



DATUM SYSTEMS  
7211 E. Southern Ave.  
Suite # 102  
Mesa, AZ 85209 USA

## **Datum Systems, Inc. Standard Terms and Conditions of Sale**

Unless otherwise agreed in writing the following Standard Terms and Conditions of Sale shall apply to any Buyer's Order accepted by Datum Systems, Inc. The Buyer-Seller contract shall be formed when Buyer's Order is accepted by Datum Systems, Inc. in Mesa, AZ.

**1. WARRANTY** Datum Systems, Inc. (hereinafter "Seller") warrants to the original purchaser for use (hereinafter "Buyer") that Products furnished by Seller and manufactured by Datum Systems, Inc. shall be free from defects in material and workmanship. The complete warranty is contained in Datum document titled "Datum Systems, Inc. Limited Warranty".

**2. DELAYS** Seller shall not be liable for delays in delivery or performance or for failure to manufacture or deliver or perform due to (I) causes beyond its reasonable control, or (II) acts of God, acts of Buyer, acts of civil or military authority, governmental priorities, strikes or other labor disturbances, floods, epidemics, war, riots delays in transportation or car shortages, or, (III) inability on account of causes beyond the reasonable control of Seller or its suppliers to obtain necessary materials, components, services, or facilities. In the event of any such delay, the date of delivery or of performance shall be extended for a period equal to the time lost by reason of the delay.

**3. DELIVERY AND RISK OF LOSS** Shipping dates are approximate and are based upon prompt receipt of all necessary information. Delivery will be made F.O.B. point of shipment to Buyer. Shipping and handling charges will be paid by or billed to the Buyer. Risk of loss or damages passes to Buyer upon delivery to the carrier.

**4. TERMS OF PAYMENT, LATE CHARGES** Equipment on Buyer's order will be billed as shipments are made, and payment is due 30 days from the date of invoice unless stated otherwise on the accepted order. Installation, if any, will be billed upon completion and is due 30 days from the date of Invoice. If manufacture or shipment is delayed by the Buyer, payment, based on the contract price and the percentage of completion, shall become immediately due. Equipment held for the Buyer shall be at its risk and expense. If invoices are not paid when due, Buyer agrees to pay late charges on the unpaid delinquent balance, but not exceeding the lawful maximum late charge. If after default this contract is placed with an attorney for collection, Buyer agrees to pay reasonable attorney's fees.

**5. SECURITY TITLE** Security title and right of possession without legal process of the Equipment sold hereunder shall remain with the Seller until all payments hereunder (including deferred payments whether evidenced by note or otherwise) shall have been made in cash, and the Buyer agrees to do all acts necessary to protect and maintain such right and security title in the Seller. It is the intention of the parties that the Equipment delivered hereunder shall remain personal property until all payments have been made in full.

**6. TAXES** In addition to any price specified herein, Buyer shall pay the gross of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with a tax-exemption certificate acceptable to the taxing authorities.

**7. CANCELLATION CHARGES** Buyer may cancel an accepted order in the following manner only: (1) prior to delivery, by certified mail notice addressed to Order Service, Datum Systems, Inc., 7211 E. Southern Ave. Suite #102, Mesa, AZ 85209 USA. Said notice must be received prior to delivery of any Equipment (including vendor Items drop-shipped to the address appearing on the face of Buyers Order) and must be accompanied by payment of cancellation charges equal to 10% of the price; (2) After delivery of any Equipment on Buyers Order, the order may be cancelled only with the Seller's written consent. Request for cancellation should be addressed as instructed above, and said request must be accompanied by payment of restocking charges equal to 20% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

## **8. GENERAL**

**A.** Buyer is solely responsible for obtaining and complying with any necessary permits and licenses from the Federal Communications Commission, or any other Federal, State or governmental authority related to the purchase, installation, erection and operation of any Equipment purchased hereunder.

**B.** The provisions of those conditions of sale are for the benefit of the parties hereto and not for any other person. The delegation or assignment by Buyer of any or all of its duties or rights hereunder without Seller's prior written consent shall be void.

**C.** Seller will comply with all applicable Federal, State and local laws, regulations as of the date of Sellers acceptance of Buyer's Order which relate to equal employment opportunity (Including applicable provisions of Executive Order 11246, as amended), workmen's compensation, and the manufacture in Seller's facilities of the Equipment delivered hereunder (Including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any Equipment will be equitably adjusted to compensate Seller for the cost of compliance with laws or regulations except as specified above.

**D.** The invalidity, in whole or in part of any Article or paragraph hereof shall not affect the validity of the remainder of such Article or paragraph.

**E.** The validity, performance and all matters relating to the interpretation and effect of these conditions of sale and any amendment hereto shall be governed by the internal substantive law of the State of Arizona.

**F.** These conditions of sale constitute the entire understanding between the Buyer and Seller concerning the subject hereof, and any representation, promise, understanding, proposal, agreement, warranty, course of dealing or trade usage not expressly contained or referenced herein shall not be binding on Seller. No modification, amendment, rescission, waiver or other change shall be binding on Seller unless asserted to in writing by Seller.

**SELLER DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SALE OF ITS EQUIPMENT OTHER THAN THOSE EXPRESSLY STATED IN THIS INSTRUMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING SELLER'S MANUFACTURER'S REPRESENTATIVE AND SALES AGENTS) TO ASSUME FOR SELLER ANY OTHER OBLIGATIONS OR LIABILITIES.**

Datum Systems, Inc. Standard Terms and Conditions 1/2023