

## TERMS & CONDITIONS

These terms and conditions of sale (“Terms and Conditions”) relate to certain goods and services provided (“Product[s]”) by COMPUTER INTERNATIONAL, LLC, a Michigan limited liability company, (“Company”) to the purchaser of such goods and services (“Customer”). Any additional or different terms, including but not limited to those on Customer’s purchase order, are hereby objected to and specifically rejected by Company.

### 1. PAYMENT

All amounts payable to Company shall be in US dollars, including all applicable taxes, fees, transportation, insurance, and other charges. Company will invoice Customer for each shipment. If all Products in Customer’s purchase order are not shipped at the same time, Company will invoice Customer at the time of shipment for the products that are shipped. All payments are due before shipment [advance payment], unless otherwise mutually agreed. Any unpaid due amounts will be subject to interest at 1.5% per month or the highest rate permitted by law, whichever is less. Any returned checks are subject to a \$30 fee. Should any action be necessary to recover any sum due to Company from Customer, Company shall be entitled to recover costs of such action including reasonable attorneys’ fees whether or not incurred in connection with issues of federal bankruptcy law. Shipping allowances and prices are subject to change without notice. Company cannot guarantee the pricing set forth on the Company website. The Company is not responsible for any typographical errors contained therein. Company retains title to all Products until Company receives full payment. Customer is responsible for any loss or damage to the Products until Company receives full payment. If Customer does not make payment in accordance with the terms of the payment specified or if the Company has any doubt as to the Customer’s financial responsibility, Company may, at its option, (i) cancel the purchase order or (ii) refuse to perform any further work under the purchase order unless Customer immediately pays for all Products that have been delivered and pays in advance for all Products to be delivered. Any remedies contained in this Section 1 shall be in addition to any remedies available at equity or law.

### 2. SHIPPING/DELIVERY

Shipment will be made in accordance with instructions issued by Company’s shipping department. Customer assumes risk of all loss and damage resulting from any cause whatsoever when the Products are delivered to carrier, to Customer, or to Customer’s agent, whichever occurs first. All required shipping costs, insurance, export/import duties, taxes (foreign and domestic) and any other related costs and risks consistent with the designated shipping method shall be borne by Customer for delivery of the Products to Customer’s chosen destination. Shipping dates are approximate and are not guaranteed. Partial deliveries shall be accepted by Customer and paid for at contract prices and terms.

### 3. WARRANTY/PRODUCT RETURNS

All Product orders are subject to written acceptance by Company by a duly authorized agent of Company. Orders accepted and processed by Company are Non-Cancelable and Non-Refundable without exception. ALL SALES ARE FINAL. All Products are covered by a Limited Warranty for a period of 90 days from the date of purchase which applies to defective Products only. COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Company will only accept the return of defective Products. Such returns must be pre-approved by Company in writing and an RMA (Return Material Authorization) number must be issued by Company before Company will accept such return. Return shipments not pre-approved by Company will be refused. Company will inspect

pre-approved returns to determine whether they are defective, which determination by Company is final. Products must be returned in the same or equivalent container and packaging materials in which they were originally shipped. Customer retains title to any Products returned. Return shipping cost is the responsibility of Customer. If Company determines a Product is defective, it may repair or replace the defective Product.

Some Product sold by Company comes with a limited warranty or software license provided by a third-party manufacturer or vendor. All merchandise which does not include a warranty and/or software license by the manufacturer, vendor or Company is sold AS IS, without warranty.

Company makes no other warranties of any kind, express or implied, including any warranty of merchantability or fitness for a particular purpose with regard to the product. Products which have been subject to misuse including static discharge, neglect, accident or modification, or which have been soldered or altered during assembly or installation and are not capable of being tested, are excluded from any warranty by Company. Company shall have no liability to Customer or any other person or entity with respect to any liability, loss or damage arising out of or connected with the Product including, but not limited to , any claim for incidental or consequential damages, regardless of any warranty included with the product. Please refer to the manufacturer's or vendor's warranty included with the Product to determine the remedies available in the event of a defect in materials or workmanship.

#### 4. EVALUATION

Products are not sold for evaluation. All sales are final.

Opened or unsealed recording media, such as software, discs and tapes, etc. may only be exchanged for the same title, and no credit or refund will be issued. Related shipping cost for Customer's account.

#### 5. LIMITATION OF LIABILITY

COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCTS COVERED BY OR FURNISHED HEREUNDER, SHALL IN NO CASE EXCEED THE LESSER OF THE COST OF REPAIRING OR REPLACING PRODUCTS FAILING TO CONFORM TO THE WARRANTIES CONTAINED HEREIN, IF ANY, OR THE PRICE OF THE PRODUCTS OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE OR OTHER INTANGIBLE LOSS (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE PRODUCTS PURCHASED FROM COMPANY; (II) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS RESULTING FROM ANY PRODUCTS PURCHASED OR OBTAINED FROM COMPANY; OR (III) ANY OTHER MATTER RELATING TO PRODUCTS PURCHASED FROM COMPANY.

#### 6. US Government Contracts

If Customer's order is placed under a contract with the United States Government, Company agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which Customer has, at the time of order placement, placed Company on notice. In no event will United States Government Cost Accounting

Standards apply. No provision of Customer's contract with the government will be binding on Company except as expressly set forth in this paragraph.

