



Client Terms and Conditions

- 1. Acceptance:** This invoice and these terms and conditions confirm the agreement (the "Agreement") between you ("Purchaser") and GHA Technologies, Inc. ("Seller") for the goods described herein (the "Goods"). Any different terms proposed by Purchaser will not be binding on Seller unless agreed to in writing by Seller.
- 2. Pricing and Late Payments:** The price for the Goods is stated in the invoice and, unless otherwise specified by Seller, is payable within 60 days from date of shipment.
- 3. Payment Default:** In the event of Purchaser's failure to make payments as required by this Agreement, Purchaser will be responsible for all costs of collection, including, but not limited to, Seller's attorney's fees. Seller reserves the right to suspend a sale of Goods to Purchaser upon Purchaser's failure to make payments as required by this Agreement.
- 4. Shipment:** Seller will endeavor to deliver the Goods by an agreed date or within an agreed period. These dates and periods, however, are only estimates given in good faith and, consequently, Seller will not be liable for any failure to deliver the Goods by such a date or within such a period. Time for delivery will not be of the essence.
- 5. Force Majeure:** In the event Seller fails to perform this purchase order within the time specified, if any, or a reasonable time after placement of the order, Purchaser may, by written notice, order Seller to cease further deliveries and may hold Seller liable for any damage caused to Purchaser by reason of such delay. Periods of performance may be extended if the facts as to the cause of the delay justify such extension in the opinion of Purchaser.
- 6. Title:** Unless otherwise agreed to in writing, title to the goods shall remain with Seller until the Goods are delivered to the Purchaser.
- 7. Warranties:** Goods sold by Seller are not manufactured by Seller and Seller has made no affirmation of fact or promise relating to the Goods. All warranty claims shall be asserted exclusively against the manufacturer of the Goods. **EXCEPT AS TO TITLE, THERE ARE NO WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, RELATING TO THE GOODS. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE APPLIES TO THE GOODS.**
- 8. Information Accuracy:** Seller obtains certain data for Goods from the manufacturer, and is not responsible for any errors, typographical or otherwise, in any such data.
- 9. Limitation on Liability:** Seller shall assume full responsibility for the result of any claim arising under this purchase order, and the Seller shall indemnify, defend, and hold harmless Purchaser, all officers and employees thereof, from all damages, costs, or expenses, in law or in equity, because of personal injury, property damage, or alleged or actual patent infringements, based on the performance of this Agreement. **SELLER WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PRODUCT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF PURCHASER FOR SUCH DAMAGES.**
- 10. Returns:** Because GHA represents more than 2500 manufacturers, it is the policy of GHA to pass through the return policy of the manufacturer. Return approvals are subject to the manufacturer's approval. GHA will do its best to secure an RMA Number on behalf of the client. No return will be accepted after 30 days from the invoice date. Custom-made Goods, including custom computers, are non-cancellable and non-returnable. Goods accepted for credit upon return will be subject to a restocking charge of not less than 15% of the price of Goods. Goods must be securely packed in the original packaging and delivered to Seller in an undamaged condition with Purchaser being solely responsible for all return freight expenses. All returns must be accompanied by an authorized RMA number, which is valid for 15 days after date of issuance.
- 11. Cancellation of Monthly Cloud Subscriptions:** Monthly cloud orders require at least 30-days' notice of cancellation. Purchaser must pay for any cloud subscription usage.
- 12. Cancellation of Other Cloud or Licensing Contracts:** Purchaser must provide a cancellation notice in accordance with the notice requirements contained in the original Cloud Agreement (e.g., 30, 60 or 90-days' notice).
- 13. Changes and Cancellation:** This purchase order may, at any time, by written order, be changed as to the materials or services to be furnished, quantities ordered, unit price, discount, delivery point or arrangements, terms, or any other matters affecting a valid order. In the event such change causes an increase or decrease in cost of performance hereunder, an equitable adjustment will be made for the cost, subject to the written approval of the Purchasing Agent. No change or other modification to this purchase order, by invoice, shipping documents or other communication, shall be binding upon the Purchasing Agent unless accepted in writing.
- 14. Damage Claims:** All materials and workmanship are subject to inspection and test by Purchaser for compliance with specifications as included herein. In the event articles or services are defective or not in conformity with this order, Purchaser shall have the right either to reject the items or require correction. Defective articles or services shall be removed from Purchaser's premises and/or corrected by and at the expense of Seller. Failure to inspect and accept or reject shall not relieve Seller of responsibility for compliance with specifications. Final acceptance shall be conclusive except as to latent defects, fraud, or such gross mistakes as amount to fraud.

