

Choicecomm, LLC Purchasing Agreement

Terms and Conditions of Sale

Credit Card Purchases and Purchase Order Purchases

1. All orders are subject to acceptance from the Corporate Office in Mount Airy, MD.
2. Prices shown on quotations or on acknowledgement of orders are Choicecomm, LLC prices in effect on the date the quotation and through the quotation validity period. Unless otherwise specified quotations are based on Choicecomm, LLC's standard commercial domestic pricing. Stenographic and clerical errors are subject to correction. Prices are effective when issued and subject to change without notice. Maryland law shall cover this transaction.
3. Delivery and shipment dates indicated on quotations or on acknowledgements of orders are estimates only and are not guaranteed. In the event that there are any delays in the deliveries, Choicecomm, LLC shall not be liable therefore and the Buyer agrees to accept such deliveries when made by Choicecomm, LLC. If Choicecomm, LLC's failure to perform arises out of causes beyond the control and without the fault or negligence of Choicecomm, LLC, such causes including, but not restricted to, acts of God or of the public enemy, acts of the Government in ether its sovereign or contractual capacity, fires, floods epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, Choicecomm, LLC may cancel Buyer's order in whole or in part without liability to either party.
4. Payment of each invoice, whether or not such invoice covers the entire order, shall be made in accordance with the payment terms on the invoice.
5. Buyer shall pay the purchase price for the products within thirty (30) days from the date of invoice for offline purchases. Online purchases will be charged at the time of purchase. Cash discounts do not apply to cases, reels, spools or transportation charges. The purchase price for the products is F.O.B. first point of shipment unless otherwise agreed to in writing. Choicecomm, LLC reserves the right to modify or withdraw credit terms for offline purchases, or deny and refund online purchases at any time without notice and to require guarantees, security or payment in advance of the amount of sale. Choicecomm, LLC may offset any amount due from Buyer to Choicecomm, LLC, whether or not under this contract, from any amounts due to Buyer under this contract. Title to and risk of loss of the products pass to Buyer upon delivery to the carrier from the facility of Choicecomm, LLC's supplier. Title to any software shall remain with the licensor and Buyer shall be granted a license for the software according to the license agreement for such software. Buyer agrees to be bound by any license terms pertaining to software sold hereunder. In the event Buyer fails to pay the total purchase price within said thirty (30) day period for offline purchases, the maximum allowable service charge allowed by applicable laws shall be applied to all past due accounts commencing from the due date of the invoice until paid. Choicecomm, LLC shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorneys' fees and/or other expenses in



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collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this contract.

6. Choicecomm, LLC reserves the right to follow the wire industry practice of shipping within plus or minus 10% of the overall quantity ordered In the case of special length requirements.

7. Choicecomm, LLC will endeavor to make products available as ordered to meet Buyer's requirements, but reserves the right to allot its production as it deems best. Buyer agrees that Choicecomm, LLC shall not be liable or responsible to Buyer to any extent upon failure to supply to Buyer any amounts which may be agreed upon from time to time or making only partial shipment against any order of Buyer.

8. Products furnished hereunder shall be within tolerances, limits and sizes established by industry specifications.

9. Choicecomm, LLC passes on and assigns to Buyer the warranties made to Choicecomm, LLC by its suppliers, which at a minimum, include a warranty that the products at the time of shipment to Buyer will be free from defects in materials and workmanship, and will be materially in accordance with specifications provided by the manufacturer. This warranty does not cover wear and tear and shall be ineffective and non-applicable to products or packaging that have been subjected to misuse or abuse, neglect, damage improper installation, or maintenance. Furthermore, Choicecomm, LLC shall not be liable for any consequential damages, loss or expenses arising in connection with the sale, reuse or inability to use its products for any purpose whatsoever.

10. To return/send a purchased product to Choicecomm for any reason, please complete and submit a RMA form or print the form and fax it to 301-831-0226. A RMA number is required in all cases so we can properly track your product when we receive it, and so we can let you know where to return your product. Click the submit button at the bottom of the form to email it to us or you may print and fax it to 301-831-0226. For assistance with the form you may email us at salesadmin@choicecomm.com or call us at 301-831-0063 and ask for sales administration. When we receive your request we will either email or call you with further instructions. RMA numbers are valid for 30 days after the original invoice sent by our ecommerce site, so please process your RMA quickly. Credit received for an RMA is good for six (6) months. See the section below for information regarding refunds. In all cases, return freight must be shipped prepaid whether it is returned to Choicecomm or the Manufacturer. We recommend that you insure the package because you are responsible for loss or damage of all returned packages. Please make sure to pack the carton properly for return. Choicecomm, LLC will not issue credit for products damaged while in transit back to us due to poor shipping practices. If Choicecomm receives a damaged product upon return from the customer, the customer will be responsible to begin a claim process with the shipper.

In-Warranty Repair or Replacement



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The warranty that applies is the manufacturer's standard warranty unless additional coverage is offered by the manufacturer purchased by the customer. In most cases we will have the customer send the product directly to the manufacturer for repair or replacement. In all cases, return freight must be shipped prepaid. We recommend that you insure the package because the customer is responsible for loss or damage of all returned packages. Please make sure to pack the carton properly for return. Choicecomm, LLC will not issue credit for product damaged while in transit back to us due to poor shipping practices. If Choicecomm, LLC or the manufacturer receives a damaged product upon return from the customer, the customer will be responsible to begin a claim process with the shipper.

