



**P.O.S. Terminal Sale and Processing Agreement**

Date : \_\_\_\_\_

Sales Rep. \_\_\_\_\_

**Bill to:**

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

Contact Name \_\_\_\_\_

P.O.S. Model	Quantity	Unit Price	Total
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
		Delivery:	\$ _____
		GST:	\$ _____
		PST:	\$ _____
		<b>Total:</b>	\$ _____

**Terminal Options**

Terminal Receipt Message \_\_\_\_\_

Surcharge \_\_\_\_\_

Surcharge on Cashback \_\_\_\_\_

Tip \_\_\_\_\_

Haulage Fee \_\_\_\_\_

	Yes	No
Phone Cards:	<input type="checkbox"/>	<input type="checkbox"/>
Credit Cards:	<input type="checkbox"/>	<input type="checkbox"/>

**Terminal Details**

\_\_\_\_\_  
 \_\_\_\_\_

All the changes of the Terminal information are subject to a charge of \$ 50.00

In consideration of the covenants contained herein and for other valuable consideration, the sufficiency of which is hereby acknowledged, the Customer agrees to terms and conditions contained herein, including those on the reverse hereof.  
 Les Parties ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

\_\_\_\_\_  
 Customer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Sales Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 POS Express

\_\_\_\_\_  
 Date

## **P.O.S. Terminal Sale and Processing Terms:**

This document constitutes the entire purchase and sales contract between POS Express and Customer (The Parties). The purchase price for each terminal, as listed on the front page of this contract, includes the terminal, one User's Guide, shipping and installation charges. The purchase price does not include any transmission charges or any utility, telephone line or telephone charges, all of which must be paid by the Customer. The purchase price of each terminal and/or item of optional equipment is not refundable under any circumstances. All verbal or written agreements not mentioned on the face of this contract are void, and no sales agent has any authority to change, alter or add to this contract in any particular. The Customer(s) acknowledge having received a true and completely filled in duplicate original copy of this contract at the time of signing. Please note that no condition specified on this duplicated copy is valid unless it appears on the original copy. This contract becomes binding on all parties upon execution, unless otherwise notified by POS Express. POS Express retains the sole right to cancel this contract prior to terminal delivery. Title and ownership of all terminal(s) and equipment shall remain in POS Express name until full payment of the purchase price is received by POS Express. POS Express reserves the right to remove all terminal(s) and equipment at any time during normal business hours if full payment is not received by POS Express upon installation. The Customer(s) shall be liable for all costs of collections and other charges incurred as a result of default in payment.

**Delivery:** POS Express shall deliver the POS Terminal within 10 (Ten) days of Agreement signature. Prior delivery is permitted. In the case of delay in delivery exceeding 1 (One) month the Customer has the right to cancel this Agreement in respect to delayed delivery.

**Taxes:** The Customer will be responsible for the payment of all taxes, duties and levies assessed or imposed upon the terminal(s). The Customer agrees to reimburse POS Express for any such taxes or other payments made by POS Express on its behalf.

**Insurance:** The Customer is responsible for insuring against fire, casualty, personal injury and/or property loss or damage caused by or to any terminals, including any temporary replacement terminals, while they are in Customer's place of business.

**Warranty:** POS Express warrants that the terminal shall be free of defects in materials and functions for the period of 1 (one) year from the date of delivery if all maintenance and repairs will be carried out by POS Express.

**Liabilities:** In no event will POS Express, or its respective directors, officers, employees or agents be liable for any incidental, direct or indirect, special or consequential damages (including with limitation, damages for personal injury, loss of profits of sales, business interruption, loss of business information, or any other pecuniary loss) in connection with or arising out of this contract, no matter how caused. In all situations involving performances of any terminal, the Customer's sole and exclusive remedy shall be the repair or replacement of defective terminal(s) and equipment.

**Payment Processing:** The Customer wishes POS Express to operate a point of sale terminal for the purpose of performing certain banking functions including process Interac direct payment transactions. The Customer does grant unto POS Express an exclusive license to operate a POS.

The Customer hereby authorizes POS Express and its assigns to automatically withhold from the merchant's debit deposits as of the first day of each month, all transaction processing fees and any other fees or payments per the agreement between POS Express and the Customer, and the lease payment or loan payment agreed between the merchant and the lease or loan founder, which have been accrued during the previous month.

The Customer acknowledges that the operation of the POS may be disrupted and that POS Express shall not be liable for any loss or damage of any kind whatsoever arising as a result of such disruption. In no event shall POS Express be liable to Customer for any special, indirect or consequential damages even if POS Express has been advised of the possibility thereof, including but not limited to lost profits, lost revenues, other commercial or economic losses of any kind or any claim or demand against the Customer by a third party. The Customer agrees to defend, indemnify and hold harmless POS Express, its successors, assigns, directors, officers, merchants, agents and employees and (collectively, the "POS Express Parties") against all actions, suits, claims, proceedings, losses, damages, charges, liabilities, expenses and cost, including, without limitation, reasonable legal fees and expenses (collectively, the "Indemnified Amounts"), in any way arising out of or related to any acts or omissions, negligent, willful or otherwise, of the Customers, its employees, agents, customers or invitees or the Customer's failure to comply in every respect with its obligations herein.

**Compensation:** The Customer agrees to pay POS Express \$ 0.15 per Interac transaction to support switch and communication costs. This payment for each Interac transaction will be levied at the time of each transaction and electronically settled from the Customer and/or user's clearing account. The Customer hereby authorizes POS Express to periodically draw from the Customer's bank account to cover amounts due under this agreement.

**Service, Maintenance and Repairs (Parts extra):** Each terminal and equipment purchased under this contract includes processing service for as long as the Customer is entered into a processing agreement with POS Express or an agent approved by POS Express. The Customer agrees to pay POS Express \$ \_\_\_\_\_ per transaction for maintenance and repairs during the life time of this Agreement. This payment for each surcharged Interac/Cashback transaction shall be levied at the time of each transaction and electronically settled from the purchaser and/or user's clearing account.

**Terms of Agreement:** The initial term of this agreement is 5 years from the date processing commences. After the initial Term, this Agreement will continue until terminated by either party upon thirty (30) days written notice, except as otherwise provided in this agreement or attached schedule. The Customer will pay all charges for services provided prior to termination.

**Contract Termination:** Notwithstanding any termination of this contract, the Customer will remain liable to POS Express for the purchase price of each terminal, including any unpaid amounts (which may at POS Express's option, be fully accelerated and charged to the Customer immediately upon termination of this contract), for any administration or service charges previously or subsequently incurred. If the Customer breaches this Agreement and POS Express removes any terminal, then, in addition to such other non-monetary rights and remedies to which POS Express may (pursuant to this Agreement, by law, in equity or otherwise) be entitled, POS Express shall be entitled to collect from Customer, as an immediately due and payable obligation of Customer, removal costs of \$250.00 per terminal.

**Controlling Law:** This Agreement, and all provisions contained herein, shall be interpreted in accordance with the laws of the Province of Quebec, exclusive of the choice of law rules thereof.

**Entire Agreement:** These terms and conditions constitute the entire terms and conditions applicable with respect to the subject matter thereof, and shall supersede any and all prior and contemporaneous promises, representations and agreements, if any, made by one party to the other concerning the subject matter of the Agreement. This agreement may not be released, discharged, supplemented, amended or modified in any manner except by an instrument in writing signed by duly authorized representatives of POS Express and the Customer.

**Assignment of Right:** The Customer may not assign his rights or obligations under this contract to any person or entity. Any attempted transfer or assignment shall constitute a breach of this Agreement.

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Customer

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POS Express