

# CREDIT TERMS AND CONDITIONS

**Credit.** Application for credit has been made by Buyer and accepted by *All Barcode Systems, Inc.* (hereinafter referred to as **ABS**) on terms and conditions agreeable to **ABS**. If credit is granted, such credit and payments shall be treated as amounts due and owing, and subject to the terms and conditions of such Order. If credit is granted, **ABS** shall maintain the right at its sole discretion, to deny credit or change Buyer's credit limit or terms. If at any time credit is denied or withdrawn, or if the credit limit has been reached, Buyer and **ABS** agree to terms of cash in advance, or C.O.D. as required by **ABS**.

**Acceptance.** By acceptance of these terms and conditions, as evidenced by Buyer's (officer or other authorized person) signature, which appears below, **ABS** agrees to deliver the goods identified in any Order. Upon receipt and in the absence of rejection (defined below) Buyer agrees to pay **ABS**, upon demand. Demand shall be defined as Buyer's receipt of **ABS's** Invoice. In any event, the making of final payment by Buyer to **ABS** shall constitute full acceptance of the goods as complying with the terms and specifications of an Order, and shall constitute a waiver of any and all claims against **ABS**, including without limitation, all claims for damages, errors, or shortage not filed within that time are hereby waived.

**Rejection.** For purposes of Buyer's performance, rejection of goods shall occur as follows: Buyer shall have 72 hours after receipt of goods to inspect and accept. If any delivered goods are defective and Buyer chooses to reject said goods by notifying **ABS**, then upon notification, **ABS** shall deliver a Return Material Authorization ("RMA") which must be utilized by Buyer to return the defective goods.

**Breach - Buyer.** In the event of any breach by Buyer, including but not limited to non-payment (defined as failure to make any payment for a period of greater than forty-five days after **ABS's** invoice date), for any reason whatsoever, **ABS** shall have those remedies set out in these Terms and Conditions and the UCC, such remedies include but are not limited to: (a) **ABS** canceling all orders and deliveries, withholding delivery of goods, or stopping delivery of goods in transit, (b) **ABS** bringing suit for damages under breach of contract, including recovery of collection fees, attorney fees, court costs and any other costs and damages for non-acceptance and lost value, and all costs and expenses incurred to that date, including, but not limited to, the cost of the units ordered, freight charges, the time spent and any commissions paid, plus **ABS's** anticipated gross profit, (c) **ABS** recovering interest at the rate of 18 percent per annum on the full amount of the purchase price (which includes sales tax & shipping charges) from the invoice date. In the event of default, **ABS** will assign your account to a collection agency for collection. In that event, collection agency fees of up to 50% of the combined total of principal, interest and late fees will be added, and you will owe those fees in addition to the other amounts due.

**Breach - ABS.** In the event of any breach by **ABS**, Buyer's damages shall be limited to the total price listed on the Invoice. In no event shall **ABS** be liable for any consequential or incidental damages. **ABS** shall not be responsible for errors made by Buyer, delays beyond **ABS's** control, or omissions, under any Order due to any cause beyond its control, including but not limited to, labor, acts of god, disorders, hostilities, failure of and delays of carriers, perils of the sea and the like. **ABS** shall not be responsible for any consequential or incidental damages incurred by Buyer as the result of any type of error or delay.

**Possession.** It is specifically understood and agreed that all goods furnished under any Order shall remain the property of **ABS**, until all payments required to be made have been made in full.

**Warranties.** **ABS** makes no other express warranties herein beyond 30 days from invoice date. Any implied warranty of merchantability of fitness or fitness for a particular purpose other than what was stated at the time the order was placed, and all other express or implied warranties are specifically disclaimed and excluded.

**Waiver.** No act, omission or delay by **ABS** in enforcing any right under any Order shall waive any right under or breach of said Order by the Buyer. **ABS's** waiver of Buyer's breach of any provision of an Order shall not operate or be construed as a waiver of any subsequent breach by Buyer. All Orders are non-assignable by Buyer.

**Jurisdiction, Entire Agreement and Interpretation.** For any controversy or claim arising out of, or relating to any Order, or its breach, all parties shall submit and not object to jurisdiction and venue in Orange County Superior Court, State of California. Should it be necessary for either party to initiate legal proceedings to enforce the terms of any Order, the party substantially prevailing party shall be entitled to all reasonable attorneys' fees and costs (including the fees and expenses of expert and fact witnesses, private investigators, process servers and other related costs) incurred or made by the substantially prevailing parties in preparing for suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the party or parties who do not substantially prevail. Any Order shall be interpreted and enforced in accordance with the laws of the State of California. If there is a determination by a court of competent jurisdiction that one or more of any clauses are found to be unenforceable, illegal, or contrary to public policy, all other clauses will remain in full force and effect except for the clauses found to be unenforceable. The Terms and Conditions and any Order contain the entire understanding of the parties hereto with respect to the subject matter hereof and the transactions contemplated hereby. Such agreement supersedes all prior and concurrent oral statements and representations. No Order may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

AGREED AND ACCEPTED as of this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Buyer, Title