

TERMS AND CONDITIONS OF PURCHASE

The following terms and conditions shall be applicable to this purchase:

AUTO-SHIPMENT: UPON INITIAL PHYSICAL RECEIPT, INVOICE OR STATEMENT OF THESE PRODUCT(S), THE PURCHASER ACKNOWLEDGES THAT THEY HAVE AGREED TO AN AUTO SUBSCRIPTION OF THESE PRODUCTS AND THEY SHALL CONTINUE TO BE DELIVERED WITHOUT INTERRUPTION PER THE CALENDAR CYCLE THEY ARE DESIGNED FOR AND/OR ORDERED (MONTHLY, QUARTERLY, SEMI-ANNUALLY, ETC.). THIS AUTO SUBSCRIPTION WILL CONTINUE UNLESS FOURTH ENTERPRISE, LLC, DBA RED BOOK SOLUTIONS (“RBS”) IS NOTIFIED 30 DAYS PRIOR TO THE PRODUCT’S NEXT PRODUCTION COMMENCEMENT DATE.

DEFECTIVE AND NON-CONFORMING MERCHANDISE: Within 10 days of receipt of the merchandise, Purchaser shall notify RBS in writing of any defects in the merchandise or any non-conformity with the Purchaser’s order (i.e., not the quantity or items ordered). If purchaser does not so notify RBS of any defects or non-conformity within that period, the merchandise shall be presumed to be free from defects and in conformity with the Purchaser’s order and Purchaser shall be responsible for any defects or non-conformity discovered thereafter. If merchandise received by Purchaser is defective or does not conform with the Purchaser’s order and the Purchaser gives the ten-day notice to RBS, Purchaser shall have the right to return the merchandise to RBS and to receive a full refund of the original invoice price for the returned items. RBS shall pay actual direct costs associated with returning defective or nonconforming merchandise through RBS’s account with their shipping vendor. **RBS shall not be held responsible for any typographical errors.**

DELIVERY: Title and risk of loss shall pass to Purchaser at the point of shipment from RBS warehouse, and delivery shall be deemed complete upon delivery to the common carrier at such location. Purchaser will pay all charges of the delivery, including shipping and handling charges. As to all shipments, Purchaser shall bear all risk of loss after delivery to the common carrier at the point of shipment.

WARRANTY: Merchandise sold by RBS is warranted to conform to the specifications of the purchase at the time of delivery to Purchaser. RBS obligation shall be limited solely to repair or replacement of merchandise or components thereof. This obligation shall be conditioned upon written notification to RBS of any alleged defect or nonconformance written ten business days after receipt of the merchandise by Purchaser. Merchandise which RBS consents or directs to be returned shall be returned to RBS at its cost, FOB Purchaser’s location. Merchandise which RBS consents or directs to be returned shall be returned to RBS at its cost. FOB Purchaser’s location. THE FOREGOING WARRANTIES ARE THE SOLE WARRANTIES, EXPRESS OR IMPLIED, GIVEN BY RBS IN CONNECTION WITH THE MERCHANDISE, AND RBS DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PRICE: SUBJECT TO CHANGE AT ANY TIME AND UP TO 5% ANNUALLY UPON THE ACCOUNT’S ANNIVERSARY, unless specified otherwise in a formal Agreement between the Purchaser and RBS.

PAYMENTS: Purchaser shall make payment to RBS on the terms specified on the front side of this invoice. PURCHASER SHALL PAY TO RBS A LATE CHARGE OF 1½% OF ANY PAYMENT NOT RECEIVED WITHIN 30 DAYS OF THE DUE DATE. IN ADDITION TO THE LATE CHARGE, IF ANY PAYMENT IS NOT RECEIVED WITHIN 60 DAYS OF THE DUE DATE, THE INDEBTEDNESS SHALL BEAR INTEREST FROM THE DUE DATE AT THE RATE OF 18% PER ANNUM OR AT THE MAXIMUM INTEREST RATE ALLOWED BY LAW, WHICHEVER IS LESS. [PURCHASER ALSO AGREES TO PAY ALL COSTS OF COLLECTION, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY’S FEES AND EXPENSES.]

GOVERNING LAW: This purchase shall be governed by and construed and enforced in accordance with the Uniform Commercial Code and other applicable laws of the State of Colorado, without reference to its rules relating to conflicts of law. THE PURCHASER HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT ANY LEGAL PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN PURCHASER AND RBS BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS PURCHASE ORDER OR ANY OTHER RELATIONSHIP BETWEEN PURCHASER AND RBS SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN THE CITY AND COUNTY OF DENVER, COLORADO HAVING JURISDICTION UNLESS RBS SHALL ELECT OTHERWISE. THE PURCHASER AND RBS HEREBY WAIVE ANY CLAIM AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR THAT SUCH VENUE IS IMPROPER.

RIGHT OF RETURN/TERMS OF CONTRACT: Purchase shall have 5 business days in which to return the merchandise covered by this purchase and receive a full refund if these terms and conditions are unacceptable. If the purchaser does not return the merchandise within such five-day period, the terms and conditions set forth herein shall be applicable to this purchase and shall become a part of the contract between the parties. These terms and conditions of sale contain all the terms and conditions governing the sale of the merchandise covered by this purchase and may not be modified or amended except by an agreement signed by both parties. In the event any term and condition in Purchaser’s order differs from the terms of this invoice, the terms in this invoice shall control. These terms and provisions shall be binding upon, and inure to benefit of, the parties hereto and their respective successors and permitted assigns, and shall supersede all prior written or oral statements, agreements, understandings or business practices.

If Software as a Service (“SaaS”) products are being purchased under this invoice, your payment of this invoice signifies your duly authorized acceptance that such SaaS Services shall be governed exclusively by standard terms and conditions set forth at the following URL: <https://www.fourth.com/legal/general-terms-and-conditions>.