



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

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-cancellable and non-returnable ("NCNR"). Buyer agrees to purchase the quantities listed below. Buyer also agrees that all purchases pertaining to 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 15 days of receipt of any such product. A prepayment via ACH/Wire/Check from Buyer in the amount of 25 % is required at time of order placement, and the balance is due at shipment via ACH/Wire. 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:

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: _____