



Purchase Order

P.O. Number: N29322
Order Date: 6/15/2017

 23 Northwestern Drive
 Salem, NH 03079

Vendor Number: MKB TEC

 Tele: (603) 898-5966 Fax: (603) 898-6129
VISIT US AT: www.MOSAICTEC.com
Vendor:

 **MKB Technology LLC
 650 Technology Park
 Lake Mary, FL 32746
 USA

Ship To:

 Mosaic Technology Corporation
 23 Northwestern Drive
 Salem, NH 03079

ATTENTION: Elizabeth Phillips-Turner

Tele: 407-260-5026

Fax: 407-641-9159

Required Date	Ship VIA	F.O.B.	Terms	Alt Fax:
6/15/2017	FEDEX S/O	ORIGIN	AMEX	

Item Code	Unit	Ordered	Received	Backordered	Unit Cost	Amount
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655636-B21

Whse: 002	EA	1	0	0	325.00	325.00
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SMART ARRAY P721M/512 FBWC 6GB 4-PORTS EXT MEZZANINE SAS CONTROLLER Show Functional Equivalents

WARR-090

Whse: 002	EA	0	0	0	0.00	0.00
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NINETY (90) DAY WARRANTY

MANU

Whse: 002	EA	0	0	0	0.00	0.00
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All parts must be 100% manufacturer original as outlined in our terms and conditions.

FEDEXSO

Whse: 002	EA	0	0	0	0.00	0.00
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Please ship FedEx S/O - Account# 1819-0003-2

DO NOT INSURE SHIPMENT

DIRECT SIGNATURE NOT REQUIRED

DO NOT SHIP FREIGHT UNLESS APPROVED BY MOSAIC

****PLEASE INCLUDE PACKING LIST WITH ALL SHIPMENTS***

 Please send tracking info to: AccountsPayable@mosaictec.com



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NOTE: PLEASE FAX OR EMAIL TRACKING #(s): upon shipment to:
FAX: 603-898-6129 or Email: accountspayable@mosaictec.com
PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP AS SPECIFIED.

Net Order:	325.00
Sales Tax:	0.00
Freight:	0.00
Order Total:	325.00

THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE INCORPORATED IN AND MADE PART OF THIS AGREEMENT.

Mosaic Technology Corporation ~www.mosaictec.com
 23 Northwestern Drive ~ Salem, NH 03079 ~ TEL: 603.898.5966 ~ FAX: 603.898.6129
 11911 NE First St., Ste. B-304 ~ Bellevue, WA 98005 ~ TEL: 425.462.5004 ~ FAX: 425.462.5322



TERMS AND CONDITIONS

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. Mosaic 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 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 SELLER'S failure to perform its obligation hereunder.
9. MOSAIC TECHNOLOGY CORPORATION IMPORT AND EXPORT CONTROL COMPLIANCE PROVISION: Import Clearance and Documentation. Distributor/Customer shall be responsible for the Customs clearance process, where applicable, and for obtaining any and all required license and permits as well as satisfying any formalities required to import the Products into the Territory in accordance with all applicable laws and regulations including but not limited to the payment of duties, taxes, surcharges, fees and any special assessments and take all other actions required in connection with the importation and Customs clearance of Products. Distributor/Customer shall be responsible for ensuring documentation necessary for the import and Customs clearance process and recordkeeping meets all applicable laws and regulations. Import Documentation Requirements. Distributor/Customer shall provide the following information for each item shipped: * Correct Harmonized Tariff Codes * Product Description * Value per item * Country of Origin - Documents to be sent to: AccountsReceivable@mosaictec.com. Export Controls. (i) Distributor/Customer shall comply with all applicable Export Control Laws, including but not limited to the U.S. Department of Commerce's Export Administration Regulations, in the performance of this Agreement and in the import, export, re-export, shipment, transfer, use, operation, maintenance, repair or disposal of Products and any related parts, components, accessories, know-how or technology. "Export Control Laws" means all export control, economic sanction and antiboycott laws and regulations of the United States and other jurisdictions, including but not limited to the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations and the U.S. Department of Treasury's economic sanctions regulations. (ii) Product and any related parts, components, accessories, know-how and technology must not be re-exported or transferred to restricted persons and sanctioned countries designated by the U.S. Government, including Cuba, Iran, North Korea, Sudan and Syria, unless authorized in advance by the Company and the U.S. Government. (iii) Distributor/Customer acknowledges that transfers of Product and any related parts, components, accessories, know-how and technology may be fully with the terms of any licenses, license exceptions or authorizations and to provide Mosaic Technology Corporation access to records needed to confirm such compliance upon request. (iv) Distributor/Customer further acknowledges that certain Products may contain encryption and may be restricted for export, re-export, shipment or transfer to government end users in certain countries.
10. 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.