



Data Center Warehouse Services Quote Request Form

Date:		Is packing required?	
Pickup request date:		Is there a loading Dock?	
Is the Pickup Time Definite?		If palletized, how many Pallets?	
If Pickup is Time Definite, what time?		Is a Certificate of Insurance needed to enter the building?	
Customer or Company Name:		Equipment Location:	
PO/Site/Branch #:			
Site Contact:			
Phone #:			
Alternate Site Contact:		Special Instructions:	
Alternate Site Contact Phone #:			
Pickup Address:			
Suite #/Building			
City:			
State:			
Zip:			

Asset Disposal and Remarketing - Per Asset

Equipment Type	Estimated Quantity	Details	Processing Fee	Estimated Fair Market Value Ea	Customer Share Ea	Estimated Line Net
				\$ -	\$ -	\$ -

Data Center Warehouse Comments:	Subtotal	\$ -
	Estimated Pickup & Transportation Costs	
	Fuel Surcharge 20%	\$ -
	Total Estimated Due Data Center Warehouse (Due Customer)	\$ -
	Minimum Site Fee (where applicable)	\$ -

Terms and Conditions:

Appointment. The parties agree that Data Center Warehouse or its affiliates, subsidiaries, agents and employees (hereinafter "DCW") is in the business of arranging for the disposition or resale of computer hardware and electronic equipment. Customer appoints DCW as its agent to dispose of, resell, or purchase certain Assets owned by Customer as outlined above. The term "Assets" shall include, without limitation, personal computers, monitors, laptops, printers, facsimile machines, phones and other computer equipment and computer related peripherals (keyboards/mice/power strips/cables/etc) as agreed to by the parties above. The total Assets combined within a pickup shall constitute and define a "Lot".

