

## Square3 IT Standard Terms & Conditions of Quotation and Sale

Client is the "Buyer" and Square3 IT is the "Seller." Buyer's submission of a purchase order is acceptance of all of the following standard terms and conditions, making these standard terms and conditions, together with Seller's quotation, the binding legal agreement between the parties. Any terms in any purchase order or other communication, which modify these terms and conditions will not become a part of the agreement between Buyer and Seller unless they are signed separately by both parties and explicitly modify these terms.

Acceptance of Buyer's order is conditional on Buyer's agreement to the terms and conditions printed below. If Buyer objects to any terms below such objection must be in writing and delivered to Seller within ten (10) days of receipt of this document.

Failure to make such a timely objection, or an order or acceptance by Buyer of any goods delivered by Seller hereunder, shall be conclusively deemed agreement to the terms and conditions below. Seller's failure to object to provisions contained in any communication from Buyer will not be a waiver of the provisions hereof.

### General Provisions

#### 1. Pricing

-Prices on any Quotation are firm for 30 days unless reaffirmed in writing by Seller. The prices and terms on any proposal or quotation are not subject to verbal changes or other agreements unless approved in writing by the Seller. All proposals, quotations, and agreements are contingent upon strikes, accidents, fires, availability of materials and other causes beyond Seller's control.

Exemption from such taxes will be given if Buyer provides a tax exemption certificate acceptable to taxing authorities.

#### 2. Title and Delivery

-Liability for loss or damage shall pass to Buyer upon Seller's delivery of the goods to a carrier for shipment to Buyer, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and other expenses incurred. Buyer agrees to pay any license or clearance fee required at port of entry and destination. Buyer agrees that Seller may deliver goods in installments, and shipping dates are only an estimate. Seller shall not be liable for any loss or expense incurred by Buyer, whether by way of contract, tort, consequential, incidental, or otherwise, if Seller fails to meet the specified estimated delivery schedule despite Seller's best efforts.

#### 3. Buyer Claims and Adjustments

-No shortage claim or error in shipment will be adjusted unless reported in writing to Seller within ten (10) days of receipt of material. Returns, regardless of reasons, will not be accepted without obtaining a prior written return authorization from the Seller. Buyer agrees that Seller shall not be liable for any damages, whether special, indirect, consequential or otherwise, including loss of production, loss of profit or other loss to persons or property arising from product failure.

#### 4. Payment Terms

##### A. For purchases of products without installation services:

- Purchases in excess of \$5,000 payment schedule:
  - 50% of order total is due with initial purchase order (payment due on receipt of invoice.)
  - 50% of order total is due upon Buyer's receipt of products (payment due on receipt of invoice.)
    - Buyer shall not unreasonably withhold approval of equipment. Any non-approval must be detailed and specified in writing.
- Invoices for all purchases under \$5,000 are due, in full, thirty (30) days from date of invoice.

##### B. Purchases of products with installation services:

- Payment schedule for purchases in excess of \$5,000:
  - 50% of order total is due with initial purchase order (payment due on receipt of invoice)
  - 40% of order total is due upon Buyer's receipt of products (payment due on receipt of invoice.)
  - 10% of order total is due upon completion of installation (payment due on receipt of invoice.)
- Invoices for all purchases under \$5,000 are due, in full, thirty (30) days from date of invoice.

##### C. Taxes

- Any taxes, or additional costs, due to federal, state or municipal legislation, to which the prices in the Quotation or Purchase Order are subject will be paid by the Buyer.

##### D. Adjustments

- Buyer shall not be entitled to back charges, set-offs and deductions unless approved by Seller in advance.

##### E. Shipping

- Shipping shall be arranged by Seller and paid for by Buyer. Buyer shall have the right to select the carrier.

##### F. Late Charges and Collection

- If payment is not received by the due date, invoices are considered past due. Buyer agrees to pay a late charge of 1.5% per month on any amounts past due. Buyer agrees to pay any of Seller's costs incurred in attempting to collect any past due amounts owed by Buyer, including Seller's legal fees.



## 5. Returns and Exchanges

-Unless otherwise specified, products are not returnable to Seller.

-Manufacturers of products resold by Seller may allow return or exchange. However any effort or cost associated with returning products to the manufacturer is the responsibility of the Buyer.

## 6. Contingencies and Force Majeure

-Seller shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any contingency beyond the control either of Seller or Seller's suppliers, including, but not limited to acts of war, sabotage, insurrection, riot, other act of civil disobedience, failure or delay in transportation, act of any government or government agency, judicial action, labor dispute, accident, fire, explosion, storm or other act of God, shortage of labor, fuel, raw material or machinery or technical failure where Seller has exercised ordinary care in the prevention thereof.

## 7. Compliance with Law

-Buyer, at all times, shall comply with all applicable federal, state and local laws and regulations. Export of the products covered by this quotation may be subject to export license control by the U.S. government. It is Buyer's responsibility to obtain any licenses which may be required under applicable laws of the U.S. including the Export Administration Act and regulations promulgated there under. Buyer shall defend, indemnify and hold Seller harmless from any damages caused by Buyer's failure to comply with any applicable law.

## 8. Changes

-Any notice, instruction, communication or purchase order from the Buyer received subsequent to Seller's quotation which has the effect of changing the specifications, scope of work, or other terms, will not be effective unless Seller accepts the change in writing. By making such changes, Buyer agrees to any necessary adjustments in the price and/or delivery schedule.

## 9. Limitation of Liability

### A. Limitation

- Under no circumstances, including any claims for negligence, strict liability or otherwise, shall Seller be liable for any incidental or consequential damages, or any loss or damages resulting from a defect in products, their design, or its parts.

### B. Prior Approval Required

- Seller will not accept any charges for modifications, servicing, repair, adjustment, or any other item without authority in the form of a written order issued by Seller in advance of any work being done.

## 10. Buyer Indemnity

-Buyer agrees to defend, indemnify and hold harmless Seller for all claims, whether arising in tort, contract, or otherwise against Seller including Attorney's fees, expenses and costs, arising out of the use or application of Seller's products to Buyer's designs and/or products or arising out of Seller's assistance in the application of Seller's products.

## 11. Applicable Law

-This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## 12. Severability of Terms

-If any phrase, clause or provision in this agreement shall be declared void, the validity of any other provisions shall not be affected.

## 13. Final Agreement

-The Quotation and these Standard Terms and Conditions represent the exclusive and final written agreement between Seller and Buyer and supersede any and all prior agreements, memoranda, arrangements and understandings relating to the subject matter hereof. No amendments, modifications, changes, deletions or additions to this Agreement will be binding on Seller unless in writing, and signed by Buyer and an officer of Seller. No representation, warranty, promise, inducement or statement of intention has been made by Seller which is not contained in the Quotation and the Standard Terms and Conditions. Seller shall not be bound by, or be liable for, any alleged representation, promise, inducement or statement of intention not contained herein.

