

## **BUSINESS INNOVATION TECHNOLOGIES INC. – TERMS & CONDITIONS**

It is the prime objective of Business Innovation Technologies Inc. to provide you with excellent products and services. We are pleased to start a project or continue a service relationship with your organization and we will endeavour to do everything possible to make this a rewarding and beneficial experience. Business Innovation Technologies Inc. has put in place standard terms and conditions to ensure a clear understanding of our responsibilities in this relationship.

### **Our Standard Terms and Conditions**

When computer hardware or software (products) are purchased for a project, we require 50% of the total cost in advance of starting the project and the remaining 50% when the products have been delivered to the clients' site.

The purchased software may provide an End User License Agreement contained in the software documentation. Business Innovation Technologies Inc. will provide services that are not covered under the software licensing agreement at an additional charge.

The purchased hardware includes the manufacturers' standard warranty that is shipped by the manufacturer. Business Innovation Technologies Inc. will provide services that are not covered under the manufacturers warranty at an additional charge.

### **Service Work:**

Any on-site/remote services are invoiced after each session from a signed service report which indicates the customer's full satisfaction with the work that took place. Services are invoiced at the standard rate as specified in your proposal.

On-site work is billed for a minimum of one (1.0) hour at the standard rate. All other on-site work is measured in increments of fifteen minutes, rounded up to the nearest fifteen minutes.

Remote work is often required to complete services. When this occurs, a service report for this work will be email or faxed to your attention. Any disagreement with hours for remote work must be reported within three-business days of receipt of the service report or they will be held to be correct and the customer will be invoiced accordingly.

### **Travel:**

Travel is charged for each service visit on a flat rate based on the distance from location to our office. We will set a rate for travel that will be charged for all service visits

### **Estimates of time:**

The service hours contained in the attached proposal represent our best estimate of the time required based on our knowledge and prior experiences. Estimates are made based on information that has been provided by the client. If there are any changes or modifications to the scope of our original project, it will be documented in our service reports.

### **Payment Terms:**

Our standard payment terms are that payment is due for all invoices on the invoice date. Credit for our clients may be made available by Business Innovation Technologies Inc. if it is approved in advance of invoicing. In the case of larger projects, Business Innovation Technologies Inc. may require that progress payments be made as specific milestones are achieved. Business Innovation Technologies Inc. reserves the right to postpone services if a customer account exceeds the credit limit or if payments are past due.

**System Backups:**

Business Innovation Technologies Inc. requires that our clients ensure that data is backed up on a regular basis to maintain its integrity and safety. As we are not the manufacturer or developer of hardware and software products, we can not make warranties regarding the operation of software or hardware. Business Innovation Technologies Inc. is not responsible for issues arising from previously unknown or undocumented system conditions or from unique combinations of hardware and software. Backing up data before service visits will ensure that data can be restored to its current state. Business Innovation Technologies Inc. will not be liable for any damages, including lost profits, loss of data, or any other incidental or consequential damages, arising out of the use of our products and services. Business Innovation Technologies Inc.'s liability for damages arising either directly or indirectly from any errors or omissions caused by the company or its representatives shall be limited to the aggregate dollar amount paid by the customer for those services.

Thank you for choosing Business Innovation Technologies Inc. and allowing us the opportunity to provide information technology products and solutions to your business. We value the relationship with your company, and look forward to serving you in the near future.