



ShopDaTech IT Reseller's Terms and Conditions Agreement

Effective Date: 6/25/2024

These Terms and Conditions ("Agreement") govern the sale of IT hardware, software, and related services by ShopDaTech, hereinafter referred to as the "Reseller," to its customers ("Customer"). By purchasing from the Reseller, the Customer agrees to be bound by the terms herein.

1. Definitions

Reseller: ShopDaTech, including its employees, contractors, and agents.

Customer: The individual or entity purchasing products or services from the Reseller.

Products: IT hardware, software, and accessories provided by the Reseller.

Services: Any installation, support, consulting, or maintenance services offered by the Reseller.

2. Orders and Acceptance

All orders are subject to acceptance by the Reseller.

Quotations are valid for [30] days unless stated otherwise.

Once accepted, orders may not be canceled or modified without written consent from the Reseller.

3. Pricing and Payment

Prices are quoted in dollars and are exclusive of applicable taxes, shipping, and handling charges unless otherwise stated.

Payment terms are [e.g., Net 30 days] from the invoice date unless otherwise agreed in writing.

Late payments may incur a [5%] monthly interest fee or the maximum permitted by law.

4. Delivery and Risk of Loss

Delivery dates are estimates only and not guaranteed.

Risk of loss or damage to the Products passes to the Customer upon delivery.

The Reseller is not liable for delays caused by events beyond its control (e.g., supplier delays, transport issues, force majeure).

5. Warranties and Returns

The Reseller does not provide any warranties beyond those offered by the original manufacturer.

Warranty claims must be processed in accordance with the manufacturer's policies.

Returns may be accepted at the Reseller's discretion and are subject to a [restocking fee, e.g., 15%].

6. Customer Responsibilities

The Customer is responsible for the proper installation, use, and maintenance of Products.

The Customer agrees to comply with all software license agreements and usage restrictions.

7. Limitation of Liability

The Reseller is not liable for indirect, incidental, or consequential damages, including loss of profits or data.

The Reseller's total liability is limited to the amount paid by the Customer for the specific Product or Service giving rise to the claim.

8. Intellectual Property

All intellectual property rights in software and documentation remain with the manufacturer or licensor.

The Reseller grants no license, express or implied, except as expressly provided in a separate agreement.

9. Confidentiality

Both parties agree to keep confidential any non-public business or technical information received from the other party.

10. Termination

The Reseller may suspend or terminate this Agreement with immediate effect for breach by the Customer.

Upon termination, all outstanding fees become immediately due.

11. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of [Insert Jurisdiction].

Any disputes shall be resolved through [negotiation/arbitration/litigation] in the courts of [Insert Jurisdiction].

12. Miscellaneous

These Terms and Conditions may be updated by the Reseller at any time, with or without prior notice.

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.

Contact Information:

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