

**Synergy Associates L.L.C.**550 Clydesdale Trail  
Medina, MN 55340 USA

Telephone: 763 / 383 - 9920

Fax: 763 / 383 - 9952

**Purchase Order 177698**

Order Date 06/30/17

**Vendor:**MKB TECHNOLOGY  
650 Technology Park  
Lake Mary, FL 32746  
USA**Ship To:**Synergy Associates L.L.C.  
550 Clydesdale Trail  
Medina, MN 55340  
USA

Vendor		Vendor Fax Number		Vendor Telephone Number		Ship Via		F.O.B.		Terms	
MKB		407/641-9159		407/260-5026		UPS RED		6E601W		Credit Card	
Buyer	Confirming To				Remarks				Freight		Tax
HO	116027										N
Line	Qty. Ordered	Unit of Measure	Your Item Number		Our Item Number		Unit Price		Extended Price		
	Qty. Received	Qty. Open	Item Description				Date Required				
1	1 0		1		716591-B21 HPE Ethernet 10Gb 2-port 561T Adapter		305.00 06/30/17		305.00		
UPS RED OVERNIGHT, on our account please. 116027 **HIGH BRACKETS ONLY** Tracking#:											
NO SUBSTITUTIONS ALLOWED. LENGTH OF WARRANTY _____ DAYS. SHIP ONLY AS DIRECTED.									NonTaxable Subtotal		305.00
									Taxable Subtotal		0.00
									Tax		0.00
									Total Order		305.00



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# Purchase Order

## Terms and Conditions

**Agreement.** This Purchase Order ("PO") and these terms and conditions confirm the agreement (the "Agreement") between you ("Seller") and Synergy Associates, LLC ("Buyer") for the goods described herein ("Goods"). This Agreement (along with any other documents signed by Buyer) is the entire agreement of the parties as to the Goods.

**Validity of Ownership.** Seller hereby warrants that it has good and valid title to the Goods on this PO; that it has legally acquired ownership of the Goods on this PO, and that there are no rights, claims, interests or remedies from third parties concerning the Goods. Seller also hereby affirms that the Goods are not the subject of any current litigation; that Seller has not been sued in a court of competent jurisdiction for theft, fraud, money laundering, counterfeit or any other crime deemed a felony under United States federal and/or state law, including but not limited to, the USA Patriot Act, as amended.

**Authenticity/Condition.** Seller hereby warrants and affirmatively asserts that the products listed on this PO are authentic, and that they originate from the manufacturer indicated by the part number or description on this PO. Seller hereby submits to any background checks deemed necessary by Buyer and shall provide Seller with any and all documents reasonably required to establish authenticity and origin of the products.

**Warranties.** Seller warrants TITLE AND MERCHANTABILITY.

**Limitation on Liability.** Buyer's liability on any claim relating to the Goods shall solely be limited to the value of the Goods as reflected in this PO. SELLER WILL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF BUYER FOR SUCH DAMAGES.

**Returns.** Buyer may return defective/nonconforming Goods for replacement or refund (as elected by Buyer in its sole discretion) within 30 days of receipt by Buyer.

**Authority/Solvency.** Seller's representative hereby warrants that he/she is authorized to accept orders from Buyer and shall provide adequate assurances of the foregoing if requested by Buyer. Seller warrants that to the best of its knowledge, the entering into of this Agreement does not violate any law or contractual obligations with third parties. The acceptance of this order placed by Buyer constitutes a representation by the officer or other representative of Seller that Seller is solvent and that Seller intends in good faith to comply with this Agreement. Buyer shall have the right, in its sole discretion, to seek adequate assurances relating to Seller's solvency and financial condition.

**Choice of Law; Jurisdiction; Waiver of Jury Trial; Attorney Fees.** This Agreement will be governed the laws of the State of Minnesota (without regard to principals of conflict of laws). Any claims arising out of or related to this Agreement or the Goods shall be brought exclusively in Hennepin County, Minnesota. Seller submits to the jurisdiction of all such courts. BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION TO ENFORCE, DEFEND, CONSTRUCT OR OTHERWISE CONCERNING THIS AGREEMENT OR THE GOODS. If it is necessary for Buyer to commence litigation to enforce any portion of this Agreement, Buyer will be entitled to recover from Seller its reasonable attorneys' fees and costs, including the reasonable fees of in-house counsel.