15. **Solvency:** The order for the Goods placed by Purchaser constitutes a representation by the officer or other representative of Purchaser placing such order that Purchaser is solvent and that Purchaser intends in good faith to comply with this Agreement.
16. **Waiver or Modification:** No waiver or modification of this Agreement will be binding on Seller unless agreed to by Seller in writing. Failure by Seller to enforce strict compliance with this Agreement will not constitute a waiver of any of the provisions of this Agreement.
17. **Severability:** If any provision of the Agreement is or becomes void or unenforceable for any reason then the validity of the remaining provisions will not be affected.
18. **Choice of Law, Jurisdiction, Waiver of Jury Trial, and Attorney's Fees:** This Agreement will be governed by the laws of the State of California (without regard to principles of conflict of laws). Any claims arising out of or related to this Agreement or the Goods shall be brought in San Bernardino County, California.
19. **Assignment:** Seller may not assign this Agreement or any of its rights or obligations without the prior written consent of Purchaser. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns.
20. **Entire Agreement:** This Agreement constitutes the entire agreement between Seller and Purchaser regarding Purchaser's purchase of Goods from Seller, and supersedes and replaces any previous communications, representations, or agreements. Any additional or different Terms or Conditions contained in any other documents provided by Purchaser are considered material alterations to this Agreement and are expressly rejected and not binding upon Seller. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.
21. **Insurance.** County self-insures goods upon title of goods being transferred to County. Prior to commencement of work, Certificates of Insurance shall be delivered and approved by the County Department to which products or services are being provided. Commencement of work prior to delivery and approval of Certificates of Insurance shall not act as a waiver of the Terms and Conditions attached hereto and may be treated as a material breach of this agreement. The required insurance policies shall have coverage limits of at least \$1,000,000.00 per claim or occurrence and a \$2,000,000.00 general aggregate. Additional or other insurance may be required by addendum.

About GHA Technologies?

GHA Technologies, Inc. is a nationally expanding network, computer reseller and systems integrator with offices nationwide. GHA is listed as the 18th largest private corporation in Arizona. We sell HP, Dell, IBM, Lenovo, Nimble, EMC, NetApp, Sony, Apple, VMware, Samsung, Fujitsu, APC, Symantec, Panasonic, Microsoft, Intel, Cisco, and all the latest storage, datacenter, virtualization, cloud, security, VoIP, wireless, video and identification technologies. We also specialize in mission-critical product procurement and integration services for some of the largest corporate, government, and educational clients in the US. Our client base is a Who's Who of Corporate America.

Currently, GHA has over 175 employees with annual sales of approximately \$350 million and growing at a rate of 20%. GHA continues to hire 7 to 12 new sales professionals every five weeks nationwide. GHA has highly motivated and talented salespeople who provide the highest level of service to their customers. Call or email us to find out more!

When Service and Delivery Count®



1.800.579.5563



8998 E. Raintree Dr. | Scottsdale, AZ 8526

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COUNTY OF SAN BERNARDINO

GHA Technologies, Inc

(Print or type name of corporation, company, contractor, etc.)

►

Curt Hagman, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Name Linda Sanchez
(Print or type name of person signing contract)

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

Title Contract Administrator
(Print or Type)

By _____
Deputy

Dated: _____

Address 8998 E. Raintree Dr
Scottsdale, AZ 85260