

Terms and Conditions

1. Agreement to Purchase

By approving and accepting this Quote, the Client expressly agrees to purchase from Simple Communications Technologies, LLC dba SimpleCom, the hardware, software, and/or services described herein (the "Products and Services"), at the prices set forth in the Quote. Such approval constitutes a binding contractual commitment by the Client to complete the purchase under the terms contained herein.

2. Pricing and Validity

Quoted pricing is firm only for the period expressly stated in the Quote. In the absence of such statement, pricing shall remain valid for thirty (30) calendar days from the date of issuance. Thereafter, SimpleCom reserves the right to revise pricing prior to acceptance.

3. Payment Obligations

Unless otherwise specified in writing by SimpleCom, all payments shall be due upon delivery of the Products and/or completion of Services. If invoiced, payment shall be due NET thirty (30) calendar days from the date of invoice. The Client agrees that failure to remit payment when due shall constitute a material breach of this Agreement.

4. Delivery; Title and Risk of Loss

Delivery dates are estimates only and are subject to change based on manufacturer lead times, supply chain conditions, and other factors beyond SimpleCom's reasonable control. Title to Products shall be passed to the Client only upon SimpleCom's receipt of full payment. Risk of loss, however, shall be transferred to the Client upon delivery to the Client's designated location.

5. Cancellations and Modifications

Upon Client's approval of the Quote, the order is final and binding. Any cancellation, modification, or reduction in scope is subject to SimpleCom's prior written consent and may result in additional charges, including but not limited to restocking fees, vendor pass-through fees, and reimbursement of costs incurred.

6. Taxes and Additional Charges

All federal, state, and local sales, use, excise, or similar taxes, duties, or fees applicable to the purchase of Products or Services shall be borne solely by the Client, unless a valid tax exemption certificate is provided prior to invoicing.

7. Limitation of Liability

In no event shall SimpleCom be liable to the Client for any indirect, incidental, special, or consequential damages (including without limitation loss of profits, data, or business opportunities), whether arising in contract, tort, or otherwise. SimpleCom's aggregate liability for any claim arising under or relating to this Agreement shall not exceed the total amount actually paid by the Client under the accepted Quote.

8. Entire Agreement

The accepted Quote, together with these Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings, proposals, or agreements, whether written or oral. No amendment or modification shall be valid unless made in writing and executed by both parties.