



GLOBAL DATA CENTER, INC.

5000 Birch Street, West Tower, Suite 3000

Newport Beach, CA 92660 USA

GLOBALDATACENTER.COM

GSA #: GS35F0097Y

Cage Code: 4BGJ9

800-200-1718

TERMS AND CONDITIONS
ACCEPTANCE OF CONTRACT TERMS AND CONDITIONS

This User Agreement, and all of its terms and conditions, constitutes a legal contract between you and Global Data Center ("GLOBAL DATA CENTER."). By visiting, browsing, shopping, accessing or otherwise using Global Data Center's website, you acknowledge that you have read, understood, and agreed to be bound by this User Agreement and comply with all applicable laws and regulations, including U.S. export, and re-export control laws and regulations. If you do not agree to this User Agreement, as it may be changed by Global Data Center, from time to time, do not use this Site. The material provided by Global Data Center on its website is protected by law; including, but not limited to the United States copyright law and international treaties.



This User Agreement, and all of its terms and conditions, constitutes a legal contract between you and Global Data Center ("GLOBAL DATA CENTER."). By visiting, browsing, shopping, accessing or otherwise using Global Data Center's website, you acknowledge that you have read, understood, and agreed to be bound by this User Agreement and comply with all applicable laws and regulations, including U.S. export, and re-export control laws and regulations. If you do not agree to this User Agreement, as it may be changed by Global Data Center, from time to time, do not use this Site. The material provided by Global Data Center on its website, and is protected by law; including, but not limited to the United States copyright law and international treaties.

This Sale Agreement is a legal contract between the Customer, and Global Data Center. Customer accepts this Sale Agreement by making a purchase, placing an order, or otherwise shopping from Global Data Center's Internet platform. This Sale Agreement constitutes the entire agreement between the Customer, and Global Data Center, relating to the purchase of goods or services on, and it's Website.

Global Data Center cannot confirm the price of an item until after your order is placed. Prices and product availability are subject to change without notice, and available while supplies last. Global Data Center reserves the right to make pricing adjustments due to changing market conditions, product discontinuation, manufacturer's price changes, promotion price expired, errors in advertisements, typographical errors, errors in quoting, and overall Global Data Center's cost increased for all the products, and services listed on its Website, platform.

This Terms and Conditions of Sale is subject to revision and may change by Seller ("GLOBAL DATA CENTER") without notice.

Mailing Address:

GLOBAL DATA CENTER.
5000 Birch Street
West Tower, Suite 3000
Newport Beach, CA 92660 USA

THIS TERMS AND CONDITIONS IS SUBJECT TO CHANGE WITHOUT NOTICE

1. Agreement and Acceptance:

These Terms and Conditions, any price list or schedule, quotation, acknowledgment or invoice from Seller relevant to the sale of the Goods and all documents incorporated by specific reference herein or therein constitute the complete and exclusive statement on the terms of the agreement governing the sale of Goods by Seller to Buyer. No order shall be binding upon Seller until accepted in writing by an authorized official of Seller. Buyer's acceptance of the Goods will manifest Buyer's assent to these Terms and Conditions. Seller reserves the right in its sole discretion to refuse orders, when your order(s) contains provisions inconsistent with the provisions of the invoice, ours shall prevail and any changes in quantities ordered are subject to price revision if necessary.

2. Advanced Credit Card Processing Before Shipping:

Global Data Center reserves the right to process every purchase order received in advanced if method of payment is a credit card prior to shipment any product(s) or service(s) in order to make sure the buyer's credit card has enough funds to cover their purchase. We only process the order(s) with the approved credit card status, which indicates the account is in good standing, the card has not been reported lost, stolen, and it has adequate funds to cover their purchase.

3. Alternative Product:

The Alternative Product(s) offered by Global Data Center is a Non-Cancelable, Non-Returnable (NCNR), and will be sold under follow terms and conditions:

- A. Alternate Product will be offered when the product discontinued, or the estimated date of availability is unobtainable from the Global Data Center's vendor.
- B. Global Data Center makes no other express or implied warranty for any kind for the alternative product(s) with regard to the performance, merchantability, compatibility, and may work in the existing Buyer's environment.
- C. It is the Buyer's responsibility to consult with their engineering department in order to qualify the alternative part number may offer by the Global Data Center.
- D. Availabilities of the alternative product(s) offered by the Global Data Center are subject to change without prior notice, and available while supplies last.
- E. The alternative product(s) purchase under Non-Cancelable, Non-Returnable (NCNR) condition; No Returns Even on Sealed Parts and Packaging item(s) when is shipped, or on the way for the concluding delivery are absolutely FINAL.
- F. Global Data Center will not accept any return for the sales of the product(s) sold under Non-Cancelable, Non-Returnable (NCNR) condition, and received acknowledged and conformed from its buyer.
- G. Global Data Center reserves the right to cancel any Purchase Order if the "Acknowledged and Confirmed NCNR" not received from its buyer.
- H. The ship date starts from the date that the Global Data Center's receive "Acknowledged and Confirmed NCNR" from its buyer.

4. All Software, Product Licensing, Maintenance Service, Support, and Extended Warranty:

All Software, Product Licensing, Maintenance Service, Support, and Extended Warranty will be sold under the following terms and conditions:

- A. All Software, Product Licensing, Maintenance Service, Support, and Extended Warranty Sales are Final.
- B. GLOBAL DATA CENTER does not provide technical support in regard to software installation, operations, configurations, and how to work with it. All support must be obtained directly from the respected manufacturers.
- C. GLOBAL DATA CENTER highly recommends contacting the respected manufacturers before purchasing any Software, Product Licensing, Maintenance Service/Support, and Extended Warranty from its Website or GSA Advantage, because they are absolutely (NCNR), which is Non-Cancelable, Non-Returnable, and No Returns Even on Sealed Parts, Packaging item, or not being used.
- D. All Software, Product Licensing, Maintenance Service/Support, and Extended Warranty sales will be sent in a form of Electronic Delivery only One Time to a designated recipient whom provided by the Global Data Center's customer, and will not be repeated, redirected, or reassigned to a different person with the different name, and email address after the first-time successful delivery.
- E. All Software, License, Maintenance, and Support Sales are Non-Cancelable, Non-Returnable.
- F. All software sales will be sold only by credit card, or prepayment.

