



1105 Xenium Lane N, Suite 200  
Plymouth, MN 55441

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## PURCHASE ORDER

PO-194113-052

8/11/2017

Printed  
8/11/2017  
1:27:31PM

### Vendor

10051597  
MKB TECHNOLOGY, LLC  
Mahir Abdi  
650 TECHNOLOGY PARK  
LAKE MARY, FL 32746

### Ship To

WORLD DATA PRODUCTS, INC.  
1105 Xenium Lane N, Suite 200  
Plymouth, MN 55441  
UNITED STATES  
Tel:000-000-0000, 000-000-0000

When shipping on our account, use UPS # 5548E1  
or Fedex # 2373-1158-2 and add the PO number.

Terms	Freight	Ship VIA	Purchase Rep	Delivery Date
NET 30	Collect (Recipient)	FEDEX 2DAY (2 days 4:30 pm)	Cory Horsch	8/11/2017
L Model #	Description	Ordered	Price UM	Amount
1 761879-001	DL380 G9 SAS Expander Card	1	\$240.00 EA	\$240.00

This Purchase Order is subject to World Data Products, Inc.'s standard Terms and Conditions of Purchase, all of which are incorporated herein by reference. Those Terms and Conditions of Purchase are enclosed with this Purchase Order.

Thank You

Tax Emempt #

MN5025083

Total

\$240.00

## Terms and Conditions of Purchase

PO-194113-052

### 1. Offer and Acceptance.

This Purchase Order constitutes the offer of World Data Products, Inc., ("WDPI"), a Delaware corporation, to purchase the products, equipment, parts, and/or items (collectively, "Goods") described herein from the Seller identified herein at the price indicated, subject to the terms and conditions set forth below. Seller's acknowledgement of this Purchase Order, or Seller's performance in response thereto, shall constitute Seller's acceptance of WDPI's offer, and shall create a binding contract subject to these Terms and Conditions. Seller's acceptance of WDPI's offer to purchase is limited to the terms of this Purchase Order, including these Terms and Conditions. WDPI objects to the inclusion of any terms or conditions proposed by Seller that are different from or additional to the terms and conditions of this Purchase Order, which includes these Terms and Conditions. WDPI's acceptance of Goods shall not constitute an assent to any such terms and conditions that Seller proposes.

### 2. Prices and Payment; Taxes

The price for the Goods is as set forth in this Purchase Order. Payment shall be due as set forth in this Purchase Order, or, if not set forth in this Purchase Order, payment shall be due thirty (30) days from WDPI's receipt of an accurate invoice issued by Seller. The Goods are being purchased for purposes of resale only. WDPI will not be responsible for payment of any sales taxes imposed upon seller by taxing authorities by reason of the sale and delivery of the Goods. Any personal property taxes assessed on the Goods prior to delivery shall be paid by Seller.

### 3. Delivery Date; Shipment; Title and Risk of Loss

Seller shall deliver the Goods to WDPI by the delivery date indicated on this Purchase Order. If Seller fails to deliver the Goods to WDPI by such date or indicates to WDPI that it will be unable to (or otherwise will not) deliver the Goods to WDPI by such date, WDPI may cancel this Purchase Order upon written notice to Seller, in which case WDPI shall not be obligated to purchase the Goods. WDPI shall be responsible for shipping and handling costs as Seller will utilize WDPI's freight accounts. If Seller's freight account is used based upon terms set forth in this Purchase Order, these costs, will be set forth as a separate line item on Seller's invoice. If Seller's freight account is utilized, title and risk of loss in the Goods shall pass to WDPI, and delivery shall be deemed completed, upon delivery of the Goods to WDPI at the location specified in this Purchase Order; otherwise, title and risk of loss in the Goods shall pass to WDPI, and delivery shall be deemed completed, upon delivery of the Goods to WDPI's freight carrier. Seller shall securely package the Goods to prevent damage in transit. Any damage in transit as the result of inadequate packaging (as determined by the freight carrier) will be the responsibility of the Seller.

### 4. Inspection and Acceptance of Goods

Upon delivery of the Goods, WDPI shall have a period of thirty (30) days ("Inspection Period") within which to inspect the Goods to confirm that there are no material defects and the Goods conforms to the requirements of this Purchase Order and any documentation provided by Seller and/or the applicable manufacturer. WDPI may reject any Goods by delivering written notice of rejection to Seller during the Inspection Period. WDPI shall not be required to pay for any such rejected Goods and Seller shall promptly refund any payments previously made by WDPI with respect to such Goods. Seller must arrange for the prompt return shipment of such rejected Goods at Seller's expense. Failure by WDPI to inspect the Goods and/or deliver written notice of rejection to Seller within the Inspection Period shall constitute WDPI's acceptance of the Goods, subject to the terms and conditions of this Purchase Order. For the avoidance of doubt, Goods shall not be deemed to have been received by WDPI until they have cleared customs (if applicable) and been delivered to WDPI at the delivery address set forth on this Purchase Order.

