



## Great Northern Consulting, LLC

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### Sales Agreement and Security Agreement Terms and Conditions of Sale

Great Northern values each of our customers. Our goal is to provide high-quality products and services, while being easy to do business with. By outlining standard policies, we hope that the expectations of all parties can be met and exceeded, resulting in strong and productive business relationships.

**Payment Terms:** Product invoices are issued upon shipment with applicable sales tax, shipping and handling charges added. Great Northern Consulting will not charge sales tax if exempt. If the purchase is made or being shipped to destinations outside of the state of Ohio, tax will be handled on a case by case basis. If sales tax is not charged, it is the responsibility of the customer to pay use tax to their respective state. **A monthly finance charge of 1.75% (21% per annum) may be applied to the unpaid balance of all past-due amounts.** Past due accounts may be placed on credit hold at the discretion of our accounting department. Upon request, EFT / ACH direct deposit information will be provided. For check payment our remittance address is:

Great Northern Consulting, LLC, 200 E. Campus View Blvd – Suite 200, Columbus, Ohio, 43235.

**Security Agreement:** Our customer hereby grants a security interest in the items described in the attached exhibit ("Quote") which secures payment according to the terms set out in this agreement. Customer agrees to keep the items unencumbered and in good repair. Great Northern has the right to repossess the items if customer does not pay according to the terms set out in this agreement and shall have all the rights and duties of a secured party under the Uniform Commercial Code.

**Shipping Terms:** Great Northern will make every attempt to meet our client's requested delivery date. Shipping and delivery intervals vary based on status of stock, manufacturer / distributor processes, requested class of service, the carrier used and special requests, e.g. integration services. Tangible products shipped by Great Northern are insured "pre-paid and add" with applicable shipping and handling charges added at time of invoicing. Upon request, priority delivery services are available but may vary based on the manufacture / distribution point, product availability and shipping method. Customer specified, direct billed shipping and handling is also available upon request, i.e. specified carrier with prepaid / COD accounts, etc.

**Order Cancellation Policy:** All manufacturer and designated distributor order cancellation policies must be followed by Great Northern. Certain manufacturers / distributors, including Oracle, consider sales final with a non-cancel, non-return policy once an order has been booked. Exceptions must be considered on a case by case basis and may be subject to cancellation and / or restocking fees.

**Back-order Policy:** Non-stocked items through standard distribution will be allocated and shipped as quickly as possible. Estimated shipping intervals are provided at time of quote but subject to change based on availability from the manufacturer / distributor. Upon request, Great Northern will provide current ETA status for back orders. Some manufacturers reserve the right to cancel back ordered products that cannot be delivered within a reasonable time frame.

**Warranty:** As an authorized reseller, Great Northern passes all applicable manufacturers warranties through to the end-user customer. Great Northern is available to assist our customers in the resolution of manufacturers' warranty issues. **As Great Northern is not an original manufacturer or a certification agency, we make no warranty for fitness of use of any products for any particular purpose. There are no express or implied warranties, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Products are not fault-tolerant and are not designed, manufactured nor intended for use or re-sale as on-line control equipment in hazardous environments requiring fail-safe controls, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support, or weapons systems ("High-Risk Activities"). Any express or implied warranty of fitness for such high risk activities is specifically disclaimed.** Great Northern represents and warrants that contracted services shall be rendered with promptness and diligence and shall be executed in a workmanlike manner with qualified personnel, in accordance with best practice and high professional standards.

**Damaged Product Policy:** If product arrives with visible damage occurring during transit, conditionally accept the shipment by having the carrier note any potential damaged items. Direct shipments from the manufacturer should be screened upon receipt and any damage noted by the carrier on the packing slips before the material is accepted. If product damage is suspected, do not open any boxes but immediately notify Great Northern. Please note that Oracle and many other manufacturers / distributors will not accept product back for which a return authorization has not been issued so do not deny shipment.

**Product Return Policy:** Manufacturer's / distributor's return policies vary with many having an "all sales are final" rule once the order has shipped. All returns and exceptions must be worked on a case by case basis. A Return Material Authorization (RMA) Number must be requested in advance from Great Northern before any product can be considered for returned credit. For DOA products or should Great Northern deliver product in error, every effort will be made to correct the situation to the satisfaction of the customer. For all other cases, Great Northern will follow the manufacturer / distributor product return policies. Even with RMA approval, re-stocking fees may apply. Refunds for authorized returned product will be credited to the customer's account. No refunds will be applied for material returned without an RMA Number. *Please retain all original packaging until completely satisfied with each order.*

**Point of Sale Support:** Support agreements are a very important business consideration to help protect your investment. As a knowledgeable services reseller on behalf of our customers, Great Northern Consulting will be happy to coordinate booking point of sale support agreements for purchases for all products for which we are authorized. Each manufacturer's current point of sale support policy will be followed. Any special considerations or non-standard terms requested by our clients will be coordinated when possible. Most POS support is considered non-cancellable, non-returnable by the manufacturers. Exceptions must be worked through Great Northern on a case by case basis. If the manufacturer's support is not desired, Great Northern may be able to provide alternative support choices.

**Renewal of Support Agreements:** As a knowledgeable services reseller, Great Northern Consulting will be happy to coordinate the renewal of support agreements on behalf of our customers for products for which we are authorized. Typically, Great Northern will book support through the manufacturer of the product or one of their designated partners. As such, all applicable terms and conditions (T&C) required by the manufacturer must be followed. Typically, support is considered non-cancellable, non-returnable. Exceptions to the rule must be worked through Great Northern on a case by case basis with any refund being credited to the customer's account. Failure to include (or tardy inclusion of) Great Northern Consulting in the notification process may affect the amount of any applicable refunds due. Service charges may also apply. In cases where the manufacturer or their designated partner's support is not desired, Great Northern may be able to provide alternative support choices.

**Precedence:** The terms of this document shall prevail over any terms in a customer purchase order unless agreed to in writing by both parties. The terms of a Master Agreement between Great Northern and customer shall prevail over this document unless agreed otherwise by both parties in writing. This agreement is governed by the laws of the State of Ohio.

Thank you for the opportunity to be of service. Great Northern welcomes your feedback on how we may improve our products and services.