

## **GENERAL TERMS AND CONDITIONS**

- Effective upon the date of last signature below, Customer and STRAN Technologies IT Services, LLC agree that the Services described in the Quotation shall be governed by these Terms and Conditions. The Quotation shall expire 60 days after issuance.
- Customer shall provide a single point of contact ("SPOC") with full authority to act on behalf of Customer to make decisions and authorize Purchase Orders, Change Orders, Delivery and Acceptance Forms, and any other documents as needed during the project.
- Customer SPOC will coordinate full access to all locations included in this project for its duration during regular and after hours as necessary prior to the dispatch of technicians to the site. Customer shall ensure that the job site is ready and suitable for the Services and that required network minimums are maintained.
- All Customer provided equipment and/or materials will be ready and available prior to work starting at each site.
- Any technician down time hours due to Customer related issues will be documented and become billable. STRAN Technologies IT Services, LLC will notify customer in writing when down time has been incurred.
- Upon receipt of Customer's acceptance of the Quotation by signature below, STRAN Technologies IT Services, LLC will schedule the acquisition of appropriate installation material (which thereafter will be non-cancellable, non-returnable and non-refundable except when permitted by STRAN Technologies IT Services, LLC subject to a restocking fee) and the necessary labor resources to meet the desired completion timeline.
- Commencement of Services is subject to credit approval.
- No change order work will be performed until both parties have mutually agreed to and signed the Change Order stating the revised scope of work and price.
- After each site or project is completed, STRAN Technologies IT Services, LLC will notify Customer of such completion and Customer will sign a Delivery and Acceptance Form within 5 business days of completion.
- 10. STRAN Technologies IT Services, LLC shall have the right to adjust labor prices to comply with Davis-Bacon Act, Service Contract Act, or state and local prevailing wage determinations.
- 11

Date:

11. STRAN Technologies IT Services, LLC will invoice Customer on monthly basis as work is performed, or as soon thereafter as	a
Customer:	STRAN Technologies IT Services, LLC.
Signature:	Signature:
Printed Name:	Printed Name:
Title:	

- practical. If services exceed one month in duration, STRAN Technologies IT Services, LLC will submit incremental monthly invoices based on the percentage of work complete plus material charges. Invoices are due upon receipt and payable within 30 days from date of invoice.
- 12. Inability to provide payment within 30 days of receiving invoice may result in a stoppage of work.
- Sales tax is not included in our pricing. Customer is responsible for all applicable sales taxes unless Customer provides a valid taxexempt certificate prior to billing.
- 14. All work performed by either party under these Terms and Conditions shall be performed as an independent contractor and not as an agent or employee of the other party.
- Nothing shall preclude STRAN Technologies IT Services, LLC from engaging a subcontractor in carrying out its obligations under these Terms and Conditions.
- STRAN Technologies IT Services, LLC warrants that Services shall be performed in a workmanlike manner in accordance with standard industry practices and specifications. Materials shall be free from defect in accordance with the manufacturer's warranty. In the event Services and/or materials are proven to have been defective, Customer must provide notice within a six (6) month period from the date of completion or substantial completion and STRAN Technologies IT Services, LLC at its option will either correct any defects and deficiencies or render a full or prorated credit.
- Each party shall indemnify and hold the other party harmless from all costs, damages, claims and liabilities that the other may suffer or incur as a result of acts or omissions by the indemnifying party during performance under these Terms and Conditions. In no event shall either party be liable for any indirect or consequential loss or damages.
- These Terms and Conditions constitute the entire agreement between Customer and STRAN Technologies IT Services, LLC. Both parties revoke all other written correspondence that is inconsistent with this agreement and no changes can be made except by a mutually signed agreement.
- The person signing on behalf of the parties to this contract warrants that they have the legal authority to execute the contract.

Date: \_