5. Arbitration:

Any claim, dispute, or controversy (whether in contract, tort, or otherwise, whether preexisting, present or future, and including statutory, common law, international tort and equitable claims arising from or relating to this Sale Agreement, its interpretation, or the breach, termination or validity thereof, the relationships, which result from this Sale Agreement (including, to the full extent permitted by applicable law, relationships with third

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parties who are not signatories to this Sale Agreement), Global Data Center's advertising, or any related purchase shall be resolved exclusively and finally by binding arbitration administered by the national arbitration (NAF); under the Code of Procedure of ARBITRATION-FORUM.COM (the "Code") in effect, at the time the claim is filed. The Code is available at <http://www.arbitration-forum.com>. Each party shall bear its own cost of any legal representation, discovery, or research required to complete arbitration.

6. Assignment:

This agreement or any rights or interest herein may not be assigned by Buyer, delegated, or encumbered in whole, or in part, or sold, or transferred without Seller's prior written consent.

7. Backorders:

While our vendor(s) makes every attempt to maintain deep inventory levels in order to avoid backorders; however, items shown in our Website or at the time of your order may become allocated by orders taken previous to yours. In this circumstance, the item considers as a backorder, and it will be shipped as soon as we receive it in our distribution or manufacturers' stock.

8. Buyer's Inspection Duties:

It is the Buyer responsibility to inspect all the packages and boxes received. The following terms and conditions shall apply to the *Buyer's Inspection Duties*:

- A. As soon as Goods are delivered to the Buyer; it is the Buyer responsibility to inspect all the packages and boxes.
- B. Notice in writing shall be given to Global Data Center within 10-days of the goods received for any defects or omissions.
- C. Failure to give written notice to Global Data Center and specifying in detail the objections by the Buyer within 10-days of the receiving the goods, it shall constitute irrevocable acceptance of the Goods.
- D. Goods subject to the complaint must be kept intact and protected until the seller has had a reasonable opportunity to inspect the Goods, and arrange for repair or replacement of the Goods.
- E. If the shipment of the Goods is postponed or delayed by the Buyer for any reason, Buyer agrees to reimburse the seller for all reshipment cost, redelivery, storage costs, and other additional costs resulting therefrom.
- F. Claims for shortages or other non-conforming goods must be made in writing to the Seller via Email within 10-days of the receiving goods by the Buyer. support@globaldatacenter.com
- G. Failure to give such notice shall constitute unqualified acceptance and a waiver of all claims by Buyer.

9. Buyer Hold Seller Harmless:

The Seller shall not be liable for infringement of any patents, domestic or foreign, arising out of use, installation, or resale of material to be furnished under this proposal. If such material is manufactured or furnished by the Seller in accordance with the Buyer's instructions or product's part number, the Buyer will keep the Seller harmless to any liabilities or expenses of any nature or kind whatsoever based on or arising out of any claim for infringement of any patent, domestic, or foreign.

10. "-C" at the End of the Product's Part Number:

The products listed on Global Data Center's Website, carry "-C" at the end of the product's part number. The actual products that we sell do not have the "-C", and this suffix is only an exhibitor that indicated the product(s) offers by the Global Data Center.

11. Cancellation of an Order by the Buyer:

The following terms and conditions shall apply for the *cancellation of an order by the buyer*:

- A. Orders are not subject to cancellation or suspension without the Seller's consent.
- B. Any cancellation shall be subject to a cancellation charge representing the costs and expenses, including but not limited to any manufacturer charges, incurred by the Seller as a result of Buyer's cancellation.
- C. Global Data Center will not accept cancellation or return of a product(s) under acceptance of a Non-Cancelable and Non-Returnable (NCNR) order, or on its way for the final delivery by the Buyer.
- D. Cancellation of a purchase order must be only via email.
- E. Cancel a purchase order after receiving the goods is subject to Global Data Center and its vendor Sales Terms and Condition policy.
- F. Buyer can cancel a purchase order prior to shipment, but it must be via email.
- G. Cancellation of a purchase order by Buyer must be in writing via email to the following address:
 - support@globaldatacenter.com

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12. Cancellation of an Order by Seller:

Global Data Center reserves the right to cancel a Purchase Order (PO) due to extenuating circumstances for all prices of products, and services listed on its Website for following causes:

- A. Errors in quoting.
- B. Typographical errors.
- C. Product discontinuation.
- D. Errors in advertisements.
- E. Manufacturer's price changes.
- F. Changing market conditions or increased price by its vendor(s).
- G. Cancel any Purchase Order due to unknown product's shipping and delivery date from its vendor(s).
- H. Cancel any Purchase Order if the "Acknowledged and Confirmed NCNR" not received from its buyer.

13. Changes to Orders or Order's Delivery Time:

The following terms and conditions shall apply to the *Changes for the Orders or Order's Delivery Time*:

- A. Change orders or request for changes in time of delivery will not be made or accepted or orders already processed unless otherwise mutually agreed upon by the Seller and Buyer.
- B. Change orders or request for changes in time of delivery to orders already processed will be entered as new orders subject to new order freight terms, and billed at the price, in effect, at the time of the change order or request for change in time of delivery.
- C. Any change order or request for changes to time of delivery must be submitted in writing to the Seller via Email and is subject to Seller's acceptance in writing to the following address:
 - support@globaldatacenter.com

14. Claim for Damages or Loss in Transportation and Shortages:

The following terms and conditions shall apply for the Claim for Damages or Loss in Transportation and Shortages:

- A. Acceptance of Goods from a common carrier constitutes a waiver of any claim against Seller for damage, storage, or loss.
- B. You shall refuse any packages if comes with physical damaged condition. If you may accept the damage package(s), short shipment, please make sure to recorder the following information:
 - 1. The damage package(s), short shipment must be noted on the carrier's delivery record.
 - 2. Record the shipment tracking number, and Shipping Company's driver name or employee number.
 - 3. You shall refuse to accept any packages if comes with the torn and packaging damages condition, and have the shipping company return it to sender. However, It is absolutely important to take pictures of the damaged box(es) in order to file a damage claim, and notify the Shipping Company, and the Global Data Center within ten (10) days of the receiving goods via email at the following addresses:
 - support@globaldatacenter.com

15. Claim of the Wrong Product's Overview, Specifications, Images, and Descriptions by Buyer:

The product's overview, specifications, images, and descriptions are provided by the Global Data Center's vendor; please refer to the manufacturer for the detail additional explanations if you may have any questions or concerns. Global Data Center makes the best effort in order to ensure the accuracy of the product's information; however, if at any time the product's image, or descriptions contain inaccuracies, Global Data Center shall not be held responsible or liable, and it reserves the right to reject/cancel any orders placed based on this erroneous information. Products will be sold explicitly based on the only manufacturer's part number, and specifications come with the part number provided by the respected vendor/manufacture, and Global Data Center makes no other express or implied warranty for any kind for products with regard to the performance, merchantability, or fitness for any particular purpose. Global Data Center strongly recommends Buyer contacts the manufacturer in order to obtain the precise Product's Overview, Specifications, Images, and Descriptions for their need.

