



## DK Locating Terms and Conditions - printable version

### Definitions:

Vendor- refers to the contracted and/or owner of item to be placed.

Item- refers to, any apparatuses for retail sales that need to be located.

Location- refers to the businesses accepting/ and or approving the item.

Placement- refers to the physical presence of the item at business.

Locator- refers to DK Locating and/or any principle thereof.

Retail operation- refers to any and all operations for successful retail sales.

Program- refers to the duration and attributes of the guarantee.

Guarantee- refers to an obligatory assurance of all parties bound by the \*terms and conditions.

### \*Terms and Conditions

- 1) The vendor understands and accepts all responsibility involved in the terms and execution of this agreement, and understands and accepts, there is no deviation from terms and execution of said agreement without prior written consent.
- 2) All items must be ready for retail operation at the agreed upon time of placement and be on location within 7 days. Not including any item weighing over 80lbs.
- 3) After placement, the vendor must conduct their business in a manner that won't affect their \*\*\*retail operation's success.
- 4) All Location Placements are \*\*guaranteed and the Vendor has the right of one replacement each.
- 5) To activate the guarantee, and/or to request replacements, the vendor must send copies of the Location Replacement Form to DK Locating, which must be filled out in its entirety.
- 6) Location Placement refusals will be prioritized and is subjected to only #5 of \* Terms and Conditions.
- 7) It is DK Locating policy to not give refunds on jobs that have been started or are already in progress, however; if a refund is granted, there will be a 25% already costs occurred charge on the agreements total amount.

### \*\*Guarantees

Once the item is placed DK Locating does not guarantee the amount of vends or income of any location and does not replace machines due to any cause that can be contributed to the vendor.

We offer three programs that address our customer's needs and assure their satisfaction. Each program is for a specified amount of time and each program has it's own terms and conditions.

Each item is designated a specific program and is included in the purchase.

The Program's allotted time begins upon location completion.

The Program can be activated and exercised only one time and is not restricted to the amount of locations

The Program must be activated within the program's allotted time, no exceptions

The Program covers the relocation of the item from its original location only and all items must be removed prior to replacement.

Programs come in both sixty and ninety day durations and can be extended upon a written request by the vendor.

Program extensions do not carry the same terms and conditions as primary programs, and DK Locating will determine the extended program's terms and conditions at the time of the request.

To activate the guarantee, and/or to request replacements, the vendor must send copies of the Location Replacement Form to DK Locating, which must be filled out in its entirety.

Location Placement refusals will be prioritized and is subjected to only #4 of \* Terms and Conditions.

### \*\*\*Retail operations success

Machines and/or Items must be operational, supplied, and maintained to prohibit the loss of sales.