

CSPi Technology Solutions Terms & Conditions

This Agreement contains the terms and conditions that apply to your purchase from Modcomp, Inc. DBA CSPi Technology Solutions ("CSPi TS"). THESE TERMS AND CONDITIONS APPLY UNLESS THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH MODCOMP, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN. These terms and conditions are subject to change without prior written notice at any time, in CSPi TS's sole discretion.

1. **Other Documents.** These terms and conditions may NOT be altered, supplemented, or amended by the use of any other document(s), except as otherwise noted. Any attempt to alter, supplement or amend this document or to enter an order for product(s) or services and support that are subject to additional or altered terms and conditions will be null and void, unless otherwise agreed to in a written agreement signed by both Customer and CSPi TS.
2. **Governing Law.** THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.
3. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within CSPi TS's sole discretion, and unless otherwise agreed to by CSPi TS, payment must be received by CSPi TS prior to CSPi TS's acceptance of an order. Payment for the products and services and support will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by CSPi TS. Invoices are due and payable within 30 days, measured from the date of the invoice. Orders are not binding upon CSPi TS until accepted by CSPi TS. Any quotations given by CSPi TS will be valid for the period stated on the quotation. Customer agrees to pay interest on all past-due sums at the rate of 18% per annum or the highest rate allowed by law, whichever is lower. Should Customer fail to pay the invoiced amount in accordance with its terms, Customer agrees to reimburse CSPi TS for its costs of collection, including, without limitation, its attorney's fees.
4. **Shipping Charges; Taxes.** Separate charges for shipping and handling will be shown on CSPi TS's invoice(s). Unless Customer provides CSPi TS with a valid and correct tax exemption certificate applicable to the product ship-to location prior to CSPi TS's acceptance of the order, the Customer is responsible for sales and all other taxes associated with the order, however designated, except for CSPi TS's franchise taxes and taxes on CSPi TS's net income. If applicable, a separate charge for taxes will be shown on CSPi TS's invoice.
5. **Title; Risk of Loss.** Title to products passes from CSPi TS to Customer on shipment from CSPi TS. Loss or damage that occurs during shipment is Customer's responsibility. Title to software will remain with the applicable licensor(s).
6. **No Warranty by CSPi TS.** Customer's sole and exclusive remedy for defective products shall be limited solely to the warranty provided by the manufacturer of the particular component or system, if

any. No warranty, express or implied is given by CSPi TS AND CSPi TS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Return Policies. CSPi TS systems and parts that are purchased directly from Modcomp may only be returned by Customer in accordance with CSPi TS's return policy in effect on the date of the invoice.

8. Exchanges. From time to time, CSPi TS may, in its sole discretion, exchange products or portions of a product. Any exchanges will be made in accordance with CSPi TS's exchange policies in effect on the date of the exchange.

9. Limitation of Liability. CSPi TS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. CSPi TS WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS. CSPi TS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS UNDER THIS AGREEMENT.

10. Applicable Law; Not For Resale. Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Customer agrees and represents that it is buying for its own internal use only, and not for resale or for export from the territories of the United States.

11. Dispute Resolution The parties will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) against CSPi TS, its agents, employees, successors, assigns or affiliates (collectively for purposes of this paragraph, "CSPi TS") arising out of our relating to this Agreement, CSPi TS's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute will be settled by binding arbitration in accordance with the then current rules of the American Arbitration Association.

Return Policy

Effective 08/01/2023

Policy Statement. Modcomp Inc. DBA CSPi Technology Solutions ("CSPi TS") will not accept any return of sold Products without an approved CSPi TS return of merchandise authorization ("RMA"), which has been properly requested within 15 days of the invoiced sale. CSPi TS reserves the right to issue an RMA in its sole discretion. The issuance of an RMA number is subject to the Products manufacturers return policies and so in some instances CSPi TS will refuse to issue an RMA. The Products must be returned with the CSPi TS RMA number marked on the shipping label and in the condition represented by the Customer within 10 days of the issuance of a CSPi TS RMA number. The Customer will also be responsible for payment of any/all restocking fees associated with the manufacturers RMA, if applicable.

The following information is needed to issue a RMA:

Company Name
Invoice/Order Number
Item #
Reason for return
Serial number

Manufacturer Limits. Some manufacturers of the Products require that all defective and DPA Products be returned directly to them, or they may limit the time frame in which Products can be returned.

Damaged Products. If any of the Products arrive damaged, it is best to refuse the Products back to the carrier attempting delivery. If you accept Products with visible damage, the damage must be noted on the carrier's delivery record in order to file a damage claim against the Manufacturer. Save the Products and the original box and all packing it arrived in. CSPi TS must be notified within 2 business days of receipt of any defective Products in order for CSPi TS to arrange a carrier inspection and a pickup of damaged Products. Any concealed damage must be reported within 5 days. If CSPi TS is not notified within 2 business days (or 5 days for concealed damage). CSPi TS may not be able to timely assist the Customer in obtaining the benefit of any Manufacturer warranties.

Non-Cancelable/Non-returnable Products. All orders that require configuration or assembly of Products to meet a Customer's specifications are non-cancelable and non-returnable.

Dead on Arrival ("DOA"); Defective Returns. All DOA Products are subject to the manufacturer's return or exchange policy. Products that are inoperable at first use may be eligible for a DOA return to the manufacturer up to 15 days from the date of the invoice depending upon the manufacturer of the Products' return policy. Certain manufacturers may require that all DOA and defective Products be returned directly to them, or they may limit the return time frame after purchase. Mass storage and memory Products may be limited to a 15 day DOA and defective return period. All computer systems returned as DOA or defective will be tested and other Products returned as DOA or defective may be tested. Products found not to be DOA or defective shall be subject to return to the Customer at the Customer's sole expense.

Shipping Requirements. Before Customer returns any Products, please contact your CSPi TS sales

representative to request a RMA number. Returns without a valid CSPi TS RMA number will not be accepted. Please take care in shipping Products back to CSPi TS. Returned cartons that do not meet the following specifications may be returned to Customer:

- Products must be unused (for DOA or defective Products, please refer to the relevant sections above).
- Products must be complete and in manufacturer's original packaging, with no visible damage (e.g. rips, tears, compressions, holes or dents).
- All seals and packaging tape of manufacturer's packaging must be unbroken.
- There must be no marking or writing on manufacturer's packaging.
- There must be no stickers, other than the shipping label, on manufacturer's packaging.
- If a carton is shrink-wrapped, a shipping label must be on the shrink-wrap and the top of the carton.
- The RMA number must appear on the shipping label only, not on or inside the carton. Any carton received without a valid RMA number on the shipping label may be returned to Customer.
- To ensure proper identification of Customer's RMA number, please place the RMA number on your shipping label. Missing or transposed digits shall render an RMA number invalid.
- Include only one RMA number per carton
- The RMA must reach CSPi TS's warehouse within 10 calendar days of the RMA issuance date, or the carton may be returned to Customer.
- The Products being returned must be secured with proper packaging to prevent any damage in transit.
- All Products must be returned to CSPi TS at the following address unless specified differently by written notification from CSPi TS:

CSPi Technology Solutions
Attn: RMA# _____
1182 E Newport Center Drive,
Deerfield Beach, FL 33442

CSPi TS strongly recommends that Customer fully insure the return shipment in case it is lost or damaged. Whenever possible, please use FedEx to return Products to CSPi TS. The Customer assumes the sole responsibility of returning Products to CSPi TS and the original shipping charges are non-refundable. Unless all of the foregoing criteria are met, Customer will be deemed to have accepted all of the Products it is trying to return.