## 7. INDEMNIFICATION

Customer agrees to defend and indemnify Company and its officers, directors, agents and employees of and from any and all claims or liabilities asserted against Company or its officers, directors, agents and employees in connection with the manufacture, sale, delivery resale or repair or use of any Products covered by or furnished hereunder arising in whole or in part out of or by reason of (a) the failure of Customer, its agents, servants, employees or customers to follow instructions, warnings or recommendations furnished by Company in connection with such Products, (b) the failure of Customer, its agents, servants, employees or customers to comply with all federal, state and local laws applicable to such goods, or the use thereof, including the Occupational Safety and Health Act of 1970, (c) the negligence of Customer, its agents, servants, employees or customers, or (d) any defect, including but not limited to defects in the manufacture or design, of any Products produced, manufactured, distributed, sold, resold, repaired or used by Customer or its agents, servants, employees or customers.

## 8. TAXES/DUTIES

All prices are exclusive of all taxes and import or export duties, imposed by any city, state, federal or other government authority. Liability for all taxes and import or export duties shall be assumed and paid by Customer. Customer further agrees to defend and indemnify Company against any and all liabilities for such taxes or duties and legal fees or costs incurred by Company in connection therewith. Any Customer that is located in Michigan must remit sales tax with any purchase order unless a valid Michigan Resale Certificate has been provided.

## 9. ASSISTANCE AND ADVICE

Upon request, Company in its sole and absolute discretion may furnish as an accommodation to Customer such technical advice or assistance as is available in reference to the Products. Company assumes no obligation or liability for the advice or assistance given or results obtained, all such advice or assistance being given and accepted at Customer's sole risk.

## 10. INTELLECTUAL PROPERTY

All designs, data, drawings, software, or other technical information supplied by Company to Customer in connection with the sale of Products shall remain Company's sole property.

All specifications, drawings, designs, data, information, ideas, methods, patterns, and/or inventions, made, conceived, developed, or acquired by Company, incident to procuring and/or carrying out the delivery of Products to Customer will vest in and inure to Company's sole benefit. Customer agrees that it will not use in any way Company's trademarks and trade names, and it will not publish, or cause to be published any statement, or encourage or approve any advertising or practice, which may be detrimental to the good name, trademarks, goodwill or reputation of Company or the Products.

## 11. FORCE MAJEURE

Company shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its reasonable control, including but not limited to acts of God, acts of Customer, acts of military or civil authorities, fires, strikes, flood, epidemic, war, riot, accident, delays in transportation, or inability to obtain necessary labor, materials, components or services through Company's usual and regular sources at usual and regular prices.

#### 12. EXPORT COMPLIANCE

Customer shall not, directly or indirectly, export, re-export, transfer, furnish or ship Products in violation of any applicable export control laws or regulations of any country having jurisdiction over the Products, including any and all US law or US Government export controls. Customer agrees, at Customer's own expense, to comply with all applicable export laws and will, in accordance with the indemnification provisions of these Terms and Conditions, indemnify, defend and hold Company harmless from any claim against Company due to Customer's violation or alleged violation of any export laws.

#### 13. GOVERNING LAW/VENUE AND JURISDICTION

All Product purchases and these Terms and Conditions are governed by the laws of the State of Michigan without reference to conflict of law principles. The federal and state courts within Clinton County, Michigan will have exclusive jurisdiction to adjudicate any dispute arising out of these Terms and Conditions, or the purchase, sale and usage of any Products.

#### 14. NON-WAIVER/SEVERABILITY

Each provision of these Terms and Conditions is severable from any and all other provisions of these Terms and Conditions. In the event that any provision of these Terms and Conditions is held to be invalid, the other provisions shall continue in force and effect, and the offending provision, to the extent practicable, shall be reformed so as to achieve its intended purpose.

#### 15. SURVIVAL

The provisions of these Terms and Conditions that, by their essence and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of the purchase order.

#### 16. ENTIRE AGREEMENT/MODIFICATION

This agreement constitutes the entire contract between Customer and Company relating to the Products identified herein. No modifications hereof shall be binding upon Company unless in writing and signed by Company's duly authorized representative, and no modification shall be effected by Company's acknowledgment or acceptance of Customer's purchase order forms containing different provisions. These Terms and Conditions shall solely and exclusively apply to all sales of Products and shall NOT be revised, modified or overridden by any terms or conditions contained in any Customer purchase order or other documentation or communication. Trade usage shall neither be applicable nor relevant to these Terms and Conditions, nor be used in any manner whatsoever to explain, qualify or supplement any of the provisions hereof. No waiver by either party of default shall be deemed a waiver of any subsequent default.

## 17. SPECIFICATIONS

Specifications on all products are subject to change without notice.

COMPUTER INTERNATIONAL, LLC

207 S Whittemore St.

St. Johns, MI 48879-1970

Tel : 1-989-224-9080

Fax: 1-989-224-9080 (on demand)

[info@computer2100.com](mailto:info@computer2100.com)

[www.computer2100.com](http://www.computer2100.com)

D-U-N-S # 84-581-9049

Member of ARRL & DARC