

Special Product Agreement for Scheduled Orders

This Agreement is effective as of the later of the execution dates set forth below, between Rack Solutions, Inc. ("Rack"), and _____ (the "Customer"), having a place of business at _____.

1. Customer wishes to purchase from Rack products which are built to order (BTO) or non-standard quantity of off-the-shelf products and which otherwise do not fall within Rack's normal stocked product lines.
2. The BTO or non-standard quantity of off-the-shelf product description and the price for the products are set forth on Schedule A.
3. BTO Products or a non-standard quantity of off-the-shelf products will be ordered via purchase order and each such purchase order shall constitute a binding order for the Products which is NON-CANCELABLE; the deliveries are NON-RESCHEDULABLE beyond the scheduled delivery date; and the Products are NON-RETURNABLE for any reason except manufacturer defect. Special delivery or other instructions, if any, should be set forth on purchase orders.
4. All new customer first time purchase orders exceeding the sum of twenty thousand dollars, designated as build-to-order (BTO) or involving non-standard quantities of off-the-shelf products, and which otherwise do not align with Rack's customary stocked product lines, shall necessitate a 15% deposit prior to the commencement of production. The 15% deposit may be remitted to Rack via wire transfer, check, or credit card payment.
5. Any delays by Rack in delivering the Products that are due to manufacturer's lead times or to any cause beyond Rack's reasonable control shall not give rise to liability on the part of Rack and shall not affect the Customer's commitments hereunder.
6. Customer's liability to Rack under any purchase order shall be the aggregate purchase price of the Products set forth on such purchase order, plus any additional costs incurred by Rack in shipping the Products.
7. This Agreement represents the complete understanding of the parties, supersedes all prior representations, agreements, and understandings, and shall override any contrary provisions contained in the Customer's purchase order or any other document emanating or instructions from the Customer or Rack. This Agreement cannot be modified or amended without the prior written consent of both parties.

8. The manufacturer’s warranty shall be the only warranty applicable. No other warranty is expressed or implied including, but not limited to, the warranty of merchantability or fitness for a particular purpose.
9. This Agreement shall be governed by and construed in conformity with the laws of the State of Texas. In connection with any dispute that may arise hereunder, venue shall lie exclusively in the Hunt County in the State of Texas.

EXECUTED as of the respective dates set forth below.

CUSTOMER:

RACK SOLUTIONS:

RACK SOLUTIONS, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE A
(To Special Product Agreement for Scheduled Orders)

QTY	PART NO.	DESCRIPTION	PRICE

SCHEDULE A *cont.*

[illegible]