### 5. Representations and Warranties

Seller represents and warrants as follows: (i) the Goods are in good operating condition and of good, usable and merchantable quality, qualify for the manufacturer's maintenance service, and conform to all documentation provided by Seller or the manufacturer indicated on this Purchase Order, (ii) the Goods are genuine product of the manufacturer indicated on this Purchase Order, include only authorized and genuine trademarks and technologies, and are properly available for import into and sale within the country identified in the Ship To address on this Purchase Order, (iii) it has free and clear title to the Goods, (iv) the sale of the Goods will not violate Seller's contractual obligations, if any, to any manufacturer, partner, or other third party, and (v) it has made no misrepresentations to any manufacturer, partner, or other third party in connection with its acquisition of the Goods. Seller shall pass on the original manufacturer's standard warranty on the Goods to the extent it is able to do so and, if it is unable to do so, Seller shall honor such warranty itself for no less than ninety (90) days from the date of delivery of the Goods for used equipment and for no less than one year for new equipment; provided however, that if Seller's standard warranty period on used or new Goods is longer than ninety (90) days or one year, respectively, or if Seller has agreed in writing elsewhere with WDPI to a longer warranty period, then such longer warranty period shall apply, and (vi) Seller will reimburse WDPI for the unit price together with any other itemized charges, fees or costs originally charged for any Goods deemed to be fraudulent or (suspect) counterfeit. If payment has not yet been made by WDPI for such Goods (deemed to be fraudulent or (suspect) counterfeit) Seller will make no demand for such payment. Seller acknowledges that WDPI will not return Goods that have been deemed to be (suspect) counterfeit and Seller gives up all rights to such Goods. WDPI will retain such Goods in quarantine pending proper disposal. If the Goods have been seized or impounded by law enforcement authorities or the manufacturer, WDPI need exercise reasonable efforts only to recover the Goods whereupon Seller is obligated to reimburse buyer for the price together with any other itemized charges, fees or costs originally charged for such Goods. Seller will cooperate with WDPI and law enforcement authorities in efforts to determine authenticity of fraudulent or (suspect) counterfeit Goods.

No attempt by Seller to limit express or implied warranties with respect to any Goods shall be effective unless set forth in writing signed by WDPI.

### 6. Indemnification

Seller shall indemnify, defend and hold WDPI and its affiliates, and its and their respective directors, officers, and employees harmless from any claims, damages, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorney's fees and court costs) arising out of (a) Seller's breach of any of its obligations, representations, or warranties under this Purchase Order, and (b) any claims that the Goods infringe upon the intellectual property rights of any third party.

### 7. Governing Law

This Purchase Order shall be governed by, and construed in accordance with, the laws of the State of Minnesota, exclusive of conflicts of law provisions that would permit or require the application of the laws of another jurisdiction.

### 8. Dispute Resolution and Arbitration

Any claim, dispute, or controversy arising out of or relating to the Goods or this Purchase Order shall be resolved exclusively by binding arbitration in Hennepin County, Minnesota, in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

### 9. Notices

Any notice, approval, or other communication to the other party under this Purchase Order must be submitted by facsimile, email, overnight express mail, certified, or registered mail (postage prepaid, return receipt requested) to the contact details provided by the other party in this Purchase Order and shall be effective upon receipt.

### 10. Miscellaneous

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's non-performance shall be excused until such time as the cause of such non-performance has ended. Notwithstanding the foregoing, if such an event continues for more than ten (10) days, the other party shall be permitted to terminate this Purchase Order in its discretion. The waiver of a provision, covenant, condition or right, or an extension of time, will be effective only if made in writing, and will not be construed as a subsequent waiver of the same or any other provision, covenant, condition or right, or an extension of any other time. In the event any provision of this Purchase Order is found to be void and unenforceable by a court of competent jurisdiction, the remaining provisions of this Purchase Order shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted. The prevailing party in any action, suit, arbitration, or proceeding arising from or based upon this Purchase Order shall be entitled to recover its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit, or proceeding. The headings in this Purchase Order are included for convenience only and shall neither affect the construction or interpretation of any provision in this Purchase Order nor affect any of the rights or obligations of the parties to this Agreement.

### 11. Master Purchase Agreement

If WDPI and Seller have entered into a Master Purchase Agreement ("MPA"), the terms of the MPA shall control to the extent of any conflict between such terms and these Terms and Conditions.

**PLEASE SIGN AND RETURN THIS COPY TO WORLD DATA PRODUCTS.**

**SELLER:**

**NAME** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

**BUYER :**

**NAME** Neil Vill

**TITLE** President and CEO

**SIGNATURE** Neil Vill

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<b>Tax Exempt #</b>	<b>MN5025083</b>
<b>Total</b>	<b>\$240.00</b>

Thank You