

**Vendor Id** MKBTECH MKB Technology**Date** 7/25/2017**Terms** NET 1**Rep** DC**Vendor**MKB Technology  
650 Technology Park  
Lake Mary, FL 32746  
U.S.A.

Fax: Fax: 407-260-6838

**Bill To**MOJO SYSTEMS  
128 SOUTH LUCILE ST.  
SEATTLE, WA 98108  
U.S.A.

Phone: 866-230-6656

**Ship To**MOJO SYSTEMS  
128 SOUTH LUCILE ST.  
SEATTLE, WA 98108  
U.S.A.

Phone: 866-230-6656

Line	Item #	Description	Serial #	Qty	Unit Cost	Extended
0001	788360-B21	HP DL580 GEN9 12 DIMMS MEMORY CARTRIDGE		2	250.00	500.00
<b>Total</b>						<b>500.00USD</b>

All Currency Amounts are in US Dollar.

# Contract Comment FEDEX STD OVERNIGHT

## 2785-6292-1

1. All equipment is guaranteed to be operational, clean, and legally unencumbered. Please indicate order number on all packing labels and invoices. Enter this order in accordance with the prices, terms, delivery method, warranty and specifications listed.
2. MOJO Systems carries CARGO INSURANCE and will not pay additional insurance charges, any charges incurred will be charged back to vendor with a processing fee.
3. TITLE: Seller Warrants that it has good and marketable title to the Equipment and that title to the Equipment will pass to Purchaser upon Delivery and will be free and clear of all liens, claims and encumbrances of any kind and such A. Seller shall provide to Purchaser equipment that adheres to the appropriate manufacturer's requirements based on the "Stop Counterfeiting in Manufactured Goods Act" (P.L. 109-181).
4. WARRANTY:  
A: SELLER Warrants that the equipment is and will be operational and in good working order for specified warranty period. In the event that any Equipment is not in compliance with the foregoing warranties, PURCHASER shall immediately notify Seller and Seller shall, at its option, repair or replace Equipment. Notwithstanding the Foregoing, Purchaser and Seller acknowledge that title to any software license include in or described as "Equipment" shall remain with the licensor of such Software, and Buyer acknowledges that it receives no right to use the Software except by a grant of Software license by the licensor.  
B: SELLER Warrants that it will use due diligence to ascertain that the goods are legitimate, legally manufactured goods and are not counterfeit or contain a counterfeit trademark or trade name. SELLER Warrants that the goods are original and are neither counterfeit nor contain any counterfeit trademark or trade name. If the goods are seized by the U.S. Customs and Border Protection, or any other Federal agencies by reason of their being counterfeit or bearing a counterfeit trademark or trade name, PURCHASER shall advise SELLER and SELLER shall: (1) assist PURCHASER in any way to establish that the goods are not counterfeit or bear a counterfeit trademark or trade name; (2) accept return of the goods without penalty, if the goods are released from the custody of any Federal agency. In addition SELLER shall reimburse PURCHASER for its legal fees related to obtaining release of the goods; (3) return any moneys paid by PURCHASER for the goods, if such goods are not released by any Federal agency and; (4) reimburse PURCHASER for any penalty it pays which was imposed on it by any Federal agency by reason of the goods being counterfeit or bearing a counterfeit trademark or trade name.
5. MAINTENANCE: Unless otherwise specified, Seller warrants a) the equipment will be eligible for the manufacturer's standard maintenance agreement and will be at current engineering level at the time of delivery.
6. CONDITION OF EQUIPMENT: PURCHASER or its agent shall have the right to inspect the Equipment up to and including the

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date of delivery for general appearance and operating condition. SELLER agrees to maintain or cause the Equipment to be maintained hereafter so that no excessive deterioration or use shall occur before delivery of the equipment. SELLER shall use its best efforts to correct and/or have the manufacturer perform corrective measures to assure the acceptable appearance and condition of the Equipment. At the time of delivery, the Equipment shall have all form stands, logic manuals, diagnostics, test decks, cables, terminators, connectors, maintenance documentation, tools, log(s), kick plates, covers, and all other accessories which were originally supplied by the manufacturer. SELLER shall be responsible for the replacement and/or reimbursement for any of the afore-mentioned items missing at the time of delivery.

7. TAXES: Purchaser Warrants that it is in the business of buying and selling computer equipment and the purchase of the Equipment is for the purpose of resale only. Purchaser will not be responsible for payment of any taxes imposed upon Seller by taxing authorities by reason of the sale and delivery of the Equipment other than sales tax that the Seller is required by the law to collect from the buyer in the absence of a Sales Tax Exemption Certificate executed by Purchaser.

8. DAMAGES: Seller Shall be liable to PURCHASER for all remedies and damages available under law and equity, including but not limited to, actual attorney fees, special consequential or incidental damages arising as a result of SELLERS failure to perform its obligation hereunder.

9. MISCELLANEOUS:

A: This agreement constitutes the entire agreement between SELLER and Purchaser with respect to the purchase and sale of the Equipment and no representation or statement not contained herein shall be binding upon SELLER or PURCHASER as a warranty or otherwise, unless in writing. and executed by the party to be bound thereby.

B. This Agreement shall be binding upon and inure to the benefits of the parties hereto and their respective successors in interest and permitted assigns.

C. This Agreement Shall be governed by and construed in accordance with the laws of the State of New Hampshire, including but not limited to all matters of construction, validity performances and enforcement.

D. In the event either party to this Agreement shall elect to enforce the Ts and Cs of this Agreement in any arbitration or litigation, the prevailing party shall be entitled to recover from the other party its reasonable attorney's fees and costs including those incurred on appeal, as determined by the arbitrator or court.

E. SELLER Shall provide Buyer with a Bill of Sale, after Payment. evidencing the Title, as set forth in section 1 above.

F. NOTICES: Any notice provided or permitted to be given by the provisions hereof shall be delivered to a party at the address indicated herein (in writing) by registered or certified mail. Proof of sending such notice shall be the responsibility of the sender.