

PURCHASE TERMS AND CONDITIONS

DEFINITIONS: The words **you** and **your** mean the Buyer/Renter or Buyers/Renters if more than one. The words **we**, **us** and **our** mean Accupoint Inc.

PAYMENTS: All payments must be paid within the terms of each invoice. Past due accounts are subject to being placed on hold and/or C.O.D. For non-account customers we require payment in full for the amount of the purchase price of the equipment as quoted at the time of invoicing.

INSTALLATION ON HEAVY AND CONSTRUCTION EQUIPMENT: Addition of 2D and 3D control systems on Motor Graders, Dozers and Excavators etc. is a very time intensive process. The length of time stated for completing these installs is an estimate only, should installation go beyond this, Accupoint Inc. is not liable for any extra costs that the customer may incur from said install.

WARRANTIES: Any warranties available are directly provided by the manufacturer and vary by manufacturer and piece of equipment. Please ask your salesperson about any available warranties. Time, travel expense, and freight charges are not covered under equipment warranties. We make no warranty, expressed or implied, as to the equipment's use or suitability for any particular purpose. The terms of this Invoice supersede any prior understandings or written or oral agreements between the parties respecting the goods which are the subject matter of this Invoice.

RETURNS: We accept returns for merchandise in new condition for 30 days from invoice date, must be accompanied by sales invoice and in original packaging. All returns for non-defective items are subject to a 20% restocking fee. Returns for defective items are subject to manufacturer's warranty. Buyer agrees that the liability of Accupoint Inc. is limited to the purchase price, and in no event shall allowances be made by Accupoint Inc. for any damages or expenses incurred beyond the actual invoice value of any defective goods. We cannot accept returns on software if it has been activated.

LATE CHARGES & FEES: A late payment penalty of 1-1/2% per month (18% annual) will be charged on all past due invoices, but in no event to exceed the maximum allowable interest allowed by law. There is a \$25.00 fee or an amount prescribed by Alaska Statute (2019 Section 09.68.115), whichever is greater, for each check or other payment instrument returned from the bank NSF, or for any other reason (except an error by us). We may use a collection agency to collect for this.

ATTORNEY'S FEES AND COSTS: If it becomes necessary for us to take legal action because of non-payment, you agree to assume full liability for all court costs, attorney fees, and/or charges resulting from such action. The purchase and sale of the goods pursuant to this Invoice was contracted for in Anchorage, Alaska, and it is agreed that the exclusive venue for any actions filed shall be in Anchorage, Alaska.

RENTAL & RENTAL BUYOUTS: For Rental Terms & Conditions see www.accupoint.com for current information.

DISCLAIMER: Buyer has undertaken to inspect the goods to determine their suitability for buyer's intended purposes. Buyer acknowledges Seller makes no warranty, expressed or implied, as to the equipment's use or suitability for any particular purpose.

DATA RELEASE OF LIABILITY: The recipient agrees that the printed Plans, Specifications, Contracts, Models and any associated electronic files made available are provided for demonstration and educational purposes only, and Accupoint Inc and its employees assume no responsibility for any inconsistencies or discrepancies between said electronic files and the printed Plans and Specifications. All warranties and representations of any kind with regard to said files and software are disclaimed, including the implied warranties of merchantability and fitness for a particular use. Under no circumstances will Accupoint Inc or any of its officers, employees or contracted consultants be liable for any consequential, incidental, special or exemplary damages, even if appraised of the likelihood of such damages occurring. Accupoint Inc does not warrant the electronic files and software against deficiencies of any kind. Accupoint Inc accepts no liability for the loss, damage, theft, corruption, or manipulation of any data, software, or settings on-board this device due to the direct or indirect actions of our technicians. In no event will indemnity be given for the loss of data, revenue, or productivity. A licensed surveyor should be contracted to verify all information.