



Quote Terms and Conditions

These terms and conditions apply to any order resulting from this quote except to the extent of any conflict with any applicable customer-specific contract (including, without limitation, any government indefinite-delivery/indefinite-quantity contract) or applicable law. In the event of such a conflict, the contract or applicable law shall supersede and take precedence over these terms and conditions.

Quotations are considered all or nothing unless otherwise specified. Please contact us if you would like to procure only a portion of the products or services identified in this quotation.

This quote is intended for the use of the person or entity to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records.

By soliciting and accepting this quote, the intended recipient agrees not to disclose its content to any third party, including, without limitation, any other vendors, and agrees not to use this quote for any purpose other than determining whether to purchase the quoted goods or services from CriticalWave Energy Solutions. You agree that CriticalWave shall be entitled to seek a court order enjoining any violation of this obligation in addition to other remedies afforded under law for any violation.

All purchases are subject to credit approval. Payment terms are net 30 days from the date of invoice. CriticalWave may invoice for hardware/software products and licensing upon proof of delivery. CriticalWave may deliver hardware/software products and licensing in partial shipments and reserves the right to invoice for partial deliveries. Invoicing for services will be based on the Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in a Statement of Work (SOW). If the quote does not reflect warehousing charges, any products requiring warehousing at a CriticalWave facility shall be invoiced at a monthly rate of \$200.00 per pallet.

All returns are subject to pre-approval and must have a Return Merchandise Authorization (RMA) number issued by CriticalWave. Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% resellable condition may be returned within 30 days. Please note that most manufacturers do not permit the return of products that have been opened, custom-built, or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed as acceptance of the product.

CriticalWave does not separately warrant the products of the manufacturers we carry and disclaims all warranties except as otherwise agreed in writing between you and CriticalWave.

CriticalWave will honor the pricing in this quotation for a period of 30 days, pending manufacturer or distributor price increases or discontinuance, unless otherwise noted within this quote.

CriticalWave Energy Solutions

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Shipments of information technology products to California may require additional charges to cover state environmental fees, which the customer will be responsible for.

Any dispute arising out of or relating to this quotation or a resulting order will be resolved exclusively in a court of competent jurisdiction in the State of Florida. The customer will be responsible for all legal costs and other third-party collection fees associated with CriticalWave's efforts to collect non-payment of invoices. This paragraph does not apply to government customers.

Orders may be subject to state or local taxes without the provision of reseller or valid tax exemption certificates.

By soliciting and accepting this quote, the intended recipient will comply with the most recent version of the clauses set forth in the Federal Acquisition Regulation (FAR) 52.244-6, entitled "Subcontracts for Commercial Items," and Defense Federal Acquisition Regulation Supplement (DFARS) clauses applicable to subcontracts for commercial items. The use or resale of the hardware/software is subject to the applicable vendor end user license agreement, service level agreement, terms of use or service, or other end user agreements or documents.

These terms and conditions are subject to change prior to the issuance of any order.

Additional shipping charges may apply for OCONUS, expedited, heavy-weight shipments, or any non-standard shipping arrangements requested and/or required for order fulfillment.

Any Trade Agreements Act (TAA) information in this quote is based solely on data from the applicable manufacturer/supplier source.

TAA is determined at the time of the quote. NC = Non-TAA compliant, C = Compliant, NA = TAA Not Applicable.

CriticalWave will communicate changes in TAA status impacting customer requirements promptly upon being informed of such changes by the manufacturer/supplier source.

Last Updated: October 17, 2024

