

Product Terms and Conditions (PTC)



PTC V2.3 REVISED 9/1/2021

This Product Terms and Conditions Attachment is between Centre Technologies, Inc. a Texas company (sometimes referred to as “we,” “us,” “our,” “Centre,” or “Provider”), and the Customer found on the applicable Quote (sometimes referred to as “you,” “your,” OR “Customer”) and, together with the Quote and Master Services Agreement forms the Agreement. Collectively these entities are known as the “Parties”.

The Parties further agree as follows:

1. QUOTES, ORDERING, AND PAYMENT

Purchase orders submitted to Centre shall be binding on Buyer upon written acceptance by Centre. Quotations provided by Centre to Buyer shall be binding on Buyer upon Buyer’s written acceptance received by Centre within the time described in the quotation. When Centre accepts an order, Centre may notify Customer of Centre’s estimated shipping, delivery and installation dates or service commencement dates applicable to the order. Shipping and delivery dates are estimates only. In any event, a binding contract occurs upon Buyer’s acceptance of the whole or part of any goods or services ordered, whether verbally or in writing. Any fees quoted may be revised to include taxes, handling and other fees. Such fees are estimated until final processing and may vary to include any pricing errors

2. DEFINITIONS

- **“Deliverables”** means the tangible and intangible materials, including reports, studies, base cases, drawings, findings, manuals, procedures and recommendations prepared by Centre or its suppliers, licensors or subcontractors in the course of performing the Services.
- **“Materials”** means all content and other items included with or as part of the Products, Services, Software or Deliverables, such as text, graphics, logos, button icons, images, audio clips, information, data, photographs, graphs, videos, typefaces, music, sounds and software.
- **“Products”** means goods, which include but are not limited to the following; computer hardware, software, software related services, and/or any other goods provided by or through Centre.
- **“Project Services”** - apply to the delivery of information technology Services, support, consulting and functions as further described in a SOW that may be proposed and approved by the Parties.
- **“Quote”** – is the document, delivered electronically, to the Customer containing the Term and specifics of the proposal of Product(s), Services, Project Services, and/or Supplemental Services. In the event that specific Services, Project Services, and/or Supplemental Services have a different term
- **“Services”** – the services, other than Supplemental Services and/or Project Services, to be delivered by Provider and the fees for those Services, and the specific terms applicable to those Services are described in the Quote or in one or more Service Attachments referencing this Agreement.
- **“Service Attachments”** or **“SA”** - a document containing the terms for one or more Services.
- **“SOW”** – is a Statement of Work detailing Services, Project Service(s), and/or Supplemental Service(s) to be performed by Provider.
- **“Software”** means any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Centre to you. Software includes software locally installed on your systems and software accessed by you

through the internet or other remote means (such as websites, portals and “cloud-based” solutions).

- **“Statement of Work” or “SOW”** – is a separate document that contains the description and work requirements for the scope of work for to be performed.
- **“Supplemental Services”** - are limited, additional services and equipment you may need on a “one-off” or emergency basis that are not included within the scope of the Services described in a Quote or the applicable Service Attachments.
- **“Term”** – the length of time associated with particular Services, Project Services, and/or Supplemental Services. In the event that the Term differs between the Quote and this Agreement, the Quote shall control. In the event that the Quote is silent as to the Term, this Agreement governs.

3. INVOICES

Centre will invoice Customer all Fees, including state sales taxes as provided in the applicable Quote. All Fees are due within thirty (30) days from the date of Centre’s invoice. An ACH debit payment method can be setup for the payment of recurring monthly invoices. Customer will pay all bank charges, taxes, duties, levies and other costs and commissions associated with any bank wire transfer or other means of payment. Unless you provide Centre with a valid and correct tax exemption certificate applicable to your purchase of Products and the Products’ ship to location, you are responsible for sales and other taxes associated with the order.

4. INTEREST

Any overdue and unpaid portion of the Fees will bear interest, at the rate of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within thirty (30) days following your receipt of that invoice (the “Payment Deadline”). Centre may suspend licenses and performance of orders for which Centre is insecure or which payment is overdue until the overdue amounts are paid in full or alternative arrangement acceptable to Centre are made. Customer will reimburse Centre for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments.

5. CANCELLATIONS AND CHANGES

Any change, modification or cancellation of any Quote for Products, Services, Project Services, and/or Supplemental Services requested by Customer after acceptance by Centre may result in an additional charge to be paid to Centre by Customer. Customer is responsible for any additional costs derived from a change in the system configuration prior to the installation of equipment ordered from Centre. Unless visibly damaged on delivery, no Products shall be returned, refunded, canceled, or terminated by Customer without prior written approval from Centre. If Centre approves such return, a restocking fee may be assessed by Centre to Customer. The charge for rework, cancellation or restocking will not exceed the actual charge assessed by the manufacturer or vendor to Centre. See Return Policy at <https://centretechnologies.com/returnpolicy>.

