

**PRIVATE LABEL PC
TERMS OF PURCHASE**

ALL TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE

PRIVATE LABEL PC, LLC. "PLPC" is not obligated to accept any or all purchase orders and each order is subject to PLPC's approval in its sole discretion. All purchases are subject to the terms of this contract. Purchaser agreed to this agreement once received product(s) listed on the invoice whether its signed or unsigned by Purchaser or its agent. All additional or conflicting terms presented in purchaser's purchase orders or other documentation shall be deemed explicitly rejected by PLPC and shall have no effect whatsoever. In the event of default by purchaser, including failure to pay or breach of this contract, PLPC may, among any other remedies available in law or equity, terminate this contract, suspend delivery of any products or service and declare the entire amount due. This contract is available on PLPC website, PLPC reserved the rights to change or modify without further notice to Purchaser.

All purchases are in US Dollar, unless approved in writing by PLPC, all purchases must be paid by agreed payment methods to receipt of the goods. If purchaser fails to pay the full amount of the charges herein within the agreed term, the unpaid amount of such invoice shall accrue interest rate of 1.5% per month. Additionally, purchaser agrees to pay all of seller cost of collection, including reasonable attorney fees. Purchaser agrees all payments will originate from its bank account and no 3rd party payment. Purchaser certifies that it has fully complied with the US Bank Secrecy Act (anti-moneylaundering laws) and all other applicable U.S. laws in making this payment to PLPC and PLPC has no reason to believe that the funds from Purchaser are in violation of any U.S. or other law.

PLPC may change specifications and prices of its products or service with or without prior notification. PLPC shall not be responsible for mathematical printing or clerical error to any offer or invoice.

All deliveries of Hardware to destinations in the United States, including drop shipments, excluding its territories and possessions, will be made FOB origin PLPC's designated location and deliveries of Products to destinations outside of the United States will be made Ex Works (Incoterms 2020). All risks of loss shall pass to purchaser upon tender to common carrier, purchaser or purchaser's agent at PLPC's warehouse or other point so designated by PLPC. Purchaser must report in writing all shortages or discrepancies to PLPC within 24 hours of receipt. Otherwise, purchaser shall be deemed to have accepted the goods in a satisfactory manner under the Uniform Commercial Code or other similar laws. Purchaser acknowledges full financial responsibility once the order is released to the carrier and is responsible for filing claims for lost or damaged if shipments under their account, and agrees that PLPC is not liable for any indirect, incidental, profit loss, or consequential damages from shipment issues.

All shortage or damages occurred during transit must be reported to the carrier immediately and PLPC disclaims any and all liabilities in connection with such losses.

PLPC disclaims any and all warranties and representations other than those explicitly specified herein this contract. The limited warranty extends only to the purchaser whose name is shown on this contract. Should a product proved to be defective under normal use and service conditions within the time period specified in this section, PLPC will repair, or at its sole option, replace the product without charge pursuant to its current standard R.M.A. procedure or give credit for the future purchase price. Unless specified in writing by PLPC, Solid State Drive (SSD), Hard Drives and Optical Drive have one- (1) year limited warranty from the invoice date. All CPU (both Tray & Box) has a thirty-(30) days limited warranty and all memory related products have a three-(3) months limited warranty from the invoice date. PLPC standard warranty apply for AMD, Gigabyte, & PNY Video Graphic Card, all other brands only 6 (six) months PLPC standard warranty, Purchaser requires to contact manufacture for warranty after 6 (six) months from invoice date. WD & HGST recertified products received 3 (three) months PLPC's standard limited warranty, please check with your account manager or our customer service for warranty details on all other recertified, refurbished, or new-pull products, in case for ALL non-stated warranty products, PLPC will have the final say on the period of limited warranty. This limited warranty does not cover products damaged by accident, improper installation, misuse, lightening, irregular power, fire, water, or other acts of nature; or altered or repaired by anyone not authorized by PLPC. All warranty excess from PLPC limited warranty will be provided by original manufacturer, PLPC shall not be obligated to provide any warranty service or obligation when original manufacturer is providing end-user direct warranty services or product has excess PLPC limited warranty period. In the event of original manufacturer is no longer in business or not offering any warranty service in United States, then PLPC will not be responsible for any warranty. PLPC shall not be obligated to provide any warranty service or obligations unless purchaser has paid its purchases in full under this or any other invoice. All software sales are final and no refund, exchange, or credit will be given.

Purchaser must obtain RMA number before returning any product and follow PLPC RMA policy at all time; its purchaser's responsibility to check for any update or change on PLPC RMA policy. To request a RMA number, purchaser must furnish the date and number of the invoice, description of all items returned, model and serial number and the reason for requesting a RMA number. All products returned must have the RMA number prominently displayed on the shipping label, include all original packing materials, manuals and software, if applicable, and shipped freight pre-paid. All returned products must receive by PLPC within fourteen-(14) days after issuance of RMA number. PLPC will repair or at its sole option, replace for all its warranty services. No refund or credit will be issue for any products from bags that have been opened, in any special case when credit is issue, PLPC will only issue credit on current market price or manufacture warranty credit at its sole option. All credits are valid for 6 months. Products returned that are not covered by PLPC's warranty, failed to comply with PLPC's RMA policy or have found no defective shall be returned and purchaser is subject to a 15% service charge. All physical damaged products will void its limited warranty and no RMA or warranty service will be provided by PLPC.

Compliance with Laws: Purchaser represents and warrants that it will comply with all applicable laws, codes, directives, ordinances, and regulations. Purchaser further acknowledges and agrees that the Products are subject to the export control laws and regulations of the United States, including, but not limited to, the Export Administration Regulations, and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Controls. Purchaser shall not, without prior U.S. government authorization, export, reexport, or transfer any Products, either directly or indirectly, to any country subject to a U.S. trade embargo, or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, Purchaser may not export, re-export, or transfer Products to an end-user engaged in activities related to weapons of mass destruction. Such activities include, but are not necessarily limited to, activities related to the design, development, production, or use of: (1) nuclear materials, nuclear facilities, or nuclear weapons; (2) missiles or support of missiles projects; (3) chemical or biological weapons; and 4) life support systems, human implantation, or any other application where Product failure could lead to loss of life or property damage.

IN NO EVENT SHALL PLPC BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR ANTICIPATED PROFIT, OR FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR CONNECTED WITH THE SALE, USE, OPERATION, OR INABILITY TO USE PRODUCTS PURCHASED FROM PLPC. TO THE EXTENT PERMITTED BY LAW, PLPC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PLPC'S LIABILITY EXCEED THE AMOUNT CHARGED FOR THE PARTICULAR DEFECTIVE PRODUCT

Products may only be returned for credit or exchange in the event of DOA or shipping error. All credit for DOA must be reported to PLPC within ten (10) days of receipt of the products and all credit for shipping error must be reported to PLPC within one (2) days of receipt of products. All other returns, if accepted, will be subject to a 15% restocking fee.

This contract shall be governed and construed in accordance with the laws of the state of California. Purchaser agrees that competent courts in the state of California shall have the exclusive jurisdiction over any legal action with respect to this contract. In the event of any dispute related to this contract, the prevailing party shall be entitled to reasonable attorneys' fee and costs.

PLPC reserves the right to modify these Terms and Conditions without notice. It is the customer's responsibility to stay informed of any updates.