

All quotations and sales by ClearShark, LLC (ClearShark) are subject to these terms and conditions. Terms and conditions are subject to change without notice.

1. Terms of payment are net 30 days from invoice date and prices do not include any taxes, duty or other similar charges. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs.
2. In the absence of prior agreement as to shipping, ClearShark will use reputable carriers determined by sourcing partners. Shipping terms and conditions, i.e. FOB, Origin and FOB, Destination can be provided at time of quote upon request.
3. All products, and the components and materials, are covered by, and subject to, the terms, conditions, and limitations of the manufacturer's standard warranty.
4. Products are deemed accepted by customer unless customer notifies ClearShark in writing within 10 days of delivery of product shortages, damage or defect. No returns may be made for any reason without a Return Authorization Form issued by ClearShark. All Return Authorizations are dependent upon OEM approval and issuance.
5. ClearShark will not be liable for any failure or delay in its performance or in the delivery or shipment of products, or for any damages suffered by customer by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by ClearShark's suppliers or any other cause or causes beyond ClearShark's reasonable control.
6. All quotations and sales are made only upon these terms and conditions and those included on ClearShark quote documents. Customer, by accepting any products, making any payments or ordering any products having previously received these terms and conditions, will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not ClearShark will specifically or expressly object to any of customer's terms. ClearShark's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of ClearShark before becoming binding on ClearShark.
7. If customer's order is placed under a contract with the United States Government, ClearShark agrees to comply with those contract provisions and regulations with which, pursuant to law, it must comply and of which customer has, at the time of order placement, placed ClearShark on notice. In no event will United States Government Cost Accounting Standards apply. All rights in technical data and software owned or licensed by the manufacturer are hereby reserved and deemed restricted or limited.
8. Unless specifically otherwise agreed in writing by ClearShark, customer acknowledges that products sold by ClearShark are not intended for and will not be used in life support systems, human implantation, or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold ClearShark harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.
9. Any or all products may be subject to export or resale restriction or regulation, and ClearShark acknowledges that it will comply with such regulations or restrictions. Country of origin information is available upon request of ClearShark.
10. ClearShark certifies that it complies with all applicable requirements of Sections 6, 7 and 15 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.
11. Except for the warranty coverage referenced in item 3, above, NEITHER CLEARSHARK NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY PRODUCTS FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY PRODUCT (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY PRODUCTS OR BY ANY FAILURE OR DELAY IN CLEARSHARK'S PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED CLEARSHARK OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.
12. The performance of any value-added service may void the manufacturer's warranty and render products non-returnable. Orders incorporating such services are, accordingly, non-cancelable and the products are non-returnable.
13. Any software included in or relating to products is supplied by the manufacturer. ClearShark makes no representation or warranty with respect thereto and will have no liability in connection therewith. Customer agrees to comply with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including any requirement to enter into a separate license agreement and prohibitions against duplicating or disclosing the same).
14. No order may be cancelled, rescheduled or reconfigured without ClearShark's prior written authorization.

15. Prices are subject to change by ClearShark upon customer rescheduling or reconfiguration of orders. Prices are also subject to change in response to supplier price increases, whereupon, customer may cancel the undelivered portion of any affected order by delivering written notice to ClearShark prior to the shipment thereof and within 10 days of its receipt of notice of the price increase.
16. Prices apply only to the specific quantities and estimated delivery schedules provided on the ClearShark quotation document. Any variation in quantity or requested delivery may result in prices changes.
17. All ClearShark pricing and duration is valid for the term specified on the quote. Prices, estimated delivery schedules and product availability may change as a result of delay in order placement.
18. All credit card purchases may or may not incur a 3% processing fee.
19. ClearShark reserves the right to apply an interest charge to any invoice not paid within the agreed upon terms. Any unpaid amount may be subject to the greater of a 1.5% interest charge compounding monthly or the maximum percent of interest allowable by law for the customer's jurisdiction, at ClearShark's discretion.
20. Once product is ordered and shipped there is NO right of return. Manufacturers do not allow for a credit once product is shipped. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.
21. If and/or when Customer order is a rated order, as indicated on the purchase order, certified for national defense use, ClearShark is required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700) in obtaining controlled materials and other products, services and materials needed to fill this order.
22. Unless otherwise contractually stipulated, all Education and Professional Services must be redeemed within twelve (12) months from the date of purchase/invoice. At the end of the twelve (12) month term, any remaining unused Education or Professional Services will expire; no refunds will be provided for any remaining pre-paid unused Education or Professional Services.
23. ClearShark agrees to comply with, and not to perform any act that would subject ClearShark to sanctions under, the U.S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78 et seq. In particular, ClearShark agrees that in connection with, or in the performance of, the Purchase Order, ClearShark will not make or promise to make any payment (whether in currency, property or other thing of value) to any third person, firm or entity (including, without limitation, any government official or representative) for the purpose of obtaining or retaining business. For its part, ClearShark agrees that it does not desire and will not request any service or action by any of its suppliers that would or might constitute a violation of the Foreign Corrupt Practices Act.
24. ClearShark acknowledges and agrees to comply with all applicable export laws, including the U.S. Export Administration Act, the Arms Export Control Act, the International Economic Emergency Powers Act, and the Foreign Corrupt Practices Act; and regulations issued pursuant to these and other U.S. Laws.
25. ClearShark shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and ¹prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496).
26. ClearShark shall fully comply with any and all applicable federal, state and local laws, rules regulations and ordinances, including without limitation, Section 27 of the Office of Federal Procurement Policy Act (the Procurement Integrity Act), (41 U.S.C. 423) and its implementing regulations.
27. If suspect/counterfeit parts are furnished under the Purchase Order and are found in any goods or deliverables, or incorporated into any services, provided hereunder, such items will be impounded by ClearShark. Supplier shall promptly replace such suspect/counterfeit parts with parts acceptable to ClearShark and its Customer(s), and Supplier shall be liable for all costs relating to the removal and replacement of said parts, including without limitation ClearShark's external and internal costs of removing such counterfeit parts, of reinserting replacement parts, and of any testing necessitated by the reinstallation of Supplier's goods after counterfeit parts have been exchanged. Supplier shall be fully liable for all such costs, even if such cost might be considered indirect, special or consequential damages under other provisions contained herein.

*ClearShark is NIST 800-171 compliant.