

TERMS AND CONDITIONS

- 1) An Agreement is made between ACCENT TELECOM CONSULTING LLC., ACCENT TEL USA (ATC, LLC), hereinafter referred to as Vendor & Customer based on the execution of an Order Form or Work Order.
- 2) The Equipment, including all the necessary jacks, wiring, cables, hardware and labor applicable to the installation of the Equipment is defined on an order form signed by both Vendor and Customer and will either be leased or purchased as noted below.
- 3) **LEASE**— Customer will pay a monthly rental installment towards the lease of the equipment listed on order form for the agreement term outlined & provided by 3rd party company.
- 4) **PURCHASE**—Customer shall purchase the Equipment from Vendor and shall pay Vendor for the Purchase Price stated on order form. The Purchase Price does not include any sales, use, excise, property or other taxes applicable to the use, delivery or installation of the Equipment or unless specified in this agreement. Such amounts shall be added to the Purchase Price when the invoice for payment of the system is presented to the Customer. Vendor shall assume responsibility for payment of the sales tax after it has been paid by Customer to Vendor. Vendor shall not be required to commence the installation of the System until Customer's credit has been approved by an officer of ATC, LLC. and a site review of the Customer's premises has been made by Vendor's technical personnel and Vendor shall have the right to terminate this agreement, in its sole discretion, based upon its credit review and/or its site review.
- 5) The Order constitutes an offer from Customer to Vendor upon the terms stated herein. Customer's offer is irrevocable until the later of thirty (30) days after receipt by ATC, LLC. of notice of intent to revoke or ninety (90) days after the date of execution of this offer by Customer. If Customer's offer is rejected before acceptance or is revoked after the minimum time allowed for acceptance and before actual acceptance, Customer shall immediately return all HARDWARE, SOFTWARE, MEDIA and DOCUMENTATION and shall pay for the use thereof at Vendor's standard rental rates. Customer agrees to pay all costs of collection, if necessary, including attorney's fees as allowed by law and actual court costs.
- 6) **THE TERMS AND CONDITIONS APPEARING ON THE ORDER AND CORRECTLY SET FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED ON THE ORDER FORM FOR THIS AGREEMENT INCLUDE LIMITATIONS OF WARRANTY, EXCLUSION OF CONSEQUENTIAL AND OTHER SPECIAL DAMAGES AND OTHER LIMITATIONS OF LIABILITY.**
- 7) **CUSTOMER ACKNOWLEDGES BY ITS SIGNATURE THAT IT HAS READ THE TERMS AND CONDITIONS, UNDERSTANDS IT AND THAT IT CONSTITUTES THE ENTIRE AGREEMENT, UNDERSTANDINGS AND REPRESENTATIONS, EXPRESS OR IMPLIED, BETWEEN CUSTOMER AND ATC, LLC. WITH RESPECT TO HARDWARE, SOFTWARE, MEDIA AND DOCUMENTATION FURNISHED OR TO BE FURNISHED HEREUNDER AND THAT THIS AGREEMENT SUPERSEDES ALL PRIOR COMMUNICATIONS BETWEEN THE PARTIES INCLUDING ALL ORAL OR WRITTEN PROPOSALS.**
- 8) **BY EXECUTING THE ORDER, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE AGREEMENT AND I CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER AND I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.**
- 9) **ACCENT TELECOM CONSULTING, LLC., ATC, LLC, IS AN INDEPENDENT VENDOR OF TELEPHONE EQUIPMENT AND IS NOT AFFILIATED WITH ANY TELEPHONE COMPANY.**
- 10) **INSTALLATION COMPLETION DATE**
- (a) Vendor shall complete the installation services in accordance with Vendor's normal telephone installation practices. Vendor shall perform its standard acceptance testing on the installed Equipment and Customer agrees to monitor said testing Upon successful completion thereof. Vendor shall notify Customer that Equipment has been installed and operates in accordance with applicable test and performance specifications. The date of such notification shall be the Installation Completion Date.
- (b) The Installation Completion Date and other performance by Vendor hereunder, whether the Equipment is purchased or leased, shall be subject to delays caused by an Act of god, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of the Customer, inability of Vendor's employees or subcontractors to perform, or any other cause beyond the reasonable control of Vendor or labor trouble, strike, lockout, or injunction (whether or not such labor event is within the reasonable control of ATC, LLC). In the event of any delay, the date(s) set forth herein and the time for performance of any other obligations hereunder will be extended accordingly for additional period(s) of time to cover such period(s) of delay.
- (c) Whether the Equipment is purchased or leased, Vendor shall use its best efforts to make timely delivery and installation. However, all stated delivery or installation dates are approximate and Vendor **SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR DAMAGES, SPECIAL, CONSEQUENTIAL, OR OTHERWISE, FOR DELAYS IN DELIVERY OR INSTALLATION.**
- Vendor warrants the equipment ordered described on the order form will be free from defects in material and workmanship for the warranty term outlined on the order form. If any defects appear, Vendor at its option, shall repair or replace such defects at its own expense Vendor shall not be held responsible for defects caused by misuse or negligence of the Equipment or for defects caused by unauthorized alterations to the Equipment. This warranty shall be in lieu of and excludes all other expressed or implied warranties of merchantability, fitness, or otherwise Warranty term will be considered void if any service work is rendered by companies or individuals not authorized by Vendor
- 11) **WARRANTY**
- "In the event the Equipment is destroyed, damaged or impaired, in whole or in part, by fire on any origin, water, windstorm, flood, hail, lightning, earthquake, power failure or any act of God which Vendor could not have reasonably foreseen and provided against, then the loss occasioned thereby shall be sustained solely by the Customer".**
- 11a—Non-emergency customer service requests will be responded to by ATC, LLC. as noted in vendor warranty description (see item 11).
- 11b—Non-emergency customer service requests made by customer may be declined by vendor if any monetary (past due) balances are outstanding to ATC, LLC. for additional telephone work requested by customer, that is not considered warranty related items as defined above
- 12) Vendor shall not be liable for special or consequential damages arising from the use of, or the inability to use, the Equipment or from any other cause.
- 13) Vendor may assign this agreement in whole or in part. Customer may assign this agreement only by attaining written consent by an Officer of Vendor. Such consent shall not be reasonably withheld.
- 14) Customer shall assume risk of loss to the Equipment upon delivery of the Equipment to Customers premises.
- 15) **CUSTOMER'S SERVICE**
- The Customer shall, at its expense, on the signing of this agreement, and at all times thereafter during the period of installation services hereunder
- (a) **Access**—Allow employees or agents of Vendor free access to premises and facilities where the Equipment is to be installed at all hours consistent with the requirements of installation.
- (b) **ENVIRONMENTAL**—Assure that the premises will meet all temperature, humidity controlled, air-conditioned, and other environmental requirements set forth in the applicable Equipment specifications and will, be dry and free from dust and in such condition as not to be injurious to the employees or agents of Vendor or the Equipment to be installed.
- (c) **MECHANICAL**—Provide all patching, painting, concrete openings, conduits, floor reinforcements or other mechanical modifications pertinent to this installation.
- (d) **ELECTRICAL**—Provide ample electric current of proper voltage for any necessary purpose suitably terminated in rooms where it is required Provide properly grounded copper ground of ample capacity (minimum #8 awg) at equipment locations,
- (e) Provide for the termination of any existing service agreement, with the local telephone utility and for the removal of any existing equipment and cable from prior office tenant, as required.
- (f) Provide suitable and easily accessible floor space to permit storing adjacent to where Equipment will be used, and for secure storage of tools, test sets, lockers and employees or contractor's personal effects.