16. Configure to Order (CTO)

Configure to Order (CTO) is a Global Data Center or its Vendor process where products are assembled and configured according to its customer unique requirements. The following terms and conditions shall apply for the Configure to Order (CTO):

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- A. Configure to Order (CTO) will be sold only by the Credit Card payment or prepayment.
- B. Configure to Order (CTO) is absolutely Non-Cancelable.
- C. Configure to Order (CTO) is not eligible to return even on sealed parts and packaging item when is shipped, or on the way to the Buyer's final destination.
- D. Configure to Order (CTO) sales is absolutely Final.

17. Copyright and Trademarks:

- A. **THE TERMS OF USE OF THE GLOBAL DATA CENTER'S WEBSITE, , TEXT, GRAPHICS, LOGO, AND HTML CODE ARE REGISTERED TRADE MARK OF THE GLOBAL DATA CENTER., AND PROTECTED BY THE UNITED STATES AND INTERNATIONAL COPYRIGHT LAWS, AND MAY NOT BE COPIED, REPRINT, PUBLISHED, TRANSLATED, HOSTED, OR OTHERWISE DISTRIBUTED BY MEANS WITHOUT EXPLICIT PERMISSION OF THE GLOBAL DATA CENTER.**
- B. **WITHOUT ANY EXCEPTION, NO PART OF THE GLOBAL DATA CENTER'S WEBSITE, , TEXT, GRAPHICS, LOGO, AND HTML CODE MAY BE REPRODUCED, SOLD, BROADCAST, DISTRIBUTED, RECORDED, UPLOADED, POSTED, PUBLICLY EXHIBITED TO ANY WEBSITE WITHOUT EXPLICIT PERMISSION AND WRITTEN CONSENT OF THE GLOBAL DATA CENTER. ALL RIGHTS RESERVED.**

18. Credit Card Authorization:

We conduct a Credit Card Authorization for those purchase orders with the credit card payment in order to obtain approval for the customer order, and to know if it has sufficient funds on their card to pay for the transaction. With this procedure, we are only acquiring the authorization from the credit-card issuer Institute. The Credit Card Authorization is only an authorization procedure prior to process our customer credit card, and it will be valid for the duration of the 7-days, and after seven days, it will expire by itself automatically without any charge to our customer credit card.

We only process the order(s) with the Approved Status, which indicates the account is in good standing; the card has not been reported lost or stolen, and it has sufficient funds to cover the transaction. We will not process any order with the following status, after acquiring an authorization from the credit-card issuer:

- **Declined:** The account is not in good standing, the card has been reported lost or stolen, or the account doesn't have sufficient funds to cover the transaction.
- **Referral:** The bank is indicating there is an unspecified problem with the credit card number. The customer should contact the issuing bank.
- **Expired Card:** The validity of the credit card duration has expired.
- **Pick Up Card:** The issuing bank has declined the transaction and requested that the physical credit card be retained (normally because the card was reported lost or stolen).
- **Force Authorization:** We will cancel any orders with the Force Authorization processing status. If a credit card declined due to Force Authorization, we will ask for a different credit card that does not need to conduct the Force Authorization; otherwise, we will cancel our Buyer's PO in order to provide them the opportunity to purchase the product(s) listed on their order to us from other institutes that they can conduct the Force Authorization for their order.

19. Damaged Package or Freight Damage:

You shall refuse any packages if comes with physical damaged condition. The following terms and conditions shall apply for the *Damaged Package or Freight Damage*:

- A. Report of the damaged product must be claimed within 10-days of the receiving goods via email at the following addresses. After 10-days, the Sales is Final, and no credit or return material authorization (RMA) will be given by the Global Data Center for damaged claim.
 - support@globaldatacenter.com
- B. You shall refuse to accept or signed any document if the product's packaging comes with the visible sign of the torn or damaged condition, and have the shipping company return it to sender.
- C. If you may accept the damaged box(es), It is absolutely important to take pictures of the damaged product's packaging in order to file a damage claim, and notify the Shipping Company, and the Global Data Center within 10-days of the receiving goods via email at the following addresses:
 - support@globaldatacenter.com

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- D. Damaged Package's report beyond the 10-days of the receiving goods will not be accepted.
- E. Address of the damaged product received must be the same as the address where the product was delivered; otherwise the claim is no longer valid and will be denied.
- F. The carrier should inspect and/or pick up the damaged package, leave a call tag, pick up receipt and return the product back to Global Data Center within 15-days. Please keep this receipt for your records in case the product is not returned to Global Data Center's vendor.
- G. In the event that the inspection does not take place, your product is not picked up, you have not received an email label/call tag within 15-days of your initial contact via email, please contact Global Data Center at 800-200-1718.
- H. If you may accept the damage package, make sure it is noted on the carrier's delivery record.
- I. The damaged package(s) must be noted on the carrier's delivery record.
- J. Record the shipment tracking number, and Shipping Company's driver name or employee number.

20. Delays of the Shipment:

All estimates as to deliveries are based upon conditions prevailing at the date of quotation, and Seller will use its best efforts to meet the estimated delivery date. In the event that there are delays in deliveries, the Seller shall not be liable; therefore, and the Buyer agrees to accept such deliveries when made by the Seller. If the Seller is unable to deliver material according to its delivery time frame for the account of Buyer's orders or contracts for any of the following causes; the Seller may cancel the Buyer's order or contract with respect to such material without liability to either party. Delay may occur due to following reasons:

- A. War
- B. Fuel
- C. Strikes
- D. Lockouts.
- E. Power outage.
- F. Inadequacy of labor.
- G. Backorder Product(s).
- H. Blockages or embargoes.
- I. Discontinued or Retired product.
- J. Shortage of product in inventory at the time of order.
- K. Due to unknown product's shipping and delivery date from its vendor(s).
- L. Not received the "Acknowledged and Confirmed NCNR" from its buyer.
- M. Acts of God, such as flash floods, earthquakes, or other natural disasters.

