

Terms & Conditions for Product Purchasing

1 e360 Terms & Conditions Overview

The purpose of this document is to provide a list of Entisys Solutions, Inc. ("e360") general terms for doing product purchasing with our clients. This document will provide general information regarding payment policies, return policies, ordering policies, and legal policies.

1.1 Quotations & Proposals

All proposals expire after thirty days. We are not responsible for any omissions or errors presented in our proposals.

1.2 Payment Terms

e360 will invoice client for Products immediately upon shipment of the Product. Within thirty (30) days of receipt of each invoice, client shall pay e360 the entire amount due in United States currency, and all payments shall be unconditional and not subject to any right of abatement, reduction, setoff, counterclaim, or other defense, for any reason. Interest shall accrue on all overdue amounts at a rate equal to the lower of one and one-half percent (1½) per month and the highest rate allowed by applicable law.

1.3 Return/Warranty Policies

All hardware Products that are supplied by e360 are eligible for return up to fifteen (15) days from delivery for a full refund, provided that the Product or Products have not been opened. Should client open any Product within this period, they will be subject to all open box return policies of the manufacturer. Manufacturer open box return policies may provide a full refund, a refund subject to a restocking fee of fifteen percent (15%) or no return, depending on the manufacturer and the manufacturer's policies.

All hardware Products that are supplied by e360 and returned thirty (30) days or more from delivery are eligible for repair or exchange only.

Dead on Arrival ("DOA") and ("Defective") Product returns are valid only for exchange. After twenty-five (25) days from the date of sale, client must contact the manufacturer directly to initiate a warranty claim. Client must have the original boxes, documentation, accessories, and packing materials for all returns. e360 will test all DOA and Defective returns. Product deemed not Defective or DOA shall be returned to client at client's sole expense. All returns are subject to manufacturer-specific return guidelines, which may deviate from e360's standard return policy.

Incompatibility shall not be deemed a valid basis for a Defective return. All returns require a valid Return Merchandise Authorization (RMA) number. The Product must be shipped in order to arrive at e360 within fifteen (15) days from the invoice date.



Entisys Solutions, Inc. 1855 Gateway Blvd., Suite 730 Concord, CA 94520 PH:925-688-8989

<u>Restocking fees</u>. In the event that the client wishes to return any Products ordered under this MPSA, e360 may, at its sole discretion, charge a restocking fee equal to fifteen percent (15%) of the purchase price of the returned Products. The client acknowledges and agrees that this restocking fee is reasonable and necessary to cover the costs of inspecting, restocking, and reselling the returned Products.

Software and Licensing are not eligible for return unless authorized in advance by the manufacturer.

1.4 Ordering Policies

All client orders must come in the form of a signed proposal or client purchase order. Orders should include delivery and shipping instructions.

1.5 Shipping Policies

All freight and handling charges will be added to the final invoice.

1.6 Taxes, Tariffs, Customs or Duties

All payments are exclusive of federal, state, municipal, or other governmental excises, withholding taxes, and obligations, all of which client shall be responsible for and shall be added to the final invoice. The fees do not include any tariffs, customs, or duties that may be applicable to the sale of the Products. When e360 is legally obligated to collect such tariffs, customs, or duties, the appropriate amount shall be added to the applicable invoice and paid by the client. The fees do not include any national, regional, and local excise, sales, use, withholding, or similar taxes.

1.7 Litigation

This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of California.



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1.8 Client Billing Information

Billing Information			
Company Name			
Billing Address			
City, State, Zip Code			
Billing Phone Number			
Billing Email Address			
Will Purchase Orders Be Issued?		Are Purchase Orders Required?	
1.9 Terms & Conditions Agreement Signature indicates the client's acceptance of the terms and conditions as documented in this agreement.			
Signature Name & Title			Date