

## Agreement to Purchase Non-Cancelable, Non-Returnable Products (NCNR)

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This Agreement (NCNR) is made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") by and "Between" Applied Computer Online Services Inc., (hereinafter referred to as "Seller"), a California Corporation having its principal place of business at 2901 Moorpark Ave, Suite 100, San Jose, CA 95128, and

\_\_\_\_\_, A \_\_\_\_\_ Corporation (hereinafter referred to as "Buyer"), having its principal place of business at \_\_\_\_\_

Buyer agrees that any purchase orders it issues to Seller for parts listed below are non-cancelable and non-returnable ("NCNR"). Buyer agrees to purchase the quantities listed, from the Sellers' locations, also listed below. Buyer also agrees that all purchases pertaining the below part numbers and quantities are final, and Seller has no obligation to accept the return of any of the below parts for whatever reason, with the sole exception of when the product is found to be damaged or defective at time of receipt, as long as the Buyer notifies the Seller within 10 days of receipt of any such product.

The parts will be shipped and invoiced to Buyer on the scheduled delivery date and the Buyer will be required pay the invoice according to the Terms of Sale printed on the invoice.

Parts listed in the NCNR cannot be canceled, but may be rescheduled for delivery one (1) time, up to a maximum of 10 calendar days form the original scheduled delivery **date and Buyer agrees to last ship date not later than \_\_\_\_\_**. Seller may add a 5 % handling charge to the price of any parts that have been rescheduled. Buyer's payment to Seller will be made based on the rescheduled shipment date and per the payment terms printed on the invoice. Buyer and Seller agree that the parts listed below shall have NCNR status, and that any terms to the contrary in buyer's purchase orders, other documents, other agreements or correspondence do not apply due to the NCNR status of the parts.

### Parts:

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives, effective as of the date first written above.

### Buyer:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

### Seller:

By: Applied Computer Online Services

Name: \_\_\_\_\_

Title: Inside Sales Rep

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