

Placed Date: Jun 30, 2017

Del/Reqd Date: Jul 6, 2017

PO: 365417

Terms: N30

MKB TECHNOLOGY
Att:Sales Department
650 TECHNOLOGY PARK
LAKE MARY, FL 32746

Carrier: UPS GROUND
Via Account#: 778755

Ship To:
N.F. Smith & Associates LP
8820 Clay Rd., Suite 200
HOUSTON, TX 77080
US



Bill To:
N.F. Smith & Associates LP
5306 HOLLISTER
HOUSTON, TX 77040
US
VAT#: NL 8078 9755 3B01
Patrick Pai
Buyer's DirectLine 713-430-3961
ppai@nfsmith.com

Line #	Part #	Vendor Part #	Harmonized Tariff_Code	Mfg	DCR	Pkg	Quantity	Currency	Unit \$	Extended \$
1	653971-001			HEWLETT PACKARD	Any	Any	1	USD	\$255.0000	\$255.00
2	454415-001			HEWLETT PACKARD	Any	Any	3	USD	\$25.0000	\$75.00
									Grand Total: \$330.00	

OTHER CONDITIONS: Please ship ground to 8820 Clay Rd., Suite 200, Houston, TX 77080. Thanks!

653971-001 need new

TERMS AND CONDITIONS:

Quality:

- All parts must be genuine, by original equipment manufacturer, and, unless otherwise noted above, be New and Unused, which shall be defined as, but not limited to, parts that are not remarked, pulled, refurbished, or have surface blemishes, scratches, cracks, unoriginal markings on the body of the part, dual labels or have bent, deformed, retinned, redipped, tarnished, oxidized, burnt or missing leads. Date codes shall be within 2 years unless otherwise specified in this Purchase Order Confirmation.
- Unless otherwise noted above, hard disk drives must be New and Unused, with serial numbers and generic firmware. No dual labels. Due to current disruptions in the supply chain for hard disk drives, Smith's SmithSecure guidelines require that verification of a minimum number of sample drives shall be performed on all orders.

Packaging and Shipping:

- Labels/packaging must be from original manufacturer in original condition without any cross outs, remarkings or strikethroughs. All parts must be handled and packaged in accordance with ANSI/ESD S20.20 requirements, but in no event less than what is required to properly protect the parts in transit, and shipped in accordance with the specified carrier and account number provided herein. Smith will not pay for special packing, packaging, boxing or handling unless otherwise noted herein. Do not declare value for carriage through carriers, otherwise these charges will be deducted from current or future payments. All shipments are covered by Smith's insurance.
- Country of origin markings must appear on all packaging, invoices and the part itself, if possible. Commercial invoices must reflect the price agreed upon by the parties, reference Smith's Purchase Order Number, include a detailed part description, country of origin and (if importing to US) harmonized tariff code. Smith's Purchase Order Number must appear on all correspondence, invoices, packages and shipping documents.
- Parts not delivered by 2:00 p.m. on the date specified above are subject to cancellation or return at Smith's discretion.

General:

6. Parts not complying with any of the Quality, Packaging and Shipping requirements, or Other Conditions provided herein are subject to cancellation, non-payment and/or return at any time at Smith's discretion. Smith reserves the right to return defective or nonconforming parts without prejudice to Smith's right to recover costs and damages arising from Seller's delivery of defective or non-conforming parts. Tender of payment by Smith does not constitute acceptance. All parts will be returned under the same terms for which it was purchased. Smith reserves the right to return any part within 45 days, for any reason, unless Smith agrees in writing before shipment that the order is NCNR (non-cancelable, non-returnable), special order, or non-returnable. All pre-paid funds are to be returned to Smith within 48 hours of notice by Smith of its intent to cancel or return the parts. Seller waives the right to cure non-conforming delivery and shall be responsible for all damages caused by its failure to deliver by the above delivery date or return Smith's funds in a timely manner, including lost profits and reasonable attorney's fees and costs incurred in collecting such damages.
7. These Terms and Conditions are effective upon performance by Seller or when Smith receives a copy of this Purchase Order Confirmation executed by an authorized representative of Seller acknowledging the above Terms and Conditions, which are binding notwithstanding any conflict with any terms or conditions in any prior or later communications with Seller.

Seller:

By:_____Date:_____

Its Duly Authorized Representative

N.F. Smith & Associates LP

By:_____Date:_____