21. Delivery:

The following terms and conditions shall apply for the *Delivery*:

- A. All shipments routed by Seller are shipped F.O.B. shipping point, with transportation charges pre-paid the cheapest way, to any city in the U.S.A. except Alaska, Hawaii, Puerto Rica, Guam, and Internationally. Shipments to the points outside of the U.S.A. and to Alaska, Hawaii, and Puerto Rica is a F.O.B. shipping points, with transportation charges pre-paid the cheapest way to point of debarkation.
- B. All shipments shall be made in accordance with the Seller's normal delivery schedule.
- C. Delivery is subject to change if the product is Direct Ship from Global Data Center's vendor/manufacturer, or in a backorder status, and it may take more than the expected delivery date
- D. Delivery may subject to DELAY due to Backorder, Discontinued or Retired product, Shortage of product in inventory at the time of order, etc.
- E. Redelivery is subject to extra shipping and handling cost to the buyer. If the unsuccessful first-time delivery (original delivery) be the fault of the buyer for any reasons, the redelivery is subject to extra shipping and handling cost, and must be paid in advanced by the Buyer's credit card.
- F. Global Data Center will NOT conduct in advanced call to its Buyer receiving point in order to schedule a delivery.
- G. Global Data Center, will not accept the Buyer's special instruction for delivery. Delivery will be with the Ground Method and will be conducted to the final destination that stated on its Buyer's order.

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22. Delivery of the Oversized and Heavy Items (more than 25 Lbs.):

Delivery of heavy items may subject to extra shipping cost. The freight companies deliver the package(s) at the curbside or in front of the warehouse; however, when a lift gate or forklift truck is required the additional shipping and handling cost will be added to the total freight charges.

23. Delivery Refusal:

If the customer refuses delivery from Global Data Center or its vendors for the reasons other than those agreed to in writing within the order document; the customer will be responsible for all initial shipping, and re-delivery charges.

24. Delivery Terms Other Than Via Cheapest Way:

Where Buyer directs routings other than the cheapest way, the total transportation costs will be paid by Buyer collects, or upon request pre-paid, with transportation charges added to the invoice. Where Buyer has requested a delivery time other than Seller's normal delivery schedule, Buyer shall pay for all transportation cost, or redelivery necessary to complete delivery when requested.

25. Direct Shipping:

The product(s) ship from Global Data Center's Vendor(s) considers as a Direct Ship and the following provisions shall apply:

- A. Product(s) ship from Global Data Center's vendors may exceed the standard delivery time.
- B. Some of the Direct Ship from Global Data Center's vendors is the Non-Cancelable, Non-Returnable (NCNR), and in some cases if the NCNR does not obtain by the Global Data Center, it is absolutely subject to its vendors/manufacturers Terms and Conditions.
- C. Global Data Center pays to its vendor(s) for the Direct Shipping, and at the same time it will process Buyer's credit card; however, the vendor's direct shipping may exceed 15-Days delivery time.
- D. Global Data Center reserves the right to increase a Direct Ship product's price, if its vendor raised the price even after receiving an order.

26. Discontinue Product by Manufacturer:

The following terms and conditions shall apply for the *Discontinue Product by Manufacturer*:

- A. When a product's part number declared End of Life (EOL), and discontinued by its respected manufacturer; Global Data Center reserves the right to cancel or may offer the alternative product(s) with the different part number, manufacture, and price for the order received earlier.
- B. While we and our vendor(s) make every attempt to maintain deep inventory levels in order to avoid shipping delay; however, items shown in our Website or GSA Advantage's order may become allocated, discontinued, or End of Life (EOL); as the result, Global Data Center reserves the right to cancel an order received earlier.

27. Drop Shipping

The following terms and conditions shall apply for the *Drop Shipping*:

- A. Some of the Global Data Center's products and services will be shipped directly from its vendors. All Drop Ships are absolutely NCNR; which is Non-Cancelable, Non-Returnable, No Returns Even on the Sealed Parts and Packaging item, unless for the warranty purpose, which should be contacted directly with the respected manufacturer.
- B. The product(s) ships directly from Global Data Center' vendor(s) are considered as a Direct Ship and the Return due to the Wrong Product Ordered, or Damaged Products is subject to Global Data Center and its vendor Sales Terms and Conditions policies.

28. Electronic Delivery

The following terms and conditions shall apply for the *Electronic Delivery*:

- A. All Software, Product Licensing, Maintenance Service/Warranty and Support Sales are absolutely Final.
- B. Global Data Center does not provide technical support in regard to software installation, operation, configurations, and how to work with it. All support must be obtained directly from the respected manufacturers.
- C. Global Data Center highly recommends contacting the respected manufacturers before purchasing any Software, Product Licensing, Maintenance Service/Warranty, and Support from its Website or GSA Advantage, because they are absolutely (NCNR), which is Non-Cancelable, Non-Returnable, and No Returns Even on Sealed Parts, Packaging item, or not being used.

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- D. All Software, Software, Product Licensing, Maintenance Service/Warranty, and Support sales will be sent in a form of Electronic Delivery only One Time to a designated recipient whom provided by the Global Data Center's customer, and will not be repeated, redirected, or reassigned to a different person with the different name, and email address after the first-time successful delivery.
- E. All Software, License, Maintenance, and Support Sales are Non-Cancelable, Non-Returnable.

29. Error in Listing Product's Price on the Global Data Center's website:

If an error in product's price is made, and a product is listed on Global Data Center's website at an erroneous price, we shall maintain the right to refund or cancel orders placed at the incorrect price. However, If the order has been confirmed and charged to your credit card, Global Data Center shall instantaneously issue a credit for the same amount of the incorrect product or service' price.

30. Excuse of Performance:

Seller shall not be liable for delays in performance or for non-performance due to acts of God, acts of buyer, war, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocation, delay delivery by the Seller's vendors, laws, regulations, circumstances, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any or the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing.

31. Expedite Shipping

Global Data Center does not provide expedite shipping. The shipping is based on standard Ground Shipping method, and mostly with FedEx and UPS.

32. Force Authorization:

Global Data Center will cancel any orders with the Force Authorization credit card processing status. If a credit card declined due to Force Authorization, we will ask for a different credit card that does not need to conduct the Force Authorization; otherwise, we will cancel our Buyers PO in order to provide them the opportunity to purchase the product(s) listed on their order to us from other institutes that they can conduct the Force Authorization for their order.

