



Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these GLOBAL SUPPLY MANAGEMENT INC. Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by GLOBAL SUPPLY MANAGEMENT INC. (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "GLOBAL SUPPLY MANAGEMENT INC." refers to the entity providing the Work, as identified in the applicable Transaction Document.

2. Pricing Exclusions: GLOBAL SUPPLY MANAGEMENT INC.'s pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by GLOBAL SUPPLY MANAGEMENT INC. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 3.25% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work and/or Product within ten (10) calendar days after delivery. If the Work/Product does not meet the written requirements as described in the Transaction Document, or if the Work/Product has any defect in manufacture, installation, or operation, you must give GLOBAL SUPPLY MANAGEMENT INC. written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify GLOBAL SUPPLY MANAGEMENT INC. and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, GLOBAL SUPPLY MANAGEMENT INC. shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if GLOBAL SUPPLY MANAGEMENT INC. encounters subsurface or concealed conditions which are extraordinary or unexpected. You must compensate GLOBAL SUPPLY MANAGEMENT INC. for such additional work on a time and materials basis at GLOBAL SUPPLY MANAGEMENT INC.'s standard rates. Further, GLOBAL SUPPLY MANAGEMENT INC. shall not be responsible for damages due to subsurface or concealed conditions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage.

6. Limited Warranty:

A. New Furniture, Fixtures, Equipment, Operational Supplies, and other Manufactured Products. GLOBAL SUPPLY MANAGEMENT INC. warrants that goods and services provided by GLOBAL SUPPLY MANAGEMENT INC. will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where GLOBAL SUPPLY MANAGEMENT INC. performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any.

B. Service. GLOBAL SUPPLY MANAGEMENT INC. warrants that service and/or repair will be free from material defects in workmanship for a period of 90 days from the completion of the service and/or repair. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. GLOBAL SUPPLY MANAGEMENT INC. warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, installation performed by others, misapplication of electricity, misapplication of water pressure, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by GLOBAL SUPPLY

MANAGEMENT INC. GLOBAL SUPPLY MANAGEMENT INC. SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. GLOBAL SUPPLY MANAGEMENT INC. will either repair or replace, at GLOBAL SUPPLY MANAGEMENT INC.'s election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to GLOBAL SUPPLY MANAGEMENT INC. or any GLOBAL SUPPLY MANAGEMENT INC. affiliate under any agreement (e.g., a lease agreement), including this Agreement, GLOBAL SUPPLY MANAGEMENT INC. agrees to service the goods only as described in the Work. When the goods require service, you agree to notify GLOBAL SUPPLY MANAGEMENT INC. in writing, and GLOBAL SUPPLY MANAGEMENT INC. shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. GLOBAL SUPPLY MANAGEMENT INC.'s extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by GLOBAL SUPPLY MANAGEMENT INC. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, GLOBAL SUPPLY MANAGEMENT INC. may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for GLOBAL SUPPLY MANAGEMENT INC. to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of GLOBAL SUPPLY MANAGEMENT INC., GLOBAL SUPPLY MANAGEMENT INC. may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of GLOBAL SUPPLY MANAGEMENT INC., you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB GLOBAL SUPPLY MANAGEMENT INC. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to GLOBAL SUPPLY MANAGEMENT INC. for the Work, and you must name GLOBAL SUPPLY MANAGEMENT INC. as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If GLOBAL SUPPLY MANAGEMENT INC., at its option, pays any Assessments, you must immediately reimburse GLOBAL SUPPLY MANAGEMENT INC. for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are GLOBAL SUPPLY MANAGEMENT INC. property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to GLOBAL SUPPLY MANAGEMENT INC. a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to furniture, fixtures, equipment, operational supplies, and any other manufactured products.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after GLOBAL SUPPLY MANAGEMENT INC. is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to GLOBAL SUPPLY MANAGEMENT INC. an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to GLOBAL SUPPLY MANAGEMENT INC. pursuant to any other agreement between you and GLOBAL SUPPLY MANAGEMENT INC. or any of GLOBAL

