



Arbitech, LLC  
64 Fairbanks  
Irvine, CA 92618 USA  
(949) 376-6650

**!!WE HAVE MOVED!!**  
**Please use our new address!**

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PO Number: 220023

Order Date: 08/22/2017

Buyer: Jason

Vendor Number: MKB10

Purchase From	Ship To
MKB TECHNOLOGY LLC 650 TECHNOLOGY PARK Lake Mary, FL 32746 USA	Arbitech, LLC 64 Fairbanks Irvine, CA 92618 USA

Contact: Mahir Abidi  
Mahir@mkbtechnology.com  
Phone: 4072605026

Required Date	Ship Via	FOB	Terms
08/29/2017	UPS Ground	Origin	Wire Transfer - Net 30

Item	Description	Ordered	Qty Rcvd	Unit Cost	Amount
1 780977-001/00	HPQ HEATSINK FOR ML350 G9	20	0	\$85.00	\$1,700.00
 UPS# AT4242					

**Do Not Insure Package -** We have our own shipping insurance.

APPROVED BY:

**X**

Subtotal \$ 1,700.00

Freight \$ .00

Sales Tax \$ .00

Order Total \$ 1,700.00

All purchase orders are subject to Terms and Conditions contained on the following page(s).

## Terms and Conditions

**1. Agreement.** This Purchase Order ("PO") and these terms and conditions confirm the agreement (the "Agreement") between you ("Seller") and Arbitech, 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.

**2. Pricing; Late Payments; Taxes.** Pricing excludes federal tax, state and local sales tax, use and other taxes, foreign taxes, any customs charges/duties, or any charges within the country of Seller. Seller shall bear responsibility for all such taxes, duties, and/or charges.

**3. Time Is of the Essence.** Seller shall deliver the Goods by the required date as stated on this purchase order. Failure to deliver all the Goods by the required date shall be grounds for cancellation of this Purchase Order and/or for Buyer to pursue its other rights and remedies under the Uniform Commercial Code, at the sole discretion of Buyer. Time for delivery will be of the essence.

**4. Authenticity/Condition.** Seller represents and warrants that the Goods are authentic and lawfully obtained. Seller warrants that the Goods are free and clear of all liens and encumbrances whatsoever and are not counterfeit, stolen, or fraudulent. Seller further represents and warrants that the Goods were manufactured by the manufacturer indicated by the part number or description on this PO. Seller hereby submits to any background checks deemed necessary by Buyer. Seller represents and warrants that the Goods are new in the manufacturer's original sealed retail packaging unless specifically agreed to otherwise in writing by Buyer. If inauthentic Goods are received by Arbitech they will be turned over to law enforcement or the manufacturer and no payment will be made to Seller for such Goods. Seller hereby warrants and represents that it may lawfully resell its products to Buyer.

**5. Validity of Ownership.** Seller represents and warrants that it has good and valid title to the Goods; that it has lawfully acquired ownership of the Goods; and that there are no rights, claims, interests or remedies from third parties concerning the Goods. Seller also represents and warrants that the Goods are not the subject of any current litigation. Seller further represents and warrants that other than as disclosed to Buyer in writing, Seller has never been charged with or sued 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.

**6. Warranties.** Seller warrants TITLE AND MERCHANTABILITY. Seller also warrants and represents that it shall not compensate in any way nor offer anything of value to any employees of Buyer in connection with this order or in regards to doing business with Buyer.

**7. Seller Representations.** Neither Seller nor any of its Affiliates (i) is, or is controlled by, a "restricted party" within the meaning of the Anti-Terrorism Laws, (ii) has received funds or other property from, or engaged in any other transaction with, a restricted party, or (iii) is the subject of any action or investigation under any Anti-Terrorism Law. Seller and its Affiliates are in compliance with the Anti-Terrorism Laws. Neither Seller nor any of its Affiliates, or any of their respective officers, directors, employees, agents or other representatives, has taken any action that violates or will violate the Foreign Corrupt Practices Act (FCPA), or any similar law to the extent applicable. Seller shall not: (i) conduct any business or engage in any transaction or dealings with any "restricted person" including the making or receiving any contribution of funds, goods or services to or for the benefit of any restricted person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224, the USA PATRIOT Act, the OFAC Sanction Programs, or any other Anti-Terrorism Law.

**8. 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.

**9. 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.

**10. 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.

**11. Waiver and Modification.** No waiver or modification of this Agreement will be binding upon Buyer unless agreed to by Buyer in a signed writing. Failure by Buyer to enforce strict compliance with this Agreement will not constitute a waiver of any of the provisions of this Agreement.

**12. Governing Terms and Conditions.** It is expressly affirmed by Seller that in the event there are contradictory terms and conditions on Seller's subsequent invoices or other documentation provided to Buyer, the terms included in this Agreement are a material, bargained for benefit and shall be controlling over any conflicting provisions.

**13. Severability; Force Majeure.** If any provision of this Agreement is or becomes void or unenforceable for any reason then the validity of the remaining provisions will not be affected. Buyer will not be in breach of this Agreement because of delays or nonperformance caused by circumstances beyond its reasonable control or other force majeure.

**14. Choice of Law; Jurisdiction; Waiver of Jury Trial; Attorney Fees.** This Agreement will be governed by the laws of the State of California (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 Orange County, California. 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.

**15. International Shipments.** In the event Seller's product is coming from outside the United States, Seller certifies that all pallets used comply with IPPC Global Standards. Any charges incurred in remedying Seller's failure to comply shall be immediately reimbursed by Seller to Buyer.

**16. Improper Benefits.** The giving of cash, gifts or other benefits to Arbitech employees is strictly prohibited. Violation of the foregoing shall be cause for termination of the business relationship.

**\*\*\*ALL GOODS MUST BE AUTHENTIC AND LAWFULLY OBTAINED\*\*\***