



## SKC COMMUNICATION PRODUCTS, LLC QUOTE TERMS AND CONDITIONS

**If there is a master or other agreement in place between SKC and Customer, or SKC and Customer sign a Statement of Work related to this Quote, the terms of such agreement and/or Statement of Work apply in lieu of these Quote Terms and Conditions. In the absence of a master agreement or related Statement of Work, the Quote Terms and Conditions set forth below apply to any sale related to this Quote.**

Except as set forth above, the customer listed on this SKC Quote ("Customer") agrees that these Quote Terms and Conditions (the "Agreement") will govern the purchase by Customer from SKC Communication Products, LLC ("SKC") of the products (including without limitation, equipment and software) set forth on such Quote (the "Products"), any related warranties provided by the manufacturer of such Products (the "Warranties"), and any professional services provided by SKC (the "Services") pursuant to an order to purchase such Products, Warranties, and/or Services that has been accepted by SKC (collectively, an "Order").

1. Order and Provision of Products and Services; Fees and Expenses. In exchange for the payment of fees and expenses specified in the Quote and the Order, SKC shall provide to Customer the Products and Services described in such Quote and Order in accordance with the specifications mutually agreed upon in the Quote and the Order and the applicable terms of this Agreement. Customer will cooperate with SKC as reasonably necessary for SKC to perform its obligations under this Agreement, including providing appropriate access to its facilities and information necessary for remote access, as applicable.

2. Payment Terms. The Quote may include payment terms, in which case such terms apply; however, in the absence of payment terms listed on the Quote, the terms included in this section apply.

Orders less than \$50,000.00 will be billed upon substantial completion of the project. For projects greater or equal to \$50,000.00, SKC will bill in stages, and Customer will receive a minimum of three (3) invoices for each Order as follows, unless otherwise set forth on the Quote: (1) Customer's first invoice will include the initial 30% of the Order amount. The first invoice will be sent to Customer when the Order is received and is due upon receipt. (2) Customer's second invoice will include 50% of the Order amount. The second invoice will be sent when SKC orders substantially all of the Products and is due upon receipt. (3) Customer's third invoice will include the remaining 20% of the Order amount as well as all applicable tax and freight charges and any monetary adjustments related to changes to the Order previously approved by SKC and Customer. The third invoice will be sent upon substantial completion of the Order and is due thirty (30) days after receipt. Any SKC-provided monthly-recurring managed services will be invoiced monthly.

Except as set forth above, SKC's payment terms are net 30 days from the invoice date. Any portion of an invoice disputed by Customer in good faith may be withheld until SKC and Customer resolve such dispute; provided, however, that Customer agrees to use good faith efforts to promptly resolve any such dispute. Customer will pay all bank charges, taxes, duties, levies, and other costs and commissions associated with nonstandard methods of invoicing and payment. If you are tax exempt, please send exemption certificate(s) to [accounts.rec@skccom.com](mailto:accounts.rec@skccom.com), or fax to (800) 454-4752, attention Accounts Receivable. Overdue payments will be subject to a late payment charge of the lesser of 1.5% per month or the maximum rate allowed by applicable law. Customer is solely responsible for paying all required taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the Products and Services, except for any income tax assessed upon SKC.

3. Warranties; Disclaimer; Liability Limitation.

(a) *Products Warranty.* SKC is an authorized reseller, but not the manufacturer, of any Products furnished by SKC. Any Product warranties, licenses and indemnities are provided directly to Customer by the original equipment



manufacturer (OEM). SKC will provide to Customer the OEM information detailing any license, warranty and indemnity right it receives from an OEM upon request and will reasonably cooperate with Customer in enforcing such rights. OEM warranty periods start the date Products are shipped from the OEM, not the date of installation, unless shipment and installation dates are the same. Nothing in this Agreement shall be construed as expanding or adding to any OEM warranty terms or terms otherwise required under an OEM license agreement. Products may not be returned unless the OEM has issued a Return Authorization ("RA"). Products returned without a RA is considered unauthorized and will not be accepted. Product returns due to defects are subject to the OEM's warranty. If a RA is issued for Products returned without cause, the Customer will be invoiced for, and is required to pay, return shipping charges, the OEM's restocking fee, and any charges incurred by SKC for such return.

(b) *Services Warranty.* SKC warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel in accordance with the specifications set forth in the Quote and the Order, as applicable. If the Services have not been so performed, and SKC receives Customer's detailed request to cure a non-conformance within 30 days of its occurrence, SKC will promptly re-perform those Services as Customer's sole and exclusive remedy for a breach of the foregoing warranty. Any Services specified in a Quote to be performed by an OEM comes with the OEM's standard warranty, licenses and indemnities only, and the OEM is solely responsibility for the performance of such Services, including without limitation design, completion and Customer acceptance/sign off.