SUPPLY MANAGEMENT INC.'s affiliates. In addition, GLOBAL SUPPLY MANAGEMENT INC. has the right to stop the Work, including, without limitation, suspending warranty obligations until GLOBAL SUPPLY MANAGEMENT INC. is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to GLOBAL SUPPLY MANAGEMENT INC. resulting from your breach and are not a penalty. GLOBAL SUPPLY MANAGEMENT INC.'s acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of GLOBAL SUPPLY MANAGEMENT INC.'s rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, GLOBAL SUPPLY MANAGEMENT INC. may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. GLOBAL SUPPLY MANAGEMENT INC.'s right of repossession includes the right to remove the goods and disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. GLOBAL SUPPLY MANAGEMENT INC.'s rights of termination and repossession shall be in addition to and not as an alternative to GLOBAL SUPPLY MANAGEMENT INC.'s right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of GLOBAL SUPPLY MANAGEMENT INC.'s negligence or willful misconduct, you agree to indemnify, defend, and hold harmless GLOBAL SUPPLY MANAGEMENT INC. and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at GLOBAL SUPPLY MANAGEMENT INC.'s sole option and upon GLOBAL SUPPLY MANAGEMENT INC.'s written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Clark County, State of Nevada. This Agreement shall be governed and construed in accordance with Nevada law, without regard to its conflict of law's provisions. GLOBAL SUPPLY MANAGEMENT INC. shall not be liable for special, indirect, incidental, or consequential damages, including lost profits, irrespective of cause or theory. If GLOBAL SUPPLY MANAGEMENT INC. places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without GLOBAL SUPPLY MANAGEMENT INC.'s prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to GLOBAL SUPPLY MANAGEMENT INC. written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to GLOBAL SUPPLY MANAGEMENT INC. all amounts then outstanding and all unbilled remaining amounts owed to GLOBAL SUPPLY MANAGEMENT INC., unless GLOBAL SUPPLY MANAGEMENT INC. has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of GLOBAL SUPPLY MANAGEMENT INC. GLOBAL SUPPLY MANAGEMENT INC. may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for GLOBAL SUPPLY MANAGEMENT INC. to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify GLOBAL SUPPLY MANAGEMENT INC. against and hold GLOBAL SUPPLY MANAGEMENT INC. harmless from damage or expense resulting from a breach of this provision. You agree to advise GLOBAL SUPPLY MANAGEMENT INC. in writing of all equipment or hazards that may be dangerous to workers. GLOBAL SUPPLY MANAGEMENT INC.'s performance is subject to you properly securing or otherwise rendering safe all such dangers whenever GLOBAL SUPPLY MANAGEMENT INC.'s employees will be in the area. You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third-party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by GLOBAL SUPPLY MANAGEMENT INC.'s account executive(s) will be binding on GLOBAL SUPPLY MANAGEMENT INC. unless incorporated in this Agreement in writing. Although the Agreement may be signed by GLOBAL SUPPLY MANAGEMENT INC.'s account executive(s), the Agreement shall not be binding upon GLOBAL SUPPLY MANAGEMENT INC. for any purpose until an executive officer or another authorized agent of GLOBAL SUPPLY MANAGEMENT INC. accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by GLOBAL SUPPLY MANAGEMENT INC. shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond GLOBAL SUPPLY MANAGEMENT INC.'s reasonable control.

D. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

E. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by GLOBAL SUPPLY MANAGEMENT INC. is the sole property of GLOBAL SUPPLY MANAGEMENT INC. You warrant that you have the full legal right to use any original works created by you and delivered to GLOBAL SUPPLY MANAGEMENT INC. by you for your use. You are granted a non-exclusive, non-transferable license to use the GLOBAL SUPPLY MANAGEMENT INC. -owned Content for so long as you operate your business. You agree to not create derivative works of the GLOBAL SUPPLY MANAGEMENT INC. -owned Content. GLOBAL SUPPLY MANAGEMENT INC. may reject any request for Content that GLOBAL SUPPLY MANAGEMENT INC. determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

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