(g) APPROVALS—Customer shall be responsible for the timely and proper securing of all permits, licenses, consents and approvals in connection with the sale and installation of the Equipment for the above stated items

16) If any obligations of the Customer are not met when due or if the Customer breaches any provision hereof, at Vendors option, all unpaid amounts shall become immediately due and payable to Vendor or its assigns. Furthermore, Vendor may, at its option, render the Equipment unusable until all amounts due are paid Vendor, including interest from the date of the breach at the highest rate of interest allowable by law All costs incurred by Vendor in enforcing the provisions of this agreement, including reasonable attorney's fees, shall be paid by the Customer.

17) Alterations to the Equipment must be made by an authorized representative of Vendor Additions, modifications, or relocation of the Equipment must be signed for and accepted by Vendor In advance. Such modifications shall be in accordance with the policies and practices of Vendor at the time the additions, modifications, or relocations are made.

18) Title to the Equipment shall remain with Vendor or its assigns until all required payments are made by Customer. This agreement shall not be altered except in writing signed by both parties hereto and shall be governed by the law of the State of Florida

19) Any differences, claims or matter in dispute arising between the parties out of this agreement or connected herewith shall be resolved in accordance with Florida Law.

Customer waives the right to be sued in the County of his residence and consents to venue in any county where Vendor has an office open to the public.

20) TRAINING

Vendor will provide instructions for all operators and users of Equipment during user's normal working hours and at regularly scheduled training sessions, immediately prior to and following Cutover instruction manuals will be left on premises for future training of new employees, etc.

21) CONSULTANTS

If a Consultant is retained in conjunction with this sales agreement the Customer at Vendor's option, approves the payment of fees to such Consultant for certain.

services usually performed by Vendor If the Consultant has been retained by the Customer, Vendor shall not be liable or responsible to Customer or to third persons for any bodily injuries, property damage, or consequential damages which occur as a result of the acts, plans, specifications or design of such Consultant it being further understood that Customer will defend and indemnify Vendor against all claims and/or damage which may arise.

22) CANCELLATION

In the event the Purchaser cancels this order prior to installation of the Equipment, all monies deposited with the Seller shall be retained by the Seller as liquidated damages and not as a penalty.

23) Additional Information

Vendor shall not be responsible for any fee charges imposed by C-Lec's, Cable Providers, I-Lec's, VOIP Providers or any other telephone company operating in the Customer's area in relation with the installation of the Equipment, nor for advising said telephone companies, after the installation of the Equipment, to pickup their replaced equipment (including any Early Termination Contract Fees imposed by the aforementioned listed entities). In addition, unless otherwise noted on face of this contract, customer is responsible for any existing liens, lease agreements, purchase agreements, rental payments, etc. on customer's previous communication system.

(h) Customer is responsible for plywood/backboard and ground wire sometimes required for certain telco configurations.

(b) In order to use special promotions on coupons customer must pay COD at time of delivery of services.

(a) Invoices due for additional work (adds, moves, changes) requested by customer are due no later than 10 days of billing. If not paid in a timely fashion late charges will apply.