Coffee Time Services –Terms and Conditions of Installation Agreement

1. The equipment stated on the reverse hereof, furnished by Coffee Time services (hereinafter referred to as the “Company”) shall at all times remain Company’s property and will be immediately returned to the Company upon demand.

2. The Customer will use coffee and allied products purchased only from Company with a minimum purchase as stated on the reverse hereof. This agreement shall be in effect for three years and will automatically renew itself unless terminated by registered mail by either party giving 60 days prior notice to any three year anniversary date. If additional equipment (i.e. brewer, server, stand, water cooler, fountain machine, etc.) is installed, the Agreement is automatically extended three years from the most recent date of installation. If service is canceled, Customer agrees to pay the balance owed to Company, in full at time of cancellation.

3. Company shall have no liability to the Customer for personal injury or for damages, costs or expenses to the Customer’s property resulting from any defect (whether through negligence, or otherwise) in the equipment supplied to the Customer, or for loss resulting from delays in repairing defective equipment, or for incidental or consequential damages of any kind or character whatsoever. Company makes no warranties of any kind, expressed or implied, of merchantability, fitness for a particular purpose, or otherwise, with respect to the equipment supplied by Company.

4. All notices hereunder shall be in writing and shall be deemed properly given when delivered in person or deposited in the United States Mail, Certified Mail, Return Receipt Requested, and Postage Prepaid. If to the Customer, addressed to the Customer at the business address shown herein. If to the Company, 6130-B Edgewater Drive, Orlando, Florida 32810, or to such other person or to such other address as may be specified from time to time hereafter by written notice served in accordance herewith.

5. The agreement constitutes the entire understanding between the parties, and no promises or representations have been made by either party or their agents except as herein provided. No waivers or representations have been made by either party or their agents except as herein provided. No waivers or modifications shall be valid unless in writing and signed by each party.

6. Credit Terms: Company policy is NET 15 days from date of invoice, unless other credit terms are stated on the reverse hereof. A service charge of 1.5% monthly will be charged to and payable by Customer on all invoices over 30 days.

Company reserves the right to remove its equipment if the Customer fails to comply with the terms of this agreement. Should Customer refuse such removal, becomes delinquent in any payments, or otherwise defaults in any of the terms and conditions hereof, Customer will be liable for all attorney fees and costs incurred by Company to enforce any and all terms of this Agreement or to collect any moneys due under this agreement whether or not litigation is instituted. Customer is also responsible for the value of any equipment lost or damaged which is in his possession.

Coffee Time Services
Brian Mahoney
941-232-3710