(c) *Disclaimer and Liability Limitation.* The remedies set forth above will be Customer's sole and exclusive remedy and are in lieu of any other rights or remedies Customer may have against SKC, with respect to the non-conformance of Products and Services. EXCEPT AS SET FORTH ABOVE, SKC MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT, AND SKC DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL EITHER SKC OR CUSTOMER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD (UNAUTHORIZED USE OF TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS), COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER SKC'S NOR CUSTOMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR BY STATUTE OR OTHERWISE) SHALL EXCEED THE PURCHASE PRICE AND FEES PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM.

(d) *SKC A/V Support Services.* In addition to the warranties set forth above, support services may be separately purchased, if indicated on the Quote and the Order. The SKC A/V Support Services Terms and Conditions, which may be updated from time to time, are located on SKC's website at <http://www.skccom.com/about-us/disclosureslegal/>. For the avoidance of doubt, (1) SKC A/V Support Services, if purchased, begin on the 1st day after acceptance of the Products and Services in all cases and (2) if SKC A/V Support Services are not purchased, then any services requested after the warranty period will be performed by SKC on a time and materials basis, with SKC A/V Support Services customers receiving priority.

4. **Term: Termination.** Unless otherwise terminated as provided below, this Agreement shall commence on the date specified in the Order and shall continue in effect until the later of (a) the delivery of the Products, (b) the performance of the Services, or (c) the termination of the Order. Either party may terminate any Order if the other party defaults on any of its obligations under this Agreement by giving the other party 10 business days written notice of the termination (so long as such default is not cured within such period). Upon the termination or expiration of this Agreement, Customer shall immediately pay all pending invoices and amounts owed to SKC (including without limitation any work in progress), which shall immediately become due and payable. The following provisions shall survive the termination of this Agreement, as applicable: 2, 3, 4, and 5.



## 5. General Provisions.

(a) *Choice of Law; Injunctive Relief; No Withholding; No Waiver.* The Order and any disputes arising out of or relating to the Order or this Agreement will be governed by the laws of the state of Kansas, excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods. Actions on any such disputes must be brought within one year after the cause of action arises but in no case shall a cause of action be brought after two years of the termination of this Agreement. Disputes between the parties will not be a basis for withholding payment of any undisputed amounts due under any Order or offsetting other amounts due whether or not the disputed item is on the same Order or invoice, nor will any amount be retained in anticipation of a dispute for which notice has not been received. The failure of either party to assert any of its rights under this Agreement is not a waiver by that party of its right later to enforce this Agreement in accordance with its terms.

(b) *Force Majeure.* Neither party will have any liability for delay or failure to perform under this Agreement to the extent the delay or failure is caused by events beyond the parties reasonable control, including without limitation natural disaster, fire, accidents, actions or decrees of governmental bodies, internet or other communication line failure not the fault of the affected party, strikes or labor disputes, acts of God, epidemics or pandemics, wars (declared and undeclared), acts of terrorism, riots, embargoes, civil insurrection, acts of vendors and suppliers, and concealed acts of employees or contractor, but shall not include a lack of funds or insufficiency of resources caused by lack of funds. The foregoing will not apply to payments for Products or Services purchased by Customer. The party affected shall immediately give notice to the other party of such delay and shall resume timely performance as soon as such condition is terminated.

(c) *Entire Agreement; Amendment; Severability; Survival.* This Agreement, together with the Quote and the Order, constitute the entire agreement between the parties and supersedes all prior oral or written understandings, statements, and agreements or understandings between the parties. The terms of this Agreement shall supersede the terms in any Order or other document related to the Products and Services (including any pre-printed or similar terms and conditions contained in any such additional documents for accounting or administrative purposes), whether existing before, on, or after this Agreement, which shall have no effect. Notwithstanding the foregoing, if Customer is required by a third party manufacturer to agree to the terms of an end user license agreement (or other terms and conditions) in order to utilize the manufacturer's Products, then Customer agrees that such terms will apply between such manufacturer and Customer even if in conflict with this Agreement. No amendment, change, modification, or waiver of any term of this Agreement shall apply to an Order unless it is in writing and signed by both parties. SKC reserves the right, at its sole discretion, to change or modify portions of this Agreement at any time without further notice; provided, however, that any changes or modifications are applicable only to Orders placed after such change is effective. If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected thereby.