If your product is under warranty and not working properly, or if it is not working properly when it first arrives, please email salesadmin@choicecomm.com, and please provide your contact information including your phone number so we may contact you with instructions. If we find that you have a defective product, you can obtain an RMA and return that product to the manufacturer within 30 days for replacement or repair. We will process the return by applying the return terms and conditions of the manufacturer or supplier of the product, then providing credit, repair, or replacement as set forth by the manufacturer's terms and conditions. After 30 days from the original invoice date, all defective merchandise returns must be handled directly with the manufacturer in accordance with their warranty.

Shipments Received by Customer with Missing Products

Choicecomm will send all shipments with a signature required and will get email verification from the shipper that the equipment was received by the customer. It is the customer's responsibility to reject shipments that are missing items, or document missing items if allowed by the shipper.

Damaged Products

Product Damaged when Sent to Customer

If you receive a damaged product, please do not ship the package back but reject the shipment so we can file a claim with the shipper and begin the claim process. The customer must accept the condition of the equipment they sign for unless the shipper has a provision for noting damage without rejecting the shipment. If there is any question on this please contact us.

Product Damaged when Returned by Customer

In all cases, return freight must be shipped prepaid. We recommend that you insure the package because you are responsible for loss or damage of all returned packages. Please make sure to pack the carton properly for return. Choicecomm, LLC will not issue credit for products damaged while in transit back to us due to poor shipping practices. If Choicecomm receives a damaged product upon return from the customer, the customer will be responsible for handling the claim process with the shipper.

11. Return for Refund based on Convenience. Most products can be returned and Choicecomm, LLC will follow the return policies of our suppliers and manufacturers. Some products are non-returnable, non-cancelable, and non-refundable. If the manufacturer does not allow a product to be returnable, cancelable, or refundable, Choicecomm, LLC will follow the Manufacturer's policy for these returns. Some products may be categorized as being returned for convenience. This means that it may be returned for any reason unrelated to damages (the wrong product was ordered, etc). Your return rights for convenience of non-defective, non-damaged products are based on the terms, conditions and policies of the manufacturer or supplier that are passed through Choicecomm LLC to your company. If the manufacturer or supplier does not allow for returns on opened products, there is no provision for returning those products to the manufacturer or Choicecomm, LLC. If the manufacturer allows returns directly to their factory but charges restocking fees, their fees will be applied in addition to our 5% fee for the handling of your RMA. Choicecomm will give the customer credit for the product returned less the RMA handling fee and restocking fee. In the case where the manufacturer requires the product to be sent to Choicecomm first, the customer must prepay the shipment to Choicecomm, LLC, and Choicecomm, LLC will charge the manufacturers restocking fee, our 5% RMA handling fee, plus freight between Choicecomm, LLC and the manufacturer. The manufacturers restocking fee and our RMA handling fee will be calculated based on the customer's purchase amount less any taxes and freight. Most manufacturers only allow returns within 30 days, so you must process returns of products within 20 days of the original invoice date to allow us at least 10 days to process the return internally. No returns will be accepted outside of this timeframe. In addition, for returns of convenience that are allowed by the manufacturer, the manufacturers product must be clean, in new condition, in its original packaging with all manuals and documents, unopened, in the original shipping carton, and shipped with a copy of the original invoice and RMA number on the outside of the box. In all cases, return freight must be shipped prepaid. We recommend that you insure the package because you are responsible for loss or damage of all returned packages. Please make sure to pack the carton properly for return. Choicecomm, LLC will not issue credit for product damaged while in transit back to us due to poor shipping practices. If Choicecomm receives a damaged product upon return from the customer, the customer will be responsible for handling the claim process with the shipper.

12. Under no circumstances are products to be returned to Choicecomm, LLC without obtaining an RMA number and Choicecomm, LLC's written authorization. Choicecomm, LLC reserves the right to scrap any unauthorized returns on a no credit basis.

13. Choicecomm, LLC's liability on any claim for loss or damage arising out of this contract or from the performances or breach thereof or connected with the supplying of any goods hereunder, or their sale, resale, operation or use whether based on contract, tort, (including negligence) or other grounds shall not exceed the price of such goods or part thereof involved in the claim. Choicecomm, LLC is not, under any circumstances, liable for any labor charges without the prior written consent of Choicecomm, LLC.

14. Choicecomm, LLC shall not in any event be liable whether as a breach of contract, warranty, tort (including negligence) or other grounds, for special consequential, incidental or penal charges including, but not limited to loss of revenue, loss or use of the product or any associated



CHOICECOMM, LLC

IT Infrastructure Products and Services

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product, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of customers of the Buyer or such damages.

15. If Choicecomm, LLC furnishes Buyer with advice or other assistance which concerns any goods supplied hereunder, or any system or equipment in which such goods may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject Choicecomm, LLC to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.

16. Prices do not include sales, use, excise or similar taxes in addition to the prices specified herein, the amount of any such present or future tax applicable to the sale of the products hereunder whether imposed by federal, state or local authorities shall be paid by the Buyer.

17. All shipments are F.O.B. shipping point unless an alternative F.O.B. point is agreed to in writing. For credit card or online purchases, transportation charges are calculated and paid when the order is placed. For offline purchase orders, transportation charges are based on the terms of the customer's purchase order.

18. Where no color is specified and more than one color is available, Choicecomm, LLC will supply most readily available color.

29. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without the written consent of Choicecomm, LLC shall be void.

20. In the event that there is any inconsistency between Choicecomm, LLC's terms and conditions as stated herein and the terms and conditions of any order or contract submitted by the Buyer, Choicecomm, LLC's terms and conditions shall prevail. Any representation, affirmation of fact and course of dealings, promise condition in connection therewith or usage of trade not incorporated herein shall not be binding on either party. No waiver alteration or modification of any of the provisions hereof shall be binding upon Choicecomm, LLC unless specifically assented to in writing by an authorized representative of Choicecomm, LLC management.