

## **Olympic Equipment Buy-Sell Agreement**

### **THIS AREEMENT**

Our sincere desire is for there to be no misunderstanding regarding any part of our business with our customers. We want customers to be well informed and fully understand the terms of sale before and after a buying decision is made. Our goal is to provide customers with the highest quality goods and services we can deliver. Our experience is that well-informed customers are satisfied customers.

### **THIS AGREEMENT IS A CONTRACT**

This agreement is a mutually binding contract for the sale, purchase, and delivery of goods and or services (herein "services") provided by Olympic Equipment LLC (herein "we, our, or vendor") by our customers (herein customer) equipment, parts, or other property. It is mutually understood this agreement, including but not limited to Invoice, Company Policies, Buy-Sell Agreement, Warranty, Delivery & Installation Agreement, and all other posted documents, policies, terms and conditions, and all applicable laws are made part of this contract. Note that Olympic Equipment LLC will not be held responsible for slight variations in dimensions, fitment, functionality, or customers' location or usage choices. Buyers' decision to make a purchase serves as confirmation that customer has thoroughly read, understands, and agrees to all costs, terms, conditions, limitations, difficulties, and undiscovered risks that may arise by authorizing vendor to provide goods and services.

### **CHARGES & BILLING**

Payment is due in full before deliveries, will-call pickups, or installations are scheduled. No credit is offered or implied. Applicable taxes will be added to all customer invoices. Unpaid invoices are subject to accrued interest (5% per month) and storage fees (\$50 per day). NSF fee is \$40 per incident. In the event customer cannot, will not, or refuses to make necessary funds available to pay vendor in full according to this agreement, customer authorizes vendor to cancel customer services with interest, restocking fee, and storage costs accruing as outlined herein. Dishonored promises to pay, cancelled checks, reversals on credit card payments, and fraudulent payments will be subject to a penalty of up to the amount of the negated payment.

### **COLLECTION COSTS / ARBITRATION**

Legal fees and collection costs related to collecting unpaid or past-due accounts will be charged to the customer's account. Any dispute which may arise regarding this agreement shall be settled amicably as far as possible, but in case of failure to settle the matter shall be submitted by arbitration as follows: Claims or demands asserted by either Vendor or Customer or other parties acting under their authority shall be submitted for binding arbitration under the rules for Commercial Arbitration of the American Arbitration Association in proceedings to be held in the city of Arlington, State of Washington, USA.

### **AUTHORIZATION**

It is mutually agreed that Customers purchase of vendors goods or services is an acknowledgement of consent and agreement to all terms and conditions defined herein, whether it be in person, electronic, telephone or other means of communication.