33. Governing Law:

The validity, performance and all other matters relating to the interpretation and effect of this agreement shall be governed by the laws of the State of California. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in California and the parties agree to submit to such jurisdiction. This agreement and sales hereunder shall be governed by the laws of the State of California, without regard to conflicts of law's rules. The customer consents to jurisdiction of federal or state courts located in Orange County, California for the purpose of any suit, action or proceeding arising out of this sales agreement.

34. Heavy Item Shipment

All products weighted more than 50 Lbs. are absolutely NCNR, which is Non-Cancelable, Non-Returnable, No Returns Even on Sealed Parts and Packaging item, unless for the warranty purpose, which should be contacted directly with the respected manufacturer.

35. International Sale:

The following terms and conditions shall apply for the *International Sale*:

- A. International shipment shall be paid by credit card, or prepayment in a form of Wire Transfer.
- B. All international shipment are Non-Cancelable, Non-Returnable (NCNR).

36. Inspecting a Shipment Received:

You should refuse any packages if come with physical damaged condition. If you may accept the damage package, short shipment, wrong product part number; please make sure it is noted on the carrier's delivery record. Furthermore, it is absolutely important to take pictures of the damaged box (es) in order to file a damage claim, and notify Global Data Center within three 10-days of the receiving goods via email at the following addresses. The replacement for the damaged package report beyond the 10-days of the receiving good days will not be accepted. Please include the photos of the damaged package(s) outer box from the different angle as evidence. The inspection of a shipment received is the Buyer responsibility, and the following inspection should be conducted and reported to the Global Data Center within 10-days of the receiving goods.

- A. The products should be matched against the purchase order requirements and other relevant documents (for example: correct manufacture's part number.)

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- B. The quantity ordered against the quantity shipped or delivered. Short of receiving goods MUST be reported within 10-days of the receiving goods via email at the following addresses.
- C. Please inform Global Data Center for any short shipment within 10-days of the receiving goods via email at the following addresses.
- D. Damaged boxes report beyond the 10-days of the receiving goods will not be accepted. Please see the provision of the *Damaged Package or Freight Damage* of this Terms and Conditions.
 - support@globaldatacenter.com

37. Intellectual Property:

The text, graphics, and HTML code display on the Global Data Center's website are absolutely protected by US and International Copyright Laws, and no portion of its site may not be copied, reprinted, published, translated, hosted, or otherwise distributed by any means without explicit permission of the GLOBAL DATA CENTER. You are not permitted to use the registered trademarks, logos, or service marks without the unequivocal prior written consent of the GLOBAL DATA CENTER. and/or its subsidiaries, and affiliates.

38. International Shipment:

The following terms and conditions shall apply for the *International Shipment*:

- A. All international shipments are absolutely Non-Cancelable, Non-Returnable (NCNR), No Returns Even on Sealed Parts and Packaging item when is shipped, or on the way to the Buyer's final destination
- B. International shipping is absolutely credit card payment, or prepayment, and it must be paid before delivery by the Buyer.

39. Jurisdiction and Venue:

You agree that any legal action brought against Global Data Center shall be governed by the laws of the State of California without regard to its conflict of law principles. You agree that the sole jurisdiction and venue for any litigation arising from your use of or orders made on the Global Data Center's sites shall be an appropriate Federal or State court located in Orange County California.

40. Limitation of Liability:

- A. In no event shall Global Data Center and its subsidiaries or affiliates, or their respective partners, officers, directors, employees, shareholders, representatives or agents (collectively, "GLOBAL DATA CENTER.") will not be liable for lost profit of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by third party except as expressly provided herein. You agree that Global Data Center's maximum liability arising from any product sold by Global Data Center shall not exceed the price of such a product. Some jurisdictions do not allow the limitation of exclusion of liability for certain damages, so the above may not apply to you to the extent such as jurisdiction's law applicable to this agreement.
- B. Global Data Center will not be liable for products or services not being available for use, or lost, or corrupted data, or software. Customer agrees that for any liability related to the purchase of products or services, Global Data Center is not liable, or responsible for any amount of damages above the aggregate dollar amount paid by the customer for purchase (s) under this agreement.
- C. IN NO EVENT WILL GLOBAL DATA CENTER. AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO PURCHASING PRODUCTS AND SERVICES OF THE GLOBAL DATA CENTER. LISTED ON GSA ADVANTAGE, AND ITS WEBSITE (WWW.GLOBALDATACENTER.COM). OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT OF THE PRODUCT PURCHASED. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR PURCHASE ORDER (PO) / ORDER. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

41. LIMITATION OF REMEDY AND LIABILITY:

- A. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIRING, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY THE BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR

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CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES.

- B. THE TERM 'CONSEQUENTIAL DAMAGE' SHALL INCLUDE, BUT NOT BE LIMITED TO LOSS OF ANTICIPATED PROFITS, BUSINESS INTERRUPTION, LOSS OF REVENUE, COST OF CAPITAL, OR LOSS OF DAMAGE PROPERTY AND EQUIPMENT. IT IS EXPRESSLY UNDERSTOOD THAT ANY TECHNICAL ADVICE FURNISHED BY THE SELLER OBTAINED, ALL SUCH ADVICE BEING GIVEN ACCEPTED AT BUYER'S RISK.

42. Limitations of Seller's Responsibility:

Seller is a material supplier only, and not a building contractor. Seller is not responsible for architectural plans, job site or field measurements; cost of the job site reworked, cost of delay damages or other installation costs. No claims by Buyer for installation or removal costs of defective material will be honored by us, nor will claims for right to recover by securing substitute goods or any other special, consequential, or incidental damages.

43. Making Purchase by Phone Call:

Buyer can make purchase directly by calling Global Data Center. The following data will be recorded by Global Data Center's representative for a successful purchase order by phone:

- Name
- Email address
- Phone number
- Credit Card Number and Expiration Date
- Credit Card Billing Address (it must be received via email)
- Ship To Address (it must be received via email)
- Acknowledged and Confirmed Product Purchased (it must be received via email)

44. Minimum Amount of a Combined Purchase:

Global Data Center set the minimum combined purchase on its website (GLOBALDATACENTER.COM), , which is \$300.00 at this time. All inquiries for product's images, specification for a Minimum Amount of a Combined Purchase should be obtain from respected manufacturer if the minimum combined purchase is less that the amount set by Global Data Center on its website (GLOBALDATACENTER.COM), .

45. Memory Sale and Pricing:

The following terms and conditions shall apply for the *Memory Sale and Pricing*:

- A. All Memory Pricing is subject to change without prior notice and only valid on the day it is given.
- B. Purchase of the memory(s) is absolutely Non-Cancelable, Non-Returnable (NCNR), No Returns Even on Sealed Parts and Packaging item when is shipped, or on the way to the Buyer's final destination.

