



EQUIPMENT REPAIR SERVICE TERMS AND CONDITIONS

1. The following terms and conditions and/or Customer's written acceptance of an E&E quotation ("Terms"), govern the provision by E&E of repair services, including labor and replacement parts ("Repair Services") to Customer IAW GSA schedule regulations. If Customer issues a purchase order to E&E for the Repair Services, such purchase order will be treated as an administrative document only, and will not add to, delete from or modify in any way these Terms.
2. The Terms will be governed and construed in accordance with the laws of Virginia and federal laws of the United States IAW GSA regulations applicable therein, and shall be treated in all respects as a Virginia contract, without regard to the conflict of laws principles. E&E and Customer submit to the exclusive jurisdiction of the courts of Virginia. E&E and Customer hereby expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and the International Sale of Goods Act, as amended, replaced, or re-enacted from time to time. E&E and Customer have required that these Terms and all documents relating thereto be drafted in the English language.
3. All Equipment returned to E&E must have an E&E-issued Returned Merchandise Authorization ("RMA") number prominently displayed on the packaging and must be returned to the E&E facility as designated by E&E. An RMA number may be obtained by calling E&E' Installation Support at 1-866-314-5860 within North America (Toll Free) or by email at techsupport@eeenterprisesinc.com Equipment returned without an RMA number will be returned to Customer at Customer's expense.
4. Customer is solely responsible for all shipping costs (including without limitation customs duties, taxes and insurances, Gov customers IAW GSA schedule rules) relating to the equipment to be repaired, and will ship the equipment to E&E' designated premises. At all times, Customer will bear the risk of loss in equipment while such equipment is in transit. In no event will E&E be liable for any shipping delays. E&E' preferred freight forwarder is FedEx[®]. If the repair is covered under warranty, E&E will bear the cost of return shipment to the Customer otherwise, return shipment will be to Customer's account. E&E will charge Customer a bench-testing fee of US \$200.00 to cover diagnosis/replication of the fault. Upon diagnosis of the fault, E&E will issue a quotation to Customer for repair of the fault. Customer must either accept (by signing and returning the quotation) or reject the quotation within thirty (30) days of receipt. If Customer rejects or fails to accept the quotation within the aforementioned thirty (30) day period, E&E will return the equipment to Customer and charge Customer the US \$200.00 bench test fee plus shipping charges.
5. E&E warrants that for a period of ninety (90) days following shipment of the repaired equipment, that the Repair Services will free from defects in workmanship. This warranty is limited to the repair actually performed and Customer's sole remedy for breach by E&E of the foregoing warranty shall be for E&E to re-perform the Repair Services.
6. Invoices for Repair Services are due and payable within thirty (30) days of the date of such invoice. Amounts not paid within thirty (30) days of invoice date will be subject to an interest charge of the lesser of, (i) one and one-half percent (1.5%) per month, or (ii) the highest rate permitted by law, and IAW GSA Schedule rules. Furthermore, Customer will pay for any and all collection or litigation expenses, including legal fees, incurred by E&E in collecting any late payments or late payment fees. E&E also reserves the right to retain equipment until receipt of full payment for the Repair Services.
7. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE TERMS AND CONDITIONS, ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE OR OTHERWISE, IN RESPECT OF THE REPAIR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. FURTHERMORE, IN NO EVENT WILL E&E BE LIABLE FOR ANY CLAIM RELATING TO REPAIR SERVICES IN AN AMOUNT GREATER THAN THE PRICE PAID BY THE CUSTOMER FOR SUCH REPAIR SERVICES. Minimum Repair fee is \$650.00 unless otherwise noted or quoted.**
8. These Terms are effective as of July 18, 2010 and will remain in effect unless modified, revoked or terminated by E&E Enterprises Global, Inc.