



INTEGRITY GLOBAL SOLUTIONS

Date: 8/10/2017
Terms: NET 30**Rep:** JPB**SELLER:****MKB TECHNOLOGY LLC**650 Technology Park
Lake Mary, FL 32746
U.S.A.**BILL TO:****INTEGRITY GLOBAL SOLUTIONS LLC**Accounts@IntegrityGlobalSolutions.com
6075 Trenton Lane North Ste 300
Plymouth, MN 55442
U.S.A.**SHIP TO:****INTEGRITY GLOBAL SOLUTIONS LLC**6075 Trenton Lane North
Suite 300
Plymouth, MN 55442
U.S.A.Attn: Mahir Abdi
Phone: 407-260-5026
Fax: 407-260-6838Attn: EMAIL INVOICES SEE ABOVE
Phone: 763-450-4646
Fax: 763-450-4647Phone: 763-450-4646
Fax: 763-450-4647

1. **SALE:** SELLER agrees to sell and PURCHASER agrees to purchase from the SELLER the machines and features listed below (referred to as the "Equipment") in accordance with the terms specified herein, including the Terms and Conditions attached hereto, which are incorporated herein and made a part of this agreement as if fully set forth herein.

Line	Qty	Item #	Mfgr	Description	Unit Price	Extended Price
1	2	801939-001	HP	DL380P G8 SYSTEM BOARD W/ SUBPAN	650.00	1,300.00
Total						1,300.00

Comments

FEDEX GROUND ACCT: 267949344

2. **LOCATION OF EQUIPMENT** (if different from SELLER's address above):

3. **PURCHASE PRICE:** The purchase price of the Equipment is \$ 1,300.00, which amount PURCHASER agrees to pay to the SELLER as follows: A) \$ 0.00 upon execution of this Agreement, and B) the balance of \$ 1,300.00 Per terms on Account.

4. **DELIVERY:** **Company** INTEGRITY GLOBAL SOLUTIONS LLC
6075 Trenton Lane North
Suite 300
Plymouth, MN 55442
U.S.A.
Phone: 763-450-4646 Fax: 763-450-4647