46. No Modification:

This terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of this terms and conditions. No change modification, revision, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed in its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or another documentation containing terms at variance with or in addition to those set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver is expressed in writing and signed by the party to be bound.

47. Non-Cancelable, Non-Returnable (NCNR):

The Non-Cancelable, Non-Returnable (NCNR) notice will be sent to the Buyer for some orders before shipping the goods from the Global Data Center or its vendors' warehouse to the address listed on the Buyer's order. The following terms and conditions shall apply for the *Non-Cancelable, Non-Returnable (NCNR)*:

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- A. The product(s) purchase under Non-Cancelable, Non-Returnable (NCNR) condition; No Returns Even on Sealed Parts and Packaging item(s) when is shipped, or on the way for the concluding delivery are absolutely FINAL.
- B. Global Data Center will not accept return for the sales of the product(s) under Non-Cancelable, Non-Returnable (NCNR) condition, except for the following reasons, which must be contacted via email to the to *gov@globaldatacenter* within ten (10) days, of the receiving goods:
 - 1. *Damage Package(s)*: The provision of the Damaged Package or Freight Damage will apply for the damaged package.
 - 2. *Wrong Product(s) Shipped by Global Data Center or its Vendor (Direct Ship)*.
- C. Global Data Center reserves the right to cancel any Purchase Order if the "Acknowledged and Confirmed NCNR" not received from its buyer.
- D. The ship date starts from the date that the Global Data Center's receive "Acknowledged and Confirmed NCNR" from its buyer.

48. Non-TAA Items:

Global Data a Center makes the utmost effort in order not to list any products from the Non-TAA Compliant Countries. However, despite many filtrations have been set up in order to prevent the Non-TAA items be transferred into ; unfortunately, some items erroneously may slip through into its GSA catalog. In this circumstance, Global Data Center does not sell such item as a GSA product(s), and will inform its customer in writing that the item will be sold only based on Open Market's item, and at the same time the Non-TAA's items will be marked to be remove from its as timely as possible.

49. Open Market Item:

Global Data a Center makes the utmost effort in order to not list any products from the Non-TAA Compliant Countries. However, despite many filtrations that have been setup in order to prevent the Non-TAA items be transferred into ; unfortunately, some items erroneously may slip through into its GSA catalog. In this circumstance, Global Data Center does not sell such item as a GSA product(s), and will inform its customer in writing that the item will be sold only based on Open Market's item, and at the same timed the Non-TAA's items will be marked to be remove from its as timely as possible.

50. Open Package or Product's Seal is Broken:

The following terms and conditions shall apply for the *Open Package or Product's Seal is Broken*:

- A. The return of the Open Package or Product's Seal is Broken is subject to GDC's vendor's acceptance.
- B. All returned product(s) due to wrong product(s) ordered; if the original manufacturers' packaging opened is subject to 25-percent (25%) Re-Stocking Fee, plus the original shipping cost, and must be return within 15-days of the receiving the goods.
- C. The return of the Open Package or Product's Seal is Broken due to wrong product ordered by the Buyer may not be accepted if the product(s) has been shipped directly from the Global Data Center's vendor.

51. Orders-Payment Terms-Interest-Taxes:

The following terms and conditions shall apply for the *Orders-Payment Terms-Interest-Taxes*:

- A. Global Data Center may invoice parts of an order separately.
- B. The Acceptance of an Order is the Global Data Center's sole discretion.
- C. The Customer is responsible for sales, and all other taxes associated with the order.
- D. Customer agrees to pay interest on all past-due sums at the highest rate allowed by law.
- E. Orders are not binding upon Global Data Center, until accepted by Global Data Center's terms of payment.
- F. Invoices are due and payable within the time period noted on the invoice, and measured from the date of the invoice.

52. Packages with Physical Damaged Condition:

The following terms and conditions shall apply for the *Packages with Physical Damaged Condition*:

- A. You shall refuse any packages if comes with physical damaged condition.

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- B. If you may accept the damage package, make sure it is noted on the carrier's delivery record, and take pictures of the damaged box(es) in order to file a damage claim, and notify Global Data Center at the within 10-days of the receiving goods via email at the following addresses.
- C. Damaged box's report beyond the 10-days of the receiving goods will not be accepted.
- D. Please include the photos of the damaged package(s) outer box from the different angle as evidence.
 - support@globaldatacenter.com

53. Payment Terms:

Buyer will make payments to Seller according to the terms, and conditions set forth in Seller's invoice. Seller shall have the right, among other remedies, either to terminate this agreement or to suspend further performance under this and/or other agreement with Buyer in the event buyer fails to make any payment when due. Buyer shall be liable for all expenses, including attorney's fees, relating to the collection of past-due amounts. Should Buyer's financial responsibility become unsatisfactory to Seller, cash payments or security satisfactory to Seller may be required for future deliveries of the Goods theretofore delivered. If such cash payment or security is not provided, in addition to Seller's other rights and remedies, Seller may discontinue deliveries. Buyer hereby grants seller a security interest in all Goods sold to Buyer by Seller, which security interest shall continue until all Goods is fully paid for in cash.

54. Pre-RMA Questioner

Buyer is responsible to answer to the Global Data Center's Pre-RMA Questioner within 10-days of the requesting RMA via email to support@globaldatacenter.com.

55. Pricing Adjustments:

Global Data Center reserves the right to make pricing adjustments due to following reasons:

- A. Changing market conditions.
- B. Product discontinuation.
- C. Manufacturer's price changes.
- D. Promotion price expired.
- E. Errors in advertisements.
- F. Typographical errors
- G. Errors in quoting.
- H. Overall Global Data Center's cost is increased
- I. All products and services' pricing is subject to change without prior notice, and available while supplies last.

56. Prices and Product Availability:

Prices and product availability are subject to change without notice, and available while supplies last.

57. Product's Compatibility:

All requests for technical service and support for the new products should be made directly to the manufacturer in accordance with their terms and conditions. Global Data Center will NOT provide technical support or provide the product's compatibility in customer environment, and existing platform. All technical and installation assistance must be obtained directly from the product's manufacturer.

