

EQUIPMENT TERMS OF USE

- 1. ORDERS.** As part of the Service terms, Client may be required to order Framework IT, LLC (FWC) or FWC approved equipment (“Equipment”). FWC may make changes to Equipment or modify the drawings and specifications relating to Equipment, or substitute Equipment of later design, provided that the changes do not adversely and materially impact Equipment form, fit or function.
- 2. DELIVERY AND INSTALLATION.** When Client is renting equipment from FWC, FWC will install the rented equipment at Client’s site. In non-rent situations, Client must install the Equipment in accordance with all FWC installation instructions if the client is performing the installation.
- 3. RISK OF LOSS/TITLE.** For equipment purchased by Client, risk of loss to the Equipment will pass to Client when FWC delivers the Equipment to the carrier for shipment. Title to the Equipment shall not pass to Client until Client has fully paid FWC for the Equipment. Title to software provided under the Agreement will remain solely with FWC and its licensors. For equipment rented by Client, title shall remain with FWC.
- 4. LOST, STOLEN OR DAMAGED EQUIPMENT.** If rented Equipment is lost, stolen or damaged Client must notify FWC promptly. Client shall be responsible for the replacement cost for all equipment lost, stolen or damaged, provided any damage is not a result of FWC’s actions or negligence.
- 5. CANCELLATION AND RETURN POLICY.** Client may be required to pay a commercially reasonable restocking fee for failing to return Equipment with included packaging, manuals or accessories, or if the Equipment returned is in a damaged, altered or destroyed condition. Even if Client cancels Service and/or returns any Equipment as provided herein, Client must pay all Service charges incurred prior to cancellation or return and any applicable subsequent penalties or assessments. If Client attempts to cancel Service, but does not return the applicable Equipment or if such Equipment is returned in a damaged, altered or destroyed condition, FWC may charge Client the suggested retail price or the cost to repair the applicable Equipment, (which may be greater than the price paid for such Equipment).
- 6. CHARGES.** The total cost for the Equipment and payment terms are identified in the Client’s Service Order or SOW form, hereby incorporated by reference into the Agreement.
- 7. EQUIPMENT WARRANTY AND LIMITATIONS**

FWC Equipment Warranty/Exclusions and Disclaimers. Client recognizes that FWC is a reseller of the Equipment (“Third Party Products”). FWC provides these Third Party Products on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND, unless FWC specifies otherwise. However, such Third Party Products may carry their own warranties and FWC shall pass through to Client any such warranties to the extent authorized. Exercise of such warranty shall be directly between Client and the third party provider. “**Third Party Products**” means any products made by a party other than FWC, and may include, without limitation, products ordered by Client from third parties. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER FWC NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EQUIPMENT. FWC DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF EQUIPMENT OR THAT THE EQUIPMENT WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FWC DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES RELATED TO THE EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY REFERENCED HEREIN WILL BE CLIENT’S SOLE AND EXCLUSIVE REMEDIES RELATED TO THE EQUIPMENT.