

# CompWright Enterprises Terms and Conditions of Sale

**PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A DISPUTE RESOLUTION CLAUSE.**

These terms and conditions ("Agreement") apply to your purchase of computer systems and/or related products and/or services and support sold in the United States ("Product") by the CompWright Enterprises entity named on the invoice or acknowledgment ("CompWright Enterprises") provided to you. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify CompWright Enterprises immediately and return your purchase pursuant to [CompWright Enterprises' Return Policy, http://www.compwright.com/church/policy/warranty.html#returns](http://www.compwright.com/church/policy/warranty.html#returns). (See <http://www.compwright.com/> for our contact information.) If returned, Product(s) must remain in the boxes in which they were shipped. THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH COMPWRIGHT ENTERPRISES, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER COMPWRIGHT ENTERPRISES TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and CompWright Enterprises. If you do not receive an invoice or acknowledgment in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting your sales representative.
2. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within CompWright Enterprises' sole discretion, and unless otherwise agreed to by CompWright Enterprises, payment must be received by CompWright Enterprises prior to CompWright Enterprises' acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method. CompWright Enterprises may invoice parts of an order separately. Your order is subject to cancellation by CompWright Enterprises, at CompWright Enterprises' sole discretion. CompWright Enterprises is not responsible for pricing, typographical, or other errors, in any offer by CompWright Enterprises and reserves the right to cancel any orders resulting from such errors.
3. **Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from CompWright Enterprises to Customer on shipment from CompWright Enterprises' facility. Loss or damage that occurs during shipping by a carrier selected by CompWright Enterprises is CompWright Enterprises' responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify CompWright Enterprises within 21 days of the date of your invoice or acknowledgment if you believe any part of your purchase is missing, wrong or damaged. Unless you provide CompWright Enterprises with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only. Title to software will remain with the applicable licensor(s).
4. **Warranties.** THE LIMITED WARRANTIES APPLICABLE TO COMPWRIGHT-BRANDED HARDWARE PRODUCT CAN BE FOUND AT [HTTP://WWW.COMPWRIGHT.COM/CHURCH/POLICY/WARRANTY.HTML](http://www.compwright.com/church/policy/warranty.html) OR IN THE DOCUMENTATION COMPWRIGHT ENTERPRISES PROVIDES WITH THE PRODUCT. COMPWRIGHT ENTERPRISES MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-COMPWRIGHT ENTERPRISES BRANDED PRODUCT. SUCH PRODUCT IS PROVIDED BY COMPWRIGHT ENTERPRISES "AS IS". WARRANTY AND SERVICE FOR NON-COMPWRIGHT ENTERPRISES BRANDED PRODUCT, IF ANY, IS PROVIDED BY THE ORIGINAL MANUFACTURER, NOT BY COMPWRIGHT ENTERPRISES. COMPWRIGHT ENTERPRISES MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN COMPWRIGHT ENTERPRISES' APPLICABLE WARRANTY STATEMENT IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. WARRANTIES AND SERVICE WILL BE EFFECTIVE, AND COMPWRIGHT ENTERPRISES WILL BE OBLIGATED TO HONOR ANY SUCH WARRANTIES AND SERVICES, ONLY UPON COMPWRIGHT ENTERPRISES' RECEIPT OF PAYMENT IN FULL FOR THE ITEM TO BE WARRANTED OR SERVICED, AND IN ADDITION RECEIPT OF THE APPLICABLE LEGIBLY COMPLETED WARRANTY CARD POSTMARKED WITHIN THIRTY DAYS OF THE DATE OF THE INVOICE, PACKING

SLIP OR ACKNOWLEDGEMENT.

5. **Software.** All software is provided subject to the license agreement that is part of the software package and you agree that you will be bound by such license agreement.
6. **Return Policies; Exchanges.** CompWright Enterprises' return policy can be found at <http://www.compwright.com/church/policy/warranty.html#returns>. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by CompWright Enterprises, CompWright Enterprises is not responsible whatsoever for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At CompWright Enterprises' discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** CompWright Enterprises' policy is one of ongoing update and revision. CompWright Enterprises may revise and discontinue Product at any time without notice to you and this may affect information saved in your online "cart." CompWright Enterprises will ship Product that have the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.** Service offerings may vary from Product to Product. If you purchase optional services and support from CompWright Enterprises, CompWright Enterprises will provide such service and support to you in the United States in accordance with the terms and conditions located at <http://www.compwright.com/church/policy/warranty.html> or as mailed to you. You may contact CompWright Enterprises for more information, see <http://www.compwright.com/> for contact information. CompWright Enterprises may at their discretion, revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. CompWright Enterprises has no obligation to provide service or support until CompWright Enterprises has received full payment AND the warranty registration card legibly and fully completed and postmarked within thirty (30) days of purchase for the Product or service/support contract you purchased.
9. **Limitation of Liability.** COMPWRIGHT ENTERPRISES DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPWRIGHT ENTERPRISES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, COMPWRIGHT ENTERPRISES IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
10. **Applicable Law; Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export. CompWright Enterprises has separate terms and conditions governing resale of Product by third parties within the United States. Terms and conditions for resale are located at: <http://www.compwright.com/church/policy/termsresale.html>.
11. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND COMPWRIGHT ENTERPRISES arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, CompWright Enterprises' advertising, or any related purchase SHALL, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

12. **Headings.** The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

13. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND COMPWRIGHT ENTERPRISES, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "CompWright Enterprises") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), CompWright Enterprises' advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). The arbitration will be limited solely to the dispute or controversy between customer and CompWright Enterprises. NEITHER CUSTOMER NOR COMPWRIGHT ENTERPRISES SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. CompWright Enterprises will be responsible for paying any arbitration filing fees and fees required to obtain a hearing to the extent such fees exceed the amount of the filing fee for initiating a claim in the court of general jurisdiction in the state in which you reside. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

(REV 02/21/06)