



1. General Terms

By placing an order with **Network SPI** for products or services, you ("Customer") agree to these terms. These terms apply to all orders unless you and **Network SPI** have signed a separate written agreement. Any additional terms you include in your purchase orders or other documents will not apply. **Network SPI**'s performance on an order does not imply acceptance of any other terms beyond those listed here.

2. Orders

Orders are not confirmed until **Network SPI** accepts them. Delivery times are estimates, and **Network SPI** is not responsible for delays beyond its control. Orders may be canceled or altered before shipping, as long as products haven't been customized. Changes can include delivery location, product quantity, delivery date, or fixing errors.

3. Pricing

Prices for products and services will be those in the accepted order. Prices can change due to factors like manufacturer discounts, volume, and specific services. **Network SPI** does not guarantee price comparisons, most-favored pricing, or similar commitments unless explicitly stated.

4. Ownership and Inspection

Ownership of products stays with **Network SPI** until fully paid. If **Network SPI**'s proprietary materials are used in the services, the customer is granted the right to use them under certain conditions. **Network SPI** is responsible for shipping losses or damages if it selects the carrier, and the customer is responsible if they choose the carrier. Customers must report any damages or order shortages within two days for shipping issues and seven days for concealed damages.

5. Payment

Payment is due within 30 days from the receipt of an invoice, unless agreed otherwise. Federal, state, municipal and other government taxes, shipping, and handling are the customer's responsibility unless otherwise specified. Tax exemption certificates must be supplied prior to shipment in order to waive the tax obligation. Late payments will incur a 1.5% monthly fee. If **Network SPI** must resort to collections, the customer is responsible for all associated costs. If a third party fails to pay, the customer is still responsible for payment.

6. Product Returns

Returns for unused, unopened products are subject to manufacturer policies. **Network SPI** must authorize all returns, and products must be in original condition. Customers are responsible for return shipping costs unless **Network SPI** or the manufacturer made an error. Products not

eligible for return include custom or end-of-life products, opened hardware or software packaging, and consumables.

7. Services

Services will be provided according to a statement of work (SOW). Services will be considered accepted after completion unless reported otherwise within five days. For third-party services (such as manufacturer's maintenance), the third party is responsible for any issues, not **Network SPI**.

8. Warranties

Network SPI guarantees that services will be performed in a professional manner. Customers must report any issues within five days. Product warranties are passed directly from the manufacturer, and **Network SPI** does not offer additional warranties. **Network SPI** does not indemnify customers for intellectual property claims but will pass through any such protections from manufacturers.

9. End User Agreements

The customer must follow all end-user license agreements or product usage terms set by the manufacturer.

10. Limitation of Liability

Network SPI is only responsible for direct damages up to the amount paid for the specific product or service causing the issue. **Network SPI** is not liable for special, incidental, or consequential damages, such as lost profits or data loss.

11. Credit and Security Interest

Network SPI may investigate the customer's financial responsibility. The customer grants **Network SPI** a security interest in all products until they are fully paid for. **Network SPI** may file financing statements to protect its security interest.

12. Confidentiality

Both parties agree to keep each other's confidential information secure for three years after the agreement ends. Confidential information includes pricing, reports, and related documents, but does not include publicly available information or information lawfully obtained from others.

13. Export Compliance

Customers must follow all export and import regulations. Both parties also agree to comply with U.S. economic and trade sanctions.

14. Changes and Governing Law

These terms may change without notice, but the version in effect when an order is placed will govern that order. The agreement is governed by the laws of Florida, and disputes will be handled in its state or federal courts unless **Network SPI** decides to file suit elsewhere.

15. Extended Payment Terms

For transactions with payment terms beyond 90 days:

- Payments are non-cancelable.
- Customer guarantees that it has the authority to enter into the agreement.
- Late payments incur a 4% fee per month.
- The customer grants **Network SPI** a security interest in the products.
- **Network SPI** may assign its payment rights to a third party without notice, and the customer must still pay.
- Customers are responsible for taxes and charges related to the products or services.
- If the customer defaults, **Network SPI** may cancel the agreement, require return of the products, or take legal action to recover any unpaid amounts.