



Terms and Conditions

The Seller agrees to sell and the Buyer/Reseller agrees to buy the equipment and/or products described on the price described on the following terms and conditions.

1. The Seller agrees to ship the equipment and/or products within forty-five (45) business days from receipt of this Purchase Order accompanied by full payment. Delivery shall be subject to and contingent upon strikes, labor difficulties, fire, storm delay or defaults of common carriers, failure or curtailment in Seller's usual source of supply, government decrees or orders, or any other delays beyond the Seller's reasonable control, and the Seller shall not be liable for any loss or damage arising there from. Buyer may cancel the order by written notice delivered to Seller prior to the shipment if the order is not shipped within forty-five (45) days of receipt of the Purchase Order and payment from the buyer. Title to the equipment and/or products shall not pass to the Purchaser until total due is paid in full. Equipment and/or products purchased are for a business purpose. Delivery and location of equipment and/or products are Purchaser's responsibility, and all equipment and/or products are F.O.B. company warehouse.
2. VENDTECHS, LLC. guarantees to replace, or at its option, repair any equipment or parts there of which are found to be defective in material or workmanship within **one (1) year** from the date of purchase. The obligation with respect to such products shall be limited to replacement or repair F.O.B., VENDTECHS, LLC. and in no event shall the Seller be liable for consequential or special damages, or for transportation in connection with such product or parts. This warranty is expressly made in lieu of all other warranties express or implied, including the warranties of merchantability and fitness.
3. This Purchase Order is intended by the parties as a complete and final expression of the entire Purchase Agreement between the parties and as a complete and exclusive statement of its terms. Both the front and back of the Purchase Order have been read and agreed to by the Purchaser and Purchaser hereby acknowledges he/she has done so with a clear understanding of this Purchase Order and all of its terms and provisions. Purchaser has been given the opportunity to have an attorney review this document. Buyer understands and agrees that Seller offers NO BUY-BACKS, MONEY BACK GUARANTEES, OR REFUNDS.
4. Buyer agrees that he/she is not relying upon any verbal or written representations whatsoever, except as expressly set forth in this Purchase Order. Buyer acknowledges and agrees that Seller does not guarantee or represent that the units when installed, will guarantee any minimum earnings as the earnings from them are rendered by the Buyer, all of which factors are beyond the control of the Seller. This Purchase Order can only be modified in writing, signed by the parties, or their duly authorized agents. Deposits are not refunded if approved for a route. Seller reserves the right to modify and upgrade changes in packaging and product content for the betterment of the product line.
5. Any dispute under this Purchase Order shall be settled by arbitration before the American Arbitration Association of TEXAS in accordance with their rules and procedures. Judgment on the award of the American Arbitration Association may be entered in any Court of competent jurisdiction. Interpretation of the Purchase Order shall be determined by the laws of the State of TEXAS. Exclusive venue for resolution of disputes shall be in Dallas County, TEXAS.
6. Seller will provide Purchaser with items as herein provided for the specified price as determined. Seller shall ship F.O.B. company warehouse to the Purchaser's address as stated herein or to a location selected by Purchaser. In addition, Seller will give Purchaser an opportunity to purchase additional equipment and/or products upon request by Purchaser.

7. Seller agrees to appoint and maintain during the term of this Agreement an agent for the receipt of service of process within the State of Texas with respect to any action arising out of or based upon the relationship between the Seller and Purchaser. Seller's agent for service at the present time is State Of Texas. Seller reserves the right to change its agent for service at any time will provide written notice to Purchaser if such an event occurs prior to the completion of any sale.
8. Purchaser agrees and understands that any and all locations are the responsibility of the Purchaser and ultimately it is the Purchaser's responsibility to independently locate the units sold. Seller agrees to maintain a secretarial service to assist in scheduling appointments for the Buyer to help locate units sold.
9. Purchaser agrees, understands and acknowledges that the relationship between Seller and Purchaser is that of a route operator and that a route operator is defined as a purchaser of goods from a seller.
10. Purchaser agrees to comply with all Federal, State and Municipal laws relating to their business and will not engage in any intentional, unlawful or illegal trade practices or business activity.
11. Purchaser shall be responsible for all Federal, State and Local taxes as well as all licenses required to do business and shall act as an independent contractor in all matters concerning Purchaser's business.
12. It is acknowledged by Purchaser that this is neither a franchise offering nor a security offering and involves only the purchase of equipment and/or products. Purchaser is free to buy automated entertainment dispensers and DVD (products) from any manufacturer or supplier and does not have to purchase such items at any time from Seller.
13. Purchaser may cancel this Purchase Order for any reason by mailing written notice of same to Seller if and only if said notice is postmarked within five days of Seller's receipt of payment in full.

Buyer/Reseller;

By: _____ Title _____

By: _____ Title _____

Address: _____ City _____ State _____

Phone: _____ Email _____ Date _____

Approved By: _____ Title _____ Date _____