Time & Materials Terms and Conditions

Endeavor IT (Time and Materials) Terms and Conditions

Section 1: Quotes
Quotes are valid for 30 calendar days from the date of issuance to the CLIENT. All Quotes are created in Good Faith and are generated from information known at the time of the estimate and DO NOT constitute any type of price guarantee.

Section 2: Terms and Late Payment Fees.
All invoices and payments are due NET15 unless other terms are approved by ENDEAVOR IT. Late Payment is defined as payments not received under the standard terms following our sending the invoice via e-mail to your billing liaison. There is a late payment penalty of 1.5% of the amount past due per month. In addition, all past due amounts, including the late charge, shall bear interest at the lower of 1.5% per month or the applicable maximum legal rate. If there is any late payment(s) on your account, ENDEAVOR IT, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the servicing of your account, without notice to the CLIENT.

Section 3: Professional Services and Products
ENDEAVOR IT will provide the Professional Services and products to the CLIENT as detailed herein or in any schedules attached to this estimate and invoice these amounts in full. For recurring products based on a per-unit charge, CLIENT agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit of measure in the estimate.

Section 4: Billing Terms
On-site services are billed “portal-to-portal”. The service charges for on-site service begins when a billable staff member leaves the ENDEAVOR IT headquarters and ends when that member returns to the ENDEAVOR IT office.

Section 5: After-Hours
All Services provided during normal business hours are defined as Monday through Friday, 8:00 AM to 5:00PM Eastern Time, excluding nationally recognized Holidays. After-hours rates are defined as Services performed outside of normal business hours as defined above and may incur additional charges.

Section 6: Travel Expenses
ENDEAVOR IT will invoice for any additional travel expenses including but not limited to parking, tolls, hotels, airline fees, and other costs incurred on behalf of the CLIENT.

Section 7: Out of Scope Services and Products

Out of Scope Services and Products are defined as Service and/or Product costs that, by the sole determination of ENDEAVOR IT, may be incurred in excess of the original estimate that are specifically requested or required in order to successfully fulfill the CLIENT'S expectations of the estimate. If ENDEAVOR IT and/or CLIENT determine during the course of providing Services and Products specific to a particular engagement that there may be Out of Scope Services and Products, each has the responsibility to bring to the other's attention the overage as quickly as reasonably possible. Each party agrees to work together expeditiously to quantify and provide an estimate to the CLIENT for any Out of Scope items PRIOR to any additional costs being incurred on behalf of the CLIENT.

Section 8: Professional Service and Product Overages

Overages are defined as Services and Products in excess of the original Bill of Materials from which the estimate was generated. For Services, the ENDEAVOR IT agrees to closely monitor Services used vs. Services estimated and to escalate to management when the amount remaining is less than 20% of the estimate. ENDEAVOR IT's management will evaluate whether or not the estimated Services and/or Products will be sufficient to complete the original Statement of Work. Should additional Services and/or Products be necessary to complete the original statement of work, ENDEAVOR IT will determine additional costs required and provide an additional estimate to the CLIENT. In both cases, the CLIENT agrees to be willing to review additional costs in good faith should such overage be deemed necessary.

Section 9: Prepayment/Down payment

ENDEAVOR IT reserves the right, on a case-by-case basis, to request via invoice and receive a prepayment or down payment on any service or product prior to performing any work or procuring any products on behalf of the CLIENT.

Section 10: Shipping/Handling Fees

Shipping/Handling fees incurred from accepted Quotes may be invoiced to the CLIENT.

Section 11: Bills of Material generation

Any products that are presented for quotation to ENDEAVOR IT on behalf of the CLIENT without validation by ENDEAVOR IT are deemed to be validated by the CLIENT. In this case, the CLIENT assumes full responsibility for the accuracy of the Bill of Material. ENDEAVOR IT, in coordination with the CLIENT, may choose to perform a technical validation prior to ordering which may result in additional costs to the CLIENT.

Section 12: Returns/RMA

Any ENDEAVOR IT validated product ordered by ENDEAVOR IT on behalf of the CLIENT can

be returned via RMA (Return Material Authorization) within 30 days of the invoice date to the CLIENT subject to RMA approval by ENDEAVOR IT. Returns/RMA products may be subject to a restocking fee and additional shipping fees.

Section 13: Initial Setup Fee

If applicable, ENDEAVOR IT will perform the installation as detailed herein or in any attached schedules. Once accepted by the CLIENT, CLIENT agrees to pay any installation fees defined herein.

Section 14: Recurring Monthly Services and Products

Recurring Monthly Service and Products provided in the estimate are determined to be for a minimum of a 1 year term which will automatically renew for an additional 1 year term. The term of the 1 year agreement starts on the first day of the month following acceptance of the estimate. CLIENT must provide, in writing, a cancellation notice a minimum of 30 days in advance of the end of the 1 year term. For recurring products based on a per-unit charge, CLIENT agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.

Section 15: Taxes

There shall be added to the charges due an amount equal to all taxes based upon all services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, and any taxes or amount in lieu thereof paid or payable by ENDEAVOR IT in respect to the foregoing.

Section 16: Invoicing

ENDEAVOR IT will invoice CLIENT for all approved services, charges, hardware, software, and taxes on demand according to CLIENT terms of this estimate. Invoicing is performed by ENDEAVOR IT on or about the first and 15th of each month. Any questions arising from an invoice generated by ENDEAVOR IT must be communicated by the CLIENT to ENDEAVOR IT within 15 days of issuance of the invoice or the invoice is deemed to be acceptable by the CLIENT.

Section 17: Electronic Payments

Effective January 1, 2020, payments made to Endeavor IT in the form of cash/check or ACH will be processed at the price quoted herein. All other forms of payment will incur a 3% addition to the quote for loss of cash discount.