<p>Asset Audit Report. Within sixty (60) calendar days of receipt of the Assets at a DCW designated facility, DCW shall process the Assets and shall provide Customer with an Asset Audit Report, which shall set forth the number and description of the Assets, the final disposition of the Assets, and the Fair Market Value ("FMV") of any Assets that can be resold by DCW, if any. DCW shall not be liable for any non-receipt or mis-description of the Assets received.</p>
<p>Revenue Share and Fees. DCW shall pay to Customer any Net Proceeds due and owing Customer within 30 days of the completion of each Lot. Net Proceeds are defined as Customer Revenue Share and or purchase amount of the Assets, less Processing Fees, Pickup, Freight, and Fuel Surcharges charges (if any). DCW shall use best efforts to assign a FMV to all Assets received from Customer, in its sole and absolute discretion. If Net Proceeds do not exceed associated Processing Fees, Pickup, Freight, and Fuel Surcharges charges within a given Lot, DCW shall provide Customer with an invoice, which shall set forth the amount due and owing DCW for services performed by DCW for the given Lot, at the same time the Asset Audit Report is provide to Customer. Invoices shall be due and payable within 30 days after receipt of the invoice. DCW shall not pay any taxes that may be assessed on the Assets, nor shall DCW be obligated to make any reports on behalf of Customer with any taxing authority. Customer shall not be responsible for collection and disbursement of any sales, use or excise taxes resulting from the resale of the Assets.</p>
<p>Delivery, Freight and Risk of Loss during Transit. Upon request, DCW shall arrange and bill Customer pickup, packaging, and transportation costs as outlined above. If Customer shall arrange for transportation of the Assets to DCW facilities, Customer shall be responsible for any packaging, pickup, and transportation charges associated with Customer's selected carrier. In all cases, Customer shall be responsible for de-installation of the Assets, unless specified as a separate service in a separate Statement of Work. Customer shall be responsible for transportation of assets to a centralized area for packaging and pick up. Customer shall have said equipment available for pickup near an exit door or loading dock (or similar) on agreed pickup date(s). Pickup(s) shall commence on a date(s) agreed upon mutually between Customer and DCW. Risk of loss during transit shall remain with Customer and insurance of all shipments shall be at Customer's discretion and expense.</p>
<p>Title. Title to all Assets shall transfer to DCW upon pickup of Assets by DCW at Customer facility or upon receipt of Assets from a third-party carrier at DCW facilities.</p>
<p>Risk of Loss During Storage. DCW accepts customary, custodial responsibilities for warehousing of the product, including appropriate safeguards against unauthorized access. DCW, however, shall not have any responsibility for damage caused by acts of God, acts of war, civil commotion, riots, strikes, lockouts or other labor disturbances, accident, fire, water damage, flood or other natural catastrophe.</p>
<p>Warranty of Customer. Customer represents and warrants that it has, and will have at the time of remarketing of the Assets, good and marketable title to all the Assets delivered hereunder, free and clear of all security interests, mortgages, liens, pledges, claims, charges or encumbrances.</p>
<p>Warranty of DCW. DCW represents and warrants that the Assets will be disposed of in an EPA compliant manner, and that a DOD and HIPAA compliant data erasure shall be performed on all Assets containing hard drives. If the Assets are remarketed, DCW makes no representation or warranty and shall not be liable for any claims with respect to environmental problems arising out of or in connection with hazardous materials or chemicals contained in the Assets. EXCEPT AS EXPRESSLY SET FORTH HEREIN, DCW MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.</p>
<p>Audit Report. DCW shall provide Customer with a complete Audit Report for all Assets received. The Audit Report shall include a summary of total items received, weight of the Lot, and detailed Asset information including but not limited to the make, model, serial number, Customer Asset tag number, configuration, functionality, general cosmetic condition, and Customer share of FMV.</p>
<p>Certificate of Data Erasure, Destruction, and Disposal. DCW will provide a Certificate of Data Erasure, Destruction, and Disposal ("Certificate") for all Assets processed by Data Center Warehouse. The Certificate shall reference the Lot # in and be delivered with the Asset Audit Report that lists all Assets included and covered within the Certificate. DCW shall have no back up or archival responsibilities for Customer data and shall not be liable for unprotected data loss.</p>
<p>Indemnification by Customer. Customer shall defend, indemnify and hold harmless Data Center Warehouse, its affiliates, employees and agents from and against any and all claims, losses, liabilities, damages and expenses (including reasonable attorney fees) based upon (i) any breach of the representations and warranties of Customer contained in this Agreement or (ii) the death, bodily injury or damage to tangible personal property to the extent arising caused by the use of the Assets by subsequent purchasers, including without limitation, injury or loss arising from hazardous chemicals or other materials on or in the Assets.</p>
<p>Indemnification by DCW. DCW shall defend, indemnify and hold harmless Customer, its affiliates, employees and agents from and against any and all claims, losses, liability, damages and expenses (including reasonable attorney fees) caused by (i) any breach of the representations and warranties of DCW contained in this agreement or (ii) any acts or omissions by DCW in the performance of its obligations hereunder constituting gross negligence or intentional misconduct.</p>
<p>Limitation on Liability. DCW LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE MONEY PAYABLE TO DCW DURING THE THREE (3) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. ALL LIABILITY ARISING UNDER THIS AGREEMENT IS CUMULATIVE AND NOT PER INCIDENT. RECOVERY OF SUCH AMOUNT SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL DCW BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER INDIRECT DAMAGES, EVEN IF DCW HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.</p>

Force Majeure. Neither DCW nor Customer shall be liable for its failure to perform hereunder due to any circumstance beyond such party's reasonable control, including without limitation, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or work stoppages or shortages, governmental laws, ordinances, rules or regulations or any inability to obtain transportation or freight.

Customer agrees and understands DCW makes its best guess estimate on what equipment remarketing values are and does not guarantee such values. Factors out of DCW's control such as cosmetic condition, functionality, configuration, and market conditions can affect such estimated FMV values.

I hereby authorize DCW to remove Assets from our/my client's premises and assign title to DCW for all Assets picked up by DCW or subcontractor of DCW.

Name: _____

Signature: _____

Date: _____

To place an order, please fill out form entirely, print, sign, and fax back to your Data Center Warehouse representative.
Please allow a 5 business day window for a pickup to be scheduled.