6. SECURITY INTEREST

Provider retains a purchase money security interest in all Equipment sold by Provider to Customer, and in the proceeds of any resale of such Products, until the purchase price and any other charges due Provider have been paid in full. Customer agrees to cooperate, to the extent necessary, and authorizes Provider to file UCC-1 filing statements and/or further security agreements as Provider may deem necessary to provide this protection to Provider. In the event of default hereunder, Provider reserves the entirety of its rights and remedies in and to the repossession and/or sequestration of the Products, as well as any and all other remedies allowed at law, including under the Texas Business and Commerce Code, or in equity to collect amounts due and owing hereunder.

7. SHIPPING CHARGES; TITLE; RISK OF LOSS

Shipping and handling are an additional cost, unless otherwise expressly indicated in the Quote. Title to products passes to Customer upon shipment to Customer. Loss or damage that occurs during shipping by a carrier selected through Centre is Centre's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Centre within 14 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged unless the manufacturer terms differ.

8. EXPORT COMPLIANCE

You acknowledge that the Products provided under this Agreement, which may include technology and encryption, may be subject to the customs and export control laws and regulations of the United States ("U.S."), and that you will comply with such restrictions and regulations. Any statement as to product country of origin, Export Control Classification Number, or compliance with applicable law is as provided to Centre by its suppliers, and Centre does not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk. Centre and Customer each certifies that it complies with all applicable laws, including the labor laws and regulations in the jurisdictions where it operates.

9. WARRANTY

All Products, and the components and materials utilized in any assembled or customized products, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty, which warranty is expressly in lieu of any other warranty, express or implied, of or by Centre or the manufacturer. Services, Project Services, and/or Supplemental Services warranties are found in Sections 14 and 15. Customer's exclusive remedy, if any, under these warranties is limited, at Centre's or the manufacturer's discretion, to any one of (a) refund of customer's purchase price, (b) repair by Centre or manufacturer of any products found to be defective, or (c) replacement of any such product. Customer acknowledges that except as specifically set forth or referenced in this paragraph, **THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, IN ADVERTISING MATERIALS, BROCHURES, OR OTHER**

DESCRIPTIVE LITERATURE) BY CENTRE OR ANY OTHER PERSON, EXPRESS OR IMPLIED, AS TO THE CONDITION OR PERFORMANCE OF ANY PRODUCTS, THEIR MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE. CENTRE ASSUMES NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR MANUFACTURER'S PRODUCT SPECIFICATIONS OR THE PERFORMANCE OR ADEQUACY OF ANY DESIGN OR SPECIFICATION PROVIDED TO CENTE BY OR ON BEHALF OF CUSTOMER.

10. SOFTWARE OR INTELLECTUAL PROPERTY

Software or intellectual property supplied by its manufacturer or licensor. Centre makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with all requirements with regard to proprietary and similar rights in and to any intellectual property (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same). If Customer provides Centre with any intellectual property, Customer warrants that it has all necessary legal rights to such property. Customer will indemnify, defend, and hold harmless Centre from any and all liability, cost or expense arising from (a) a breach or purported breach of the requirements described in this section, or (b) Customer's use or sale of the products.

11. SERVICE AND SUPPORT

Services, Project Services and/or Supplemental Services and Support and/or Deliverables shall require a separate Master Services Agreement, "MSA". Certain products or services sold by Centre under an MSA require a three-year contract for support services.

In the event of a cyberattack, including but not limited to a ransomware attack, Centre will provide a high-level assessment and a no-cost estimate in a Quote and/or a SOW to the Customer for any Product and/or Services, Project Service(s) and/or Supplemental Service(s) related to the recovery and restoration of Customer's infrastructure. Any and all costs associated with the recovery and/or restoration of the Customer's infrastructure are the responsibility of the Customer.

12. OTHER DOCUMENTS

These terms and conditions may not be amended, modified or altered in any way except by an instrument in writing signed by the authorized representative of the party against whom enforcement of the same is sought. Notwithstanding the foregoing, these terms and conditions are subject to the terms and conditions appearing on a Quote.

13. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas.

14. ENTIRE AGREEMENT

To the extent that these terms and conditions conflict with any statements contained in the Quote, this Agreement shall supersede the Quote.

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