TERMS OF SALE

1. Execution of this Quote creates a binding contract, which is subject to modification only if in writing signed by both ProcureIT and Buyer.

2. The terms of this Agreement supersede all prior and contemporaneous oral or written agreements and understandings of Buyer, all of which will be deemed to be merged into this Agreement. This Agreement is a final and complete integration of the understandings of Buyer.

3. BUYER HEREBY WAIVES ALL IMPLIED WARRANTIES AS TO PROCUREIT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANITABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BUYER UNDERSTANDS AND AGREES THAT UNLESS OTHERWISE NOTED, ALL WARRANTIES ARE MANUFACTURER WARRANTIES AND PROCUREIT BEARS NO RESPONSIBILITY FOR MANUFACTURER WARRANTIES.

4. If there is any dispute between Buyer and ProcureIT arising out of this transaction, the successful party, as determined by the court, will be entitled to receive from the other party, all costs, legal fees, consultant fees, expert witness fees, investigation costs, and similar expenses (through arbitration), including, but not limited to, attorneys' fees in a reasonable amount incurred by the successful party.

5. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement must be commenced and maintained in Maricopa County, Arizona. All parties irrevocably consent to this jurisdiction and venue and agree not to transfer or remove any action commenced in accordance with this Agreement.

6. Payment is due upon receipt of an invoice from ProcureIT unless Terms are agreed to in writing.

7. If the invoice from ProcureIT is not paid within thirty (30) days of mailing, interest will accrue on the outstanding principal balance at the rate of eighteen percent (18%) per annum.

8. All orders are subject to the ProcureIT Return Policy and the buyer acknowledges receipt and awareness of this Return Policy. ANY AND ALL DISPUTES BETWEEN PROCUREIT AND CLIENT ARISING OUT OF AND/OR RELATING TO THIS AGREEMENT AND THE RELATIONSHIP BETWEEN PROCUREIT AND CLIENT, WHETHER TORTIOUS OR CONTRACTUAL IN NATURE, SHALL BE SUBJECT TO MANDATORY MEDIATION IN FRONT OF A MUTUALLY AGREEABLE MEDIATOR LOCATED IN MARICOPA COUNTY, ARIZONA.