

AGREEMENT TO PURCHASE PC QUILTER SIDE MOUNT UPGRADE

Revised 12/22/2007

The following information constitutes the terms and conditions of your purchase, so please read it carefully. If there is anything you do not understand, please call our sales office at 1-877-262-8568 (continental US only) or 1-360-554-8038 (outside the US). If you are at a show or at one of our reps/resellers, please ask for clarification. We believe that a fully informed buyer can make a better decision and not find surprises after they have purchased the product. You will need to initial each page and sign and date the last page.

1) **You agree to follow the safety rules that are in the PCQ/SM manual.** You understand and accept the responsibility that failing to do so could potentially cause you to be injured or cause property damage and you do not hold Quilting Technologies or any of their representatives, resellers, or associates responsible. The SM must not be used around children who may stick their fingers in the wrong place. The SM must not BE run unattended.

2) You hereby state that you are not purchasing and will not resell the SM for the purposes of copying the product, using it, or assisting others to use it to copy the product or acquiring the product for a third party for any reason, and you agree not to develop and/or sell or to assist others to develop and/or sell such a product either directly or indirectly for 5 years after tech support or warranty ends. A PCQ/MAX THROAT patent has been issued in the USA. **Any unauthorized modification of the SM will void all tech support and warranty. Please call Tech Support at 1-360-554-0418 before making any modifications to your SM and request that they send you a modification request form.**

3) The SM works with most mid arm and long arm frames. The SM has a maximum track spacing of forty inches. The SM attaches to your existing carriage. The SM has a docking system to allow for ease of switching between computerized and free motion/hand guided quilting. The SM is also compatible with frames using a 9 inch throat machine. The SM can also be attached to the Max Throat Free Motion Carriage.

4) There is a **14 day** return privilege (14 days from the **date you receive the equipment**). Keep the original box and packing in case you do need to ship the SM back. You will be charged a return fee of 20% of the purchase price and you must pay the return shipping. The 20% return fee covers testing, restocking, shipping to you, insurance, and payment processing fees. All of these fees were included in the purchase price. The unit must be returned in **“like new” condition** (no damage to the equipment) which requires correct packing to prevent damage during shipping. You **MUST** call sales at 1-877-262-8568 and receive a return authorization number before shipping the product back. Quilting Technologies will refuse delivery of returns lacking an RMA number. Please keep all shipping documents and receipts. The package must be insured for the purchase price. Your refund will be given after receipt and verification of the condition of the equipment (generally in about one week after return is received).

5) If you later sell your SM, any remaining tech support and warranty are NOT transferable. The prospective buyer must go through the same approval process as a new buyer. The prospective buyer must download the current Agreement to Purchase a PC Quilter/Side Mount/PC Quilter-RC and the order form from the website. The potential buyer must read the Agreement to Purchase, initial each page and sign and date the last

page, and fill out and sign the order form stating that they want to purchase a used unit and provide the name of the person they purchased the unit from along with all pertinent information. Both the signed and initialed Agreement to Purchase and the signed order form should be faxed to 360-343-1333. The new owner will be contacted by tech support for approval of their PC skills **before** the transaction is completed. Upon approval, the new owner must purchase one year of tech support/warranty. As the seller, you agree to inform the buyer of these requirements prior to the sale. The seller should advise the potential buyer of the need for computer skills and ability to read manuals. The final approval for the used purchase is done by Quilting Technologies. Very few prospective buyers are declined. Once the approval process is completed, the seller will be contacted by Quilting Technologies. At that time, the transaction may be completed. The seller should contact sales via email at sales@pcquilter.com when the transaction has been completed and the equipment has been shipped so that Quilting Technologies can update their records. The tech support for the new owner will start upon receipt of the verification from the buyer that the transaction has been completed. Their card will not be charged until that time. If the new owner contacts tech support before the verification email has been sent, no support will be given. This applies to all sales including those via EBAY and other similar services. Please call sales at 1-877-262-8568 with any questions concerning this procedure.

6) Tech Support and Warranty. The SM upgrade comes with 90 days tech support and warranty. The tech support period starts on the date **you receive the SM**. If you have current tech support/warranty, you will receive an additional 90 days. The 90 days will start on the expiration date of your current tech support/warranty. If you do not have current tech support/warranty, you will receive the 90 day period only. The 90 days will start on **the date you receive your SM**. Quilting Technologies gets notification when the package is delivered and uses that date for calculating the expiration date. This should give you ample time to get it up and running. If you do not attempt to set the SM up within the 90 day support period, you will need to purchase tech support and warranty should you need assistance. You will **not** be notified when your tech support/warranty expires. If you call tech support after the expiration date, you will be informed that your tech support/warranty has expired, and you will need to call sales at 1-877-262-8568 (continental US) or 1-360-554-8038 (outside the US) to order tech support/warranty if you wish to receive help. Sales will inform you of the current pricing. It can take up to 48 hours for credit card processing. You will need to wait until that has been accomplished before calling back to support. Sales department receives notification of verification at the end of the business day (5 pm Pacific Time Zone). You may contact sales at sales@pcquilter.com or 1-877-262-8568 (continental US) or 1-360-554-8038 (outside the US) for verification of payment processing after that time.

7) This agreement is governed by the laws of the State of Washington. Any litigation regarding this agreement or the product must be in Jefferson County, State of Washington.

8) All pages of this document must be read and initialed. Please sign below and fax all pages along with the order form to 1-360-343-1333. If you do not have access to a fax machine and have a scanner, then you can scan and email a copy to orders@pcquilter.com.

The order will **not** be processed until a copy of this of this Agreement to Purchase with initials and signature is received by Quilting Technologies. By initialing and signing this document, you are stating that you have read, understand, and agree to abide by the terms of this document.

Name _____

Date _____