements, acts of God (including flood, earthquake, storm, hurricane or other natural disaster), acts of foreign enemies, prior orders from customers, or limitations on Seller, or its suppliers' production or marketing activities, or any other causes or contingencies beyond Seller's control. Seller shall in no event be liable for any consequential damages.

**9. Choice of Law.** All contracts shall be governed by and construed in accordance with the laws of the State of Michigan.  
All products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all other applicable laws.

**10. Severability.** In the event that any words, phrase, clause, sentence, or other provision hereof shall violate any applicable statute, ordinance, or rule of law in any jurisdiction in which it is used, such provision shall be ineffective to the extent of such violation without invalidating any other provision hereof.