DMR-AQW-055
Terms and Conditions

WARRANTY AND LIMITATION OF LIABILITY

DMR CONSULTING INC. warrants that the item identified on the first page of this Quotation/Purchase Order is free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase and ends sixty (60) days thereafter. DMR CONSULTING INC. guarantees that it will repair, replace, or refund, at DMR CONSULTING'S option, a DMR CONSULTING INC. hardware product that manifests a defect in materials or workmanship during the Limited Warranty Period.

DMR CONSULTING INC. MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND, TO THE EXTENT PERMITTED BY LAW, DMR CONSULTING INC. EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS DMR CONSULTING INC. LIMITED WARRANTY. DMR CONSULTING INC. DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DMR CONSULTING INC. shall in no way be liable for special, incidental or consequential damages in connection with the product(s) provided hereunder to Buyer or any third party. In no event shall DMR CONSULTING'S liability to Buyer exceed the price paid by Buyer for the services or product provided.

DMR CONSULTING INC. does not warrant against infringement.

INFORMATION FROM BUYER TO DMR CONSULTING, INC.

Buyer warrants that any information provided to DMR CONSULTING INC. is complete and accurate and that it has the right to provide the same and will hold harmless DMR CONSULTING INC. from any third-party claims.

ACCEPTANCE

Buyer shall have the right to inspect and test any supplied item that has been delivered for acceptance. Buyer shall have five (5) days after delivery to inspect and/or test the delivered item(s). If any defect is identified, the Buyer must notify DMR CONSULTING INC. within two (2) days and may request a replacement of the non-conforming item or a no-cost termination of the purchase order. If the Buyer fails to provide written notification to DMR CONSULTING INC. within the above time period, Buyer shall be deemed to have accepted the delivered item(s).

TERMINATION

Buyer many terminate this agreement for convenience by written notice to DMR CONSULTING, INC., 7512 Holley Cir., Panama City Beach, FL 32408. Upon such termination, Buyer shall pay DMR CONSULTING INC. for all delivered items, plus the costs incurred for the work in progress.

If Buyer should default on its obligations hereunder, Seller shall have all rights available to it under law and or equity.

CHANGES

Modifications, additions, or changes to this Agreement shall not be binding upon DMR CONSULTING INC. unless accepted by it in writing by an authorized representative of DMR CONSULTIN, INC.

DELIVERY

DMR CONSULTING INC. will deliver the supplied ordered in a commercially reasonable time.

GENERAL

Buyer's assignment of this order or any interest therein or of any rights thereunder without the written consent of DMR CONSULTING INC. shall not be binding on DMR CONSULTING, INC. DMR CONSULTING INC. may withhold its consent for any reason.

It is the express intention of the Parties that in all matters, the Parties will act as independent Contractors and not as an employee, agent, joint venture, or partner of the other Party.

This Agreement shall be governed by and construed in accordance with the substantive law of the State of Florida without giving effect to the principles of conflicts of laws thereof.

DMR CONSULTING INC. shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of DMR CONSULTING INC. and without its fault or negligence such as, acts of God or the public enemy, COVID-19 or similar pandemics, acts of the Government in either is sovereign or contractual capacity, fires, floods, epidemics, quarantine restriction, strikes, unusually severe weather, and delays of common carriers.

Risk of loss. The risk of loss or damage to the supplied provided under this purchase order shall remain with DMR CONSULTING INC. until, and shall pass to the Buyer upon: (1) Delivery of the supplies to a carrier, if transportation of FOB. origin; or (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is FOB destination.

Unless specified elsewhere in this purchase order, title to items furnished hereunder shall pass to the Buyer upon acceptance regardless of when or where the Buyer takes physical possession.

DMR CONSULTING INC. agrees to comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this purchase order. DMR CONSULTING INC. further agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 21 relating to procurement integrity.

If the Buyer is the Government, then in that event, this purchase order is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement or any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1. Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

Each party acknowledges that it has read this Agreement, fully understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the Parties relating to the subject matter of this Agreement. This Agreement cannot be modified or altered except by written instrument duly executed by authorized persons of both Parties.