



Terms & Conditions

1. Entisys360 Terms & Conditions Overview

The purpose of this document is to provide a list of Entisys Solutions, Inc. (“Entisys360”) general terms for doing business with our clients. This document will provide general information regarding rates, payment policies, return policies, ordering policies, and legal policies.

1.1 Rates for Service

See Standard Rate Schedule and Engineering Service Descriptions for our published current rates. Service is an estimate of time; actual labor times may vary and will be charged appropriately.

1.2 Cancellation of Service

Entisys360 allows for client cancellation of service calls up to twenty-four hours prior to the time that the engineer is scheduled to leave for the service call. If the client cancels within the twenty-four hour window, they are responsible for the minimum on site billable rate for that service call.

1.3 Data Integrity

Entisys360 is not responsible for data integrity. Entisys360 will not be held liable for data loss as a result of equipment or service failure.

1.4 Quotations & Proposals

All proposals expire after thirty days. We are not responsible for any omissions or errors presented in our proposals. Work will be scheduled for a proposal upon receipt of the proposal signed by the customer and a deposit.

1.5 Travel

Travel will be billed based on the terms of the quote, proposal, service order, or statement of work.

1.6 Payment Terms

Invoices are due and payable within 30 days of invoice date. Invoices paid after that time will be subject to a 1.5% finance charge.



Entisys Solutions, Inc.
1855 Gateway Blvd., Suite 730
Concord, CA 94520
PH:925-688-8989 / FX:925-688-8995

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1.7 Return/Warranty Policies

All hardware products that are supplied by Entisys360 are returnable for up to fifteen days from delivery for a full refund, as long as products have not been opened. Should client open any products within this period, they will be subject to all open box policies of the manufacturer. This could mean full refund, restocking fee or no return, depending on the manufacturer. Licensing is not returnable unless authorized in advance by the manufacturer. Dead on arrival (DOA) and defective returns are valid only for exchange. Beyond twenty-five days from the date of sale, you must contact the manufacturer directly to initiate a warranty claim. You must have the original boxes, documentation, accessories and packing materials for all returns. Incompatible is not defective. Entisys360 will test all DOA/Defective returns. Any product deemed not defective or DOA will be returned to customers at their expense.

All returns are subject to manufacturer specific return guidelines, which may deviate from Entisys360's standard return policy. All returns require a valid RMA#. The product must be shipped in order to arrive at Entisys360 within 15 days from the invoice date.

1.8 Training Classes & Courses

Full payment is due prior to enrollment in a class. Entisys360 reserves the right to cancel classes due to low enrollment at any time. In the event a cancellation occurs, you will be contacted. Entisys360 must be notified 15 or more business days in advance of your scheduled class date should you need to withdraw, cancel, or reschedule your reserved seat in the class. This will secure rescheduling or a refund of your tuition. Withdrawals, cancellations, or rescheduling notifications, (late cancellations), received in writing less than 15 days prior to a scheduled class will not receive a refund or cancellation of unpaid invoice. Late cancellation notifications will be given the opportunity to re-take the course which they cancelled for a period of six (6) months from the original date of class. If a client/student fails to attend any scheduled class in which they are enrolled and has not notified Entisys360 the client/student shall be considered a "no show". Any "no show" will not receive a refund or cancellation of unpaid invoice and will not have the opportunity to re-take the course for which they failed to properly notify Entisys360 of their cancellation.

1.9 Ordering Policies

All client orders must come in the form of a signed contract or client purchase order. Orders should include delivery and shipping instructions. Orders should be emailed to accounting@entisys360.com or faxed to 925-688-8995.

1.10 Shipping Policies

All freight and handling charges will be added to final invoice.



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1.11 Taxes, Tariffs, Customs or Duties

All applicable taxes will be added to the final invoice. Price does not include any tariffs, customs or duties that may be applicable to the sale of the products and services. When Entisys360 has the legal obligation to collect such tariffs, customs or duties, the appropriate amount shall be added to invoice and paid by the customer. Prices do not include any national, regional, and local excise, sales, use, withholding or similar taxes.

1.12 Litigation

In the case that any dispute requires legal action, the prevailing party will be entitled to all legal fees and processing costs.

2. Customer Billing Information

Billing Information	
Company Name	
Billing Address	
City, State, Zip Code	
Billing Phone Number	
Billing Email Address	

Will Purchase Orders Be Issued?	Are Purchase Orders Required?
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3. Other Considerations

The copyright in all documents created hereunder for the client shall belong to client. All intellectual property rights in all pre-existing works and derivative works of such pre-existing works as well as installation scripts and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of work hereunder, shall belong to Entisys360, subject to a worldwide, non-exclusive license to the client for internal use as intended hereunder. No license to Entisys360 products is granted herein. Entisys360 products must be licensed separately.

Entisys360 warrants that the services will be performed in a professional and workman-like manner using generally accepted industry standards and practices. Client’s exclusive remedy for breach of this warranty shall be timely re-performance of the work by Entisys360 such that the warranty is met. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, THE PERFORMANCE OF MATERIALS OR PROCESSES DEVELOPED OR PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT.

Entisys360 liability to the client under this agreement and with respect to any services contemplated by this Agreement shall be limited to the amount actually paid by Company. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS) REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, OR STRICT LIABILITY.

This agreement shall be governed by the internal laws of the State of California.

4. Terms & Conditions Agreement

Signature indicates the client’s acceptance to the terms and conditions as documented in this agreement.

Signature	Date
Name & Title	