58. Product Information:

The products' information on Global Data Center's website gathered from its vendors, and Global Data Center assumes no responsibility for the accuracy of such information or its performance to a specific use or application. The definite performance of product(s) may vary based upon many factors, and may be less than stated on the product's overview and specifications. Please refer to the manufacturer for the detail product's information and explanations. Global Data Center shall not be held responsible for the inaccuracies of the product's data and images that provided by its vendors/manufacturers, and it reserves the right to reject, cancel any orders placed based on this erroneous information. All technical and installation assistance must be obtained directly from the product's manufacturer.

59. Product's Overview, Specifications, and Images:

The product's overview, specifications, and images are provided by the Global Data Center's vendor, and they may not be exactly accurate as shown on the Global Data Center's Website. Please refer to the manufacturer for the detail product's information and explanations. Global Data Center shall

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not be held responsible for the inaccuracies of the product's data that provided by its vendors/manufacturers, and it reserves the right to reject, cancel any orders placed based on this erroneous information.

60. Product's Specifications, Performance, Merchantability, and Fitness:

Products will be sold explicitly base on the manufacturer's part number (MPN), and specifications come with the part number provided by the respected vendor/manufacture, and Global Data Center makes no other express or implied warranty for any kind for products with regard to the performance, merchantability, or fitness for any particular purpose.

61. Product's Description and Specifications:

Products will be sold explicitly based on the manufacturer's part number, description, and specifications come with the part number, which is provided by our vendors/manufacture to us. Global Data Center makes no other express or implied warranty for any kind of the products with regards to the specifications, quality, performance, merchantability, fitness, composite material, and computability in customer environment and/or existing platform. We strongly suggest to our customer to contact with the respected manufacturers directly for additional information in order to obtain the correct part number for their needs.

62. Quotation Disclaimer:

The following terms and conditions shall apply for the Quotation Disclaimer:

- A. *Disclaimer of the Product's Image, and Description:* The product's overview, specifications, and images are provided by the Global Data Center's vendor; please refer to the manufacturer for the detail additional explanations. Product may not be exactly as shown. Global Data Center makes the best effort in order to ensure the accuracy of the above information. However, if at any time the product's image, or descriptions contain inaccuracies, Global Data Center shall not be held responsible or liable, and it reserves the right to reject/cancel any orders placed based on this erroneous information. Global Data Center strongly recommends contact the manufacturer in order to obtain the precise product's part numbers for your needs. Thank you.
- B. *Quote Confidentiality Notice (Privacy Act of 1974):* The quote offers by Global Data Center is intended only for the person(s) named in the message header and its organization, and shall not be disclosed to any person, or to another agency under Conditions of Disclosure to Third Parties of the Privacy Act of 1974 Enacted by the 93d United States Congress, except pursuant to a written request by, or with the prior written consent of, the individual/organization to whom the record pertains." 5 U.S.C. § 552a(b).

63. Quotes:

The following terms and conditions shall apply for the *Quotes*:

- A. Global Data Center's reserves the right to make pricing adjustments due to changing market conditions, product discontinuation, manufacturer's price changes, errors in advertisements, typographical errors and/or errors in quoting, and other extenuating circumstances for all prices of products, and services listed on its Website, . All products and services' pricing is subject to change without prior notice, and available while supplies last.
- B. Global Data Center sells its products and services explicitly based on manufacturer's part number (MPN), and not the product's description. Please contact directly with the respected manufacturer in order to obtain the detail product's specifications, descriptions, and images.
- C. Global Data Center's quote(s) for its potential buyers are in US Dollars.
- D. Global Data Center makes no other express or implied guaranty for any kind in regard to products' specifications, fitness, and performance on its quote; please contact manufacturer for additional detail explanations.
- E. The Quote is not guaranteed to meet bid specifications, because all the information of a product provided by the Global Data Center's vendor. Please contact manufacturer for product detail information.
- F. A quote will not be provided if the total amount of the quote request is less than total minimum amount of the purchase set buy the Global Data Center.
- G. Price, availability and product specifications are subject to change without notice.
- H. Global Data Center's quote(s) are based on best information available by its vendor(s) at the time of quotation.
- I. The product's price listed on the Global Data Center's quote may include its vendor discount or promotion, and it can expire without notice.
- J. Quote will not be provided by the Global Data Center for the inquiry of less than \$300.

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64. Quote Confidentiality Notice (Privacy Act of 1974):

The quote offers by Global Data Center is intended only for the person(s) named in the message header and its organization, and shall not be disclosed to any person, or to another agency under Conditions of Disclosure to Third Parties of the Privacy Act of 1974 Enacted by the 93d United States Congress, except pursuant to a written request by, or with the prior written consent of, the individual/organization to whom the record pertains." 5 U.S.C. § 552a(b).

65. Receiving, Inspecting, Testing, Storing, Installing, Starting up and Maintaining all Goods:

Buyer shall be responsible for receiving, inspecting, testing, storing, installing, starting up, and maintaining all goods.

66. Redelivery:

The following terms and conditions shall apply for the *Redelivery*:

- A. Redelivery is subject to extra shipping and handling cost to the buyer. If the unsuccessful first-time delivery (original delivery) be the fault of the buyer for any reasons, the redelivery is subject to extra shipping and handling cost, and must be paid in advanced by the Buyer's credit card.
- B. If the unsuccessful first-time delivery (original delivery) be the absent, and the fault of the buyer for any reasons, the redelivery is subject to extra shipping and handling cost, and it must be paid by the Buyer's Credit Card in advanced in order to Redelivery schedule by the Global Data Center.
- C. Even if the Buyer decided to cancel his/her order with Global Data Center due to the cost of redelivery; the cost of the first time (original delivery) delivery will be deducted from the total amount refund to the buyer. However, it must not be sold under Non-Cancelable, Non-Returnable (NCNR).
- D. If the Product(s) has been sold under Non-Cancelable, Non-Returnable (NCNR), the Sales is Final, and redelivery cost must be paid to Seller in advance by credit card.
- E. If the customer refuses delivery from Global Data Center or its vendors for the reasons other than those agreed to in writing within the order document; the customer will be responsible for all initial shipping and re-delivery charges.

67. Refuse Damaged Package:

The following terms and conditions shall apply for the *Refuse Damaged Package*:

- A. You shall refuse any packages if comes with physical damaged condition, and the provision *Damaged Package or Freight Damage* of this Terms and Conditions will apply for the damaged package.
- B. If you may accept the damage package, make sure it is noted on the carrier's delivery record, and take pictures of the damaged box(s) in order to file a damage claim, and notify Global Data Center within 10-days of the receiving goods via email at the following addresses. Damaged boxes report beyond the 10-days of the receiving goods, the replacement of the product(s) will not be accepted. Please include the photos of the damaged package(s) outer box from the different angle as evidence.
 - support@globaldatacenter.com

68. Restocking Fee:

Return of wrong product(s) ordered by the customer is subject to 25-percent (25%) restocking fee, plus Shipping and Handling Cost of the original shipment to customer; however, it must be within 10-days of the receiving goods.

