

CREDIT AGREEMENT

MicroMetric Inc.

Your Information Technology Team

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Thank you for your business. We look forward to helping you today and for many years to come. As with any relationship, we believe things work more smoothly when we agree on how business will be conducted. Please complete and accept the following agreement. No work can be performed by MicroMetric, Inc. without a signed **Credit Agreement** or **Service Agreement – Discounted Service Rates**

I/we (Client) agree to comply with the following terms:

1. All labor charges are non-refundable. MicroMetric, Inc. current rates, for both Hourly Shop or On-Site Labor and Fixed Fee Labor are posted on our web site at <http://www.MicroMetric.com>. A copy of the current **Billing and Rate Information** is included with this agreement
2. All hardware is sold with a manufacturer's warranty
 - a. If the manufacturer's warranty is less than 1 Year, MicroMetric, Inc. warranties the hardware from the end of the manufacturer's warranty to the end of 1 Year from the date of purchase.
 - b. Computer systems, both Workstation and Server, designed and built by MicroMetric, Inc. are warranted both parts and labor, for 1 Year.
3. All merchandise may be returned within 30 days. There is a 15% restocking fee on all items except special-order items. There is a 25% restocking fee on special-order items.
4. Licensed software is not refundable.
5. There is a \$50 charge on returned checks.
6. Invoices are due and payable to MicroMetric, Inc. upon completion of the work.
7. All sums unpaid, after ten (10) of the Invoice date, that are not in dispute in writing, shall be charged to the Clients Credit Card, whose details and authorization are given at the end of this Agreement. A Late Fee of five percent (5%) of the Invoice Amount, with a minimum of \$10.00 will be charged, to cover the cost of this collection.
8. Additional costs of collection, including reasonable attorney's fees, shall be borne by the Client.
9. All merchandise remains the property of MicroMetric, Inc. until paid in full.
10. MicroMetric, Inc. shall not be bound by any terms or conditions printed on a purchase order, check, or correspondence from Client without prior written acceptance of such terms.
11. Quotations and responses to requests for quotations do not include the price of sales tax or shipping unless these items are explicitly stated. Client is responsible for the cost of sales tax and shipping of all merchandise.

12. MicroMetric, Inc. will not perform any work for Clients with past due balances. This includes but is not limited to emergency services.
13. From time to time MicroMetric, Inc. may offer for sale items that are demonstration units, refurbished, or used. All such items are sold AS-IS and are not returnable.
14. MicroMetric, Inc. does not guarantee the price and / or the availability of product and / or services quoted.
15. All defective merchandise must be returned to MicroMetric, Inc., prepaid.

LIMITATION OF LIABILITY

16. MicroMetric, Inc. warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified personnel.
17. MicroMetric, Inc. offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.
18. MicroMetric, Inc. makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose of merchantability. In no event shall MicroMetric, Inc. be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to MicroMetric, Inc. in advance or could have been reasonably foreseen by MicroMetric, Inc., and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

LEGAL ACTION AND JURISDICTION

19. Jurisdiction. The enforcement of this agreement shall be governed by the laws of the State of FLORIDA.

PAYMENT GUARRANTEE

20. By providing this Credit Card Information and signing below, Client agrees to allow MicroMetric, Inc. to charge any past due amount.

Card# _____ Expire ____ / ____ Type MC Visa AE CVN _____

OR

- By providing a pre-payment in the amount of Two Hundred Fifty dollars (**\$250.00**) in Cash or Check, Client agrees to allow MicroMetric, Inc. to deduct any past due amount.

CREDIT AGREEMENT CLIENT ACCEPTANCE

I/We agree to these terms and accept responsibility, as detailed above, for payment of our account.

Signature

Date

Print

Company Name