

## Terms and Conditions of Sale

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY. The terms and conditions listed are considered Bell ATM's terms of sale agreement. All users of our website and customers agree that access to and use of this site and purchasing of our products are subject to the following terms and conditions and other applicable law. If you do not agree to the terms of sale agreement, please do not use our site or purchase products with Bell ATM.

### Purchases:

Our friendly and knowledgeable staff is eager to help you with your ATM parts and Service needs. Please have the ATM Manufacturer's name and the model number handy when you call. Please see our [Tech Support Page](#) if you need help determining your make or model ATM.

Orders may be placed on our E-commerce website, emailed to [Sales@BellATM.com](mailto:Sales@BellATM.com) or ordered by phone. A customer service representative will contact you by phone or email within one business day of our receipt in regard to your order to give you stock status and shipping information. All shipments are FOB Centennial, CO.

### Shipping and Delivery:

At Bell ATM Service (Bell ATM), we will make every effort to process and ship in-stock items on the same business day in which the order is placed. Please note that orders received after 4 P.M. MT will be processed the next business day.

If you require your order to be shipped overnight, the order must be submitted by 4:00 p.m. MT. Overnight orders placed after 4:00 p.m. MT will be subject to additional expedite fees determined at the time of order.

Bell ATM is not responsible for shipment delays due to carrier issues, be they weather, equipment, personnel, or any other situations, issues, or acts beyond the control of Bell ATM Service, Inc.

Orders for non-stock items may be dropped shipped from other locations. Additional fees may be charged from the other location, and minimum order quantities apply. Bell ATM Service, Inc. may require a \$40.00 minimum order amount for drop-ship orders. Shipments may include a handling fee to cover the costs of packaging materials and associated labor. All shipments are FOB Centennial, CO. All shipments will include a handling fee to cover the costs of packaging materials and associated labor.

### Items Sent in for Service and Repair:

Items should be accompanied by a description of the repairs needed together with any other information that might help our service department serve you better. Certain items may be available for a swap sale in which a conforming previously refurbished part is sent out immediately in exchange for a fixed sum and the receipt of a re-buildable conforming core. Many people prefer the speed of such a transaction, which results in the shortest down time possible. In this instance Bell ATM Service charges you for the full value of the item sent out and then provides a credit when your core is received and determined to be re-buildable.

#### Advance Exchange Repair Program:

For certain parts, Bell ATM Service Inc. offers an Advanced Exchange program where repaired parts are sold at a flat rate with ground freight included to the "lower 48 states" on both the shipment and return of the repairable core part from the customer. In the event the core is not returned within 14 calendar days of the original order, the full list price of the part plus all freight costs will be charged to the customer. The returned part must be complete and not missing any major components, or the customer will be charged the full list price of the part plus all freight costs.

Items received at Bell ATM Service, Inc. for repair will not be sent to the Service Department until the customer has submitted a form of payment to the Customer Service Department. If a credit card or other form of payment has not been provided when the item is received, processing of the repair will be delayed until the Customer Service Department contacts the customer and receives payment information.

**Repairs are subject to shop supplies and disposal fees in addition to standard repair charges.**

### Refurbished Parts:

As they become available, Bell ATM Service, Inc. purchases and sells used ATMs, assemblies and parts. After a thorough inspection and refurbishment process, these units are made available to our customers at bargain prices. Used at Bell ATM Service, Inc. never means used-up and every part is backed by our Bell ATM Service, Inc. 180 day repair or replacement warranty (excluding NCR and Diebold parts offering a limited warranty of up to 30 Days on new and refurbished financial ATM Parts.) Used item availability is indicated on our web site where appropriate. For the latest information on the availability of used units, or to sell your used ATMs or ATM parts, please contact a Bell ATM Service, Inc. customer representative by phone, toll free 1-888-772-1990

### Drop-Ship Orders:

When Bell ATM Service, Inc. is low on a product, out of stock or does not carry a certain product that a customer needs, sometimes they will drop-ship orders. Bell ATM Service, Inc. carries the manufacturer warranty on all drop-shipped parts unless otherwise noted. Bell ATM Service, Inc. also has a \$40.00 minimum order amount for drop-ship orders.

## **Payment:**

Most of our customers choose to pay for their purchases by credit or debit card, but other payment options including ACH (Bank Transfers through the Automated Clearing House), wire transfers, and PayPal payments are available for customers preferring the ease and cost savings of these methods. In addition, pre-payments by Certified or Company check are accepted, but may incur waiting times to verify funds.

Customers may also apply for NET terms by filling out our "Net Terms Credit Application." NET terms applications take an average of 1-2 weeks to process. While they are being process customers must still pay by credit card, ACH or wire.

Net 30 terms are available upon management approval only.

As the authorized cardholder, you grant Bell ATM Service, Inc. permission to charge the credit card provided, for purchases made by you, or your designees. This authorization will remain in effect until revoked by you in writing. Credit card numbers will be stored off-site on a PCI approved server, and not kept on-file at Bell ATM Service, Inc. offices.

Bell ATM no longer has a "box and hold for payment" policy. Payment is due at the time repairs are completed or product is available (Except for "Net" terms customers). Payment must be available at the time of order, or in the case of repairs, on the day the repair is complete. Credit/Debit Card transactions that are declined, and any NSF ACH or check transactions, will be subject to a \$35.00 fee. There will be an extra fee of \$10/transaction to contact the customer before charging their card or initiating an ACH transaction, and an additional \$10/day fee if the customer cannot be reached to approve payment.

Items repaired and not paid for within 30 days of the repair completion will be considered abandoned and will be liquidated.

