



12 Morgan, Irvine, CA 92618
949.380.7674 PHONE 949.380.7644 FAX
www.cbs-posi.com

The Applicant Hereby Acknowledges and Agrees to the Following Terms and Conditions of Sales:

1. Pricing

Prices are exclusive of Federal, state or local taxes of any nature. The Buyer shall pay all taxes applicable to products ordered or in lieu thereof, Buyer shall provide **Custom Business Solutions, Inc.** with a tax exemption certificate acceptable to the taxing authorities. In the absence of a tax exemption certificate, taxes will be charged and payable until a valid tax exemption certificate is on file.

2. Payment Terms

Payment terms to buyers of satisfactory credit are: Net 10 days from Date of Invoice.

Delinquent invoices or portions thereof are subject to a service charge of 1½% per month until paid (or the legal maximum allowable in the Buyer's state).

Overdue and delinquent account balances are subject to being placed for collections and Buyer shall pay all expenses incurred including collection fees, court costs, and reasonable attorney fees.

In the event Buyer's account is overdue, Buyer agrees that **Custom Business Solutions, Inc.** may offset the account balance or any portion thereof against any funds due Buyer by Custom Business Solutions irrespective of whether the amounts arise out of the same transaction.

3. Buyers Purchase Order: Conflict of Terms

In the event Buyer shall submit purchase orders, the written terms of which are at a variance or conflict with the terms and conditions of sale contained herein, such purchase order terms shall have no effect to the extent that they may conflict and **Custom Business Solutions, Inc.** terms and conditions of sale shall prevail.

4. Returned Material

No product or equipment of any kind shall be returned without prior approval and specific shipping instructions from **Custom Business Solutions, Inc.**

5. Restock Charge

Unless otherwise agreed, a restock charge will be assessed upon the return of products because of buyer ordering error, when the product has suffered damage while in buyer's possession, late cancellation of order, or when assessed by the manufacturer.

Restaurant Management Systems

IRVINE, CA SAN FRANCISCO, CA SAN DIEGO, CA DENVER, CO DALLAS, TX HOUSTON, TX



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6. Alteration of Terms and Conditions

No alteration or waiver of the terms contained herein shall be effective unless such authorization or waiver is in writing signed by a duly authorized **Custom Business Solutions, Inc.** officer.

7. Presumption as to Authority of Buyer's Personnel

Custom Business Solutions, Inc. assumes and is entitled to rely upon the apparent authority of all Buyer's employees and agents in placing orders under Buyer's account.

8. Change of Buyer's Name or Address: Reorganization

Buyer hereby agrees to notify **Custom Business Solutions, Inc.** Credit Department in writing of any changes of name or address, or of any corporate reorganization or change of ownership, which results in a change of name or location of the buyer.

9. Acceptance of Sale Orders

All sales are subject to acceptance and no sales are final until accepted by **Custom Business Solutions, Inc.** at its principal place of business: 12 Morgan Irvine, Ca. 92618.

Consideration for an increase or establishment of an open line of credit will be given upon the receipt of this completed and signed application accompanied by a current financial statement.

I/WE UNDERSIGNED agree to guarantee payment of all sums due and owing. I/WE understand that venue is as stated above and that this continuing guarantee shall not be revoked except by written notice to **Custom Business Solutions, Inc.**

THE UNDERSIGNED hereby certify that they have read and agree to the above terms and conditions of sale and certify that the information submitted is true and correct and the financial statement truly and accurately reflects the condition of the applicant. THE UNDERSIGNED also gives any and all Financial Institutions and Principle Suppliers, provided to **Custom Business Solutions, Inc.** the authority to release pertinent information so that credit may be established.

Guarantor X _____ **Guarantor X** _____

Date (President, Owner or Partners – All Partners' signatures required)

(Chief Financial Officer)