BUYER INTEGRITY GLOBAL SOLUTIONS LLCName: **JOSEPH BATTAGLIA**Title: **SALES****SELLER: MKB TECHNOLOGY LLC**

Date: _____

Name: _____

Title: _____

Signature: _____ Date: _____

Signature: _____



INTEGRITY GLOBAL SOLUTIONS

Comments

INTEGRITY GLOBAL SOLUTIONS

Terms and Conditions to Purchase Agreement

1. Entire Agreement; Application. The terms and conditions set forth herein, together with the terms and conditions set forth in the Purchase Agreement (collectively, the "Agreement"), constitute the entire agreement between SELLER and BUYER with respect to the purchase and sale of the Equipment specified in the Purchase Agreement and no representation or statement not contained in this Agreement shall be binding upon SELLER or BUYER as a warranty or otherwise, unless in writing and executed by the party to be bound thereby. By accepting the Purchase Agreement and commencing performance thereunder, SELLER accepts and agrees to be bound by the terms and conditions of this Agreement.
2. Payment Terms. The agreed purchase price for the Equipment is set forth in the Purchase Agreement. Payment for the Equipment shall be net 30 (30 days from the date the Equipment is delivered to BUYER), unless otherwise specified in the Purchase Agreement.
3. Title; Risk of Loss. Title to the Equipment shall remain vested in SELLER until the purchase price is fully paid, at which time title will automatically vest in BUYER. All Risk of Loss shall be on SELLER until the Equipment is delivered to BUYER.
4. Representations and Warranties. SELLER warrants and represents to BUYER as follows: (a) SELLER, at the time of delivery of the Equipment, will be the lawful owner of the Equipment free and clear of all liens and encumbrances of every kind and manner and SELLER will supply BUYER with a Bill of Sale evidencing such title and warranty; and (b) SELLER has the full right, power and authority to sell the Equipment and this Agreement constitutes the legal, valid and binding obligation of SELLER in accordance with its terms; and (c) the Equipment is genuine product of the manufacturer indicated on the Purchase Agreement, contains only authorized and genuine trademarks and technologies, and is properly available for import into and sale within the United States; and (d) unless otherwise specified on the Purchase Agreement, SELLER shall honor the manufacturer's standard warranty for all Equipment for a period equal to: (i) in the case of any new Equipment, the amount of time provided by the original manufacturer, or (ii) in the case of any used Equipment, one (1) year from date of delivery; and (e) the Equipment has been under a manufacturer's standard maintenance agreement and at the time of delivery the Equipment will be in good working order and eligible (according to the manufacturer's normal policies) for the manufacturer's standard maintenance contract; and (f) the Equipment will be at the current engineering level at the time of delivery and, upon BUYER's request, SELLER shall supply BUYER with a letter from the manufacturer attesting to the same.
5. Inspection and Acceptance of Goods. BUYER, or its agent, shall have the right to inspect the Equipment within seven (7) days of delivery for general appearance and operating condition and also to inspect the Equipment's logbook, if any. If such inspection reveals any material defect, BUYER shall have the right, within such 7 day period, to revoke acceptance of any or all of the Equipment by delivering written notice to Seller. In the event BUYER delivers notice of revocation in accordance with the foregoing, BUYER shall not be required to pay for any such Equipment that is the subject of such notice of revocation and SELLER shall promptly refund to BUYER any payments previously made with respect to such Equipment. BUYER shall return such defective Equipment to SELLER within a reasonable period of time thereafter. Failure by BUYER to inspect the Equipment or to deliver a notice of revocation shall not alter SELLER's representations and warranties hereunder.
6. Condition of Equipment. SELLER agrees to maintain or cause the Equipment to be maintained so that no excessive deterioration or use other than normal wear and tear shall occur before delivery of the Equipment, or if such excessive deterioration or use shall occur, SELLER shall use its best efforts to correct or cause said excessive deterioration or use to be corrected 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. Indemnification. SELLER shall indemnify, defend and hold BUYER and its shareholders, directors, officers, employees and agents harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of SELLER's breach of its obligations, representations or warranties under this Agreement.
8. Taxes. BUYER shall be responsible for and shall pay for all sales and use taxes levied or based on the purchase of the Equipment. Any personal property

**INTEGRITY GLOBAL SOLUTIONS**

taxes assessable on the Equipment prior to delivery of Equipment to BUYER shall be borne and promptly paid by the SELLER.

9. Notices. Any notice with regard to this Agreement shall be in writing and sent by facsimile, email, overnight express mail, or registered or certified mail (postage prepaid, return receipt requested) addressed to the party for which it is intended at the address set forth on the Purchase Agreement, or to any other address designated in writing by such party. Notice shall be effective upon receipt or three (3) days from the date of mailing, whichever occurs first.

10. Inability to Perform. In the event either party fails to perform its obligations under this Agreement as a result 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 performance shall be excused for a reasonable period of time.

11. Miscellaneous.

(a) This Agreement may be assigned by SELLER only upon the prior written consent of BUYER.

(b) This Agreement is made solely for the benefit of SELLER and BUYER and their respective successors and permitted assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

(c) Time is of the essence in the performance of all covenants and conditions under this Agreement. 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.

(d) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to its principles regarding conflicts of law. The parties hereby irrevocably submit to the exclusive jurisdiction and venue of the State and Federal Courts sitting in Hennepin County, Minnesota, for the resolution of all disputes arising out of this Agreement.

(e) In the event BUYER prevails in any action, suit, arbitration or proceeding arising from or relating to this Agreement, BUYER shall be entitled to recover from SELLER its costs and reasonable attorneys' fees, including those incurred on appeal.

(f) Section headings are not to be considered part of this Agreement and are included solely for convenience and not intended to be full or accurate descriptions of the content thereof and shall not affect the construction or interpretation of any provision in this Agreement or the rights or obligations of the parties to this Agreement.

(g) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and of equal effect.