Any items paid for but not picked up or shipped within 5 business days will be subject to a minimum storage charge of \$25/month, unless special arrangements have been made in advance. Customers may not pay with cards that are not in their name, i.e. their customer's credit or debit card. Customers must pay with credit cards and other payment options with accounts that they are account holders on. In the event that a customer requests payments from their customer directly to Bell ATM Service, a separate account for that customer must be created.

## **Tech Support:**

Bell ATM Service, Inc. prides itself on helping our customers order the right part the first time and for providing service after the sale. Nonetheless, ultimate responsibility for ordering the correct part remains with the customer. Free tech support is limited to ordinary and customary phone support regarding the purchased part, to the customer making the purchase, and limited to a reasonable period of time thereafter. The customer will be required to provide the sales order number and serial number of the subject part before any tech support can be provided. This tech support does not include programming, training, "over-the-phone" installation or other activities outside the specific performance of the purchased part. Customers whose accounts are delinquent are not eligible for Tech Support.

As a benefit to our loyal customers, Bell ATM will award one (1) Technical support credit, valid for one call up to 30 minutes, for every \$5,000 in non-machine purchases and parts repairs per quarter. Credits will be calculated and awarded on a quarterly basis. Credits have no cash value and cannot be redeemed for any other item or service.

More extensive, in depth or non-purchase related support questions can be handled by our service department on a fee basis. If there is a purchase initiated during the call that is greater than the cost of the Technical Support session, the amount charged on the session will be credited toward the order. Please call a Bell ATM Service, Inc. customer service representative if you feel you would benefit from this service.

## **Warranty:**

Bell ATM Service, Inc. carries the manufacturer's warranty on all new parts. The Bell ATM Service, Inc. warranty on used or refurbished parts and assemblies is 180 days from the date of purchase, excluding ATM machines, NCR and Diebold parts which offer up to a 30 day warranty on new or refurbished parts and assemblies. The Bell ATM Service, Inc. Warranty on customer units that have been repaired in house is 180 days from date of return, excluding NCR and Diebold repairs which offer up to a 30 day warranty.

(NOTE: Some items are sold as "Dead-On-Arrival" (DOA) warranty ONLY. These items are only warrantied "out of the box." Products listed as "DOA warranty" are not warrantied should they fail in the course of normal service after initial installation.)

If any part sold by Bell ATM Service, Inc. should fail in the course of normal service during that time, Bell ATM Service, Inc. will repair or replace it, at its discretion, at no charge. Bell ATM Service, Inc. provides free ground outbound shipping on warranty exchanges. Any other shipping will be solely at the customer's cost. Bell ATM is not responsible for any customer costs, including but not limited to: labor, lost revenue, transportation, service calls, etc. Please fill out the Customer Return Information Sheet found here on our site, and enclose it with the return. The replacement part will be shipped promptly upon its receipt.

Bell ATM Service, Inc. endeavors to treat each customer with fairness, but it reserves the right to refuse to warranty damage caused by abuse, neglect, or improper handling or installation. Bell ATM Service, Inc. does not provide advanced warranty replacements.

Bell ATM does not warrant fitness for purpose.

### **Return Policies:**

Items being returned to Bell ATM Service other than those exchanged under warranty are subject to a 20% restocking fee and applicable shipping charges. Items received that are not in salable condition will be returned without refund.

### **No Other Warranties:**

Bell ATM Service does not offer any warranty other than those described above. Bell sells its parts and services to those individuals in the ATM industry and makes no warranty, express or implied, as to the merchantability or fitness for purpose of any item sold.

### **Use of Site**

Bell ATM Service, Inc. does not and cannot review all communications and materials posted to, or created by users accessing the site, and is not in any manner responsible for the content of these communications and materials. You acknowledge that by providing you with the ability to view and distribute user-generated content on the site, Bell ATM Service, Inc. is merely acting as a passive conduit for such distribution and is not undertaking any obligation or liability relating to any contents or activities on the site. However, Bell ATM Service, Inc. reserves the right to block or remove communications or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading, (c) in violation of a copyright, trademark or; other intellectual property right of another or (d) offensive or otherwise unacceptable to Bell ATM Service, Inc. in its sole discretion.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Bell ATM Service, Inc., its officers, directors, employees, agents, licensors and suppliers (collectively the "Service Providers") from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

### **Third-Party Links**

In an attempt to provide increased value to our visitors, Bell ATM Service, Inc. may link to sites operated by third parties. However, even if the third party is affiliated with Bell ATM Service, Inc., Bell ATM Service, Inc. has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Bell ATM Service, Inc. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, Bell ATM Service, Inc. seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

### **Terms of Sale Agreement:**

**I/WE CERTIFY THE FOREGOING INFORMATION TO BE TRUE AND CORRECT. I/WE HAVE BEEN ADVISED OF THE TERMS OF SALE AND UNDERSTAND THAT A SERVICE CHARGE OF 1.5% CAN BE MADE ON ANY INVOICE OLDER THAN 30 DAYS, A MAXIMUM OF 18% ANNUALLY.**

Any controversy, dispute or claim arising out of or relating to these Terms & Conditions shall be finally determined and settled by private arbitration. Judgment upon the award rendered by the arbitrator(s) shall be final, binding and non-appealable, and may be entered in any court of competent jurisdiction. Any award rendered by the arbitrators shall be accompanied by a written opinion giving the reasons for the award. The expenses of arbitration shall be borne equally by the parties to the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and legal staff. These Terms & Conditions shall be construed, interpreted and enforced in accordance with the laws of the State of Colorado. The jurisdiction and venue for any legal proceeding to interpret or enforce this Agreement shall be in Arapahoe County, Colorado.

By using our site and/or purchasing our products you agree to these terms of sale agreement. If you do not agree, do not use the site or purchase product or service from Bell ATM.