69. Returned Product:

The following terms and conditions shall apply for the *Returned Product*:

- A. The sales of the product(s) under Non-Cancelable, Non-Returnable (NCNR) condition is absolutely Final and will not be accepted to return even on sealed parts and packaging item.
- B. Return of a product(s) for any reasons by the customer must be within 15-day after receiving the product(s), and after 15-days, the Sales is Final, and no credit or return material authorization (RMA) will be given by the Global Data Center.
- C. Return of wrong product(s) ordered must be within 15-days after receiving the product(s), and after 15-days, the Sales is Final, and no credit or return material authorization (RMA) will be given by the GLOBAL DATA CENTER.
- D. The return of the Open Package or Product's Seal is Broken is subject to Global Data Center's vendor acceptance.
- E. All returned product(s) due to wrong product(s) ordered; if the original manufacturers' packaging opened is subject to 25-percent (25%) Re-Stocking Fee, plus the original shipping cost, and must be return within 15-days of the receiving the goods.

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- F. All products returned MUST be 100-percent complete; contain all original boxes, documentation, packing materials, have original UPC codes on the manufacturer boxes, and other accessories provided by the manufacturer.
- G. Return of product(s) for any reason is absolutely subject to the Global Data Center, and its vendor policies. Please provide the detail description of your wrong product ordered via email and send it to the following addresses:
 - support@globaldatacenter.com
- H. Return of wrong product (s) ordered by the customer is subject to 25-percent (25%) restocking fee, plus original shipping and handling cost to customer, and MUST be within 15-days after receiving the product(s).
- I. No Goods may be returned without first obtaining Seller's Written Return Material Authorization (RMA); otherwise, the Goods will not be accepted.
- J. If the return is due to no fault of Seller, a service charge equal to or greater of, then twenty-five percent (25%) will be deducted as well as the transportation charges paid by Seller in an original shipment.
- K. Goods must be securely and carefully packaged to reach the seller or seller's vendor in good condition.
- L. Seller reserves the right to deduct for any damage sustained in transit back to its vendor warehouse.
- M. All Goods must be in first class, resalable condition. No used, damaged or out-of-date material will be accepted. If any such material is received, it will be returned to Buyer at the Buyer's expense.
- N. Please contact Global Data Center via emails in order to obtain a Return Merchandise Authorization (RMA) number before shipping your product, because no returns of any type will not be accepted without an RMA number.
 - support@globaldatacenter.com
- O. Global Data Center strongly recommends you fully insured your return shipment.
- P. Please contact directly to the respected manufacturers for any repair or warranty issue after 10-days of the receiving goods.
- Q. Shipping charges are not refundable.
- R. You are responsible for shipping charges on returned items of the Wrong Product Ordered.
- S. You should refuse any packages if comes with physical damaged condition. If you may accept the damage package, make sure it is noted on the carrier's delivery record in order to file a damage claim, and notify Global Data Center via email immediately.
- T. You can Return your product(s) for the following reasons to Global Data Center:
 - Damage Package(s): The provision of the *Damaged Package or Freight Damage* of this Terms and Conditions will apply for the damaged package.
 - Wrong Product(s) Shipped by Global Data Center or its Vendor (Direct Ship).

70. RMA Terms & Conditions:

The following terms and conditions shall apply for the *RMA Terms & Conditions*:

- A. Please contact us via email at support@globaldatacenter.com for obtaining the Return Material Authorization (RMA)
- B. No Goods may be returned without first obtaining Seller's Written Return Material Authorization (RMA); otherwise, goods will not be accepted.
- C. If the return of Goods is made necessary through the fault of Seller, a Return Material Authorization (RMA) will be issued by Seller, and the Seller will give the buyer the full credit, including return transportation charges.
- D. If the return is due to no fault of Seller, 25% (twenty-Five Percent Five Percent) Re-Stocking Fee as well as the original shipping cost will be deducted from the total credit to the buyer.
- E. The return of the goods is absolutely and without any exception is subject to the approval of the Global Data Center, its vendors and manufacturers.
- F. Return goods must be securely and carefully packaged in order to ship to the seller in good condition.
- G. Seller reserves the right to deduct for any damage sustained in transit back to them.
- H. All goods must be returned in complete, good condition, including all accessories, brochures, user's guide, and literatures.
- I. Shipping cost for the return of wrong product(s) ordered is the Buyer's responsibility.
- J. The RMA issued to the Buyer will be valid for 15-calendar days.
- K. RMA's received after the 15-days timeframe will be rejected, and returned at the senders' expense.
- L. Product must be returned in the condition authorized by the seller (sealed, opened, damaged, etc.); any deviation from these conditions requires pre-approval from Global Data Center.

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- M. Sealed products must be in manufacturers sealed and tape unbroken condition, and no visible damage (e.g. rips, tears, compressions, holes or dents).
- N. Defective items must be in original condition, complete with all packaging and accessories.
- O. RMA number should be visibly written on the shipping label only and not actual product or product's packaging (for single or multiple boxes).
- P. Do not write the RMA number on or inside the carton (actual product packaging); please use pouch or clear plastic bag for your packing list.
- Q. Please remove the old shipping label (if applicable). There must be no stickers (other than the shipping label), markings, or writings on the manufacturer's packaging.
- R. Please use a sturdy shipping box in order to avoid carrier damage, and insured your shipment. Seller will not be responsible for any loss or carrier damage during transit when you send back the RMA return.
- S. No RMA will be given for any sales of the product(s) under Non-Cancelable, Non-Returnable (NCNR) condition even on sealed parts and packaging item.

71. Sales of the TV, Monitor, Display Unit, and Smart Board:

Global Data Center and its vendor take every precaution to ensure TV, Monitor, Display Unit, and Smart Board will arrive in new complete and undamaged condition in Buyer's destination. However, shipment accidents sometimes occur; please see following policy for the sales of the TV, Monitor, Display Unit, and Smart Board:

- A. The products received must be matched against your purchase order (for example: correct TV's part number).
- B. The quantity ordered against the quantity shipped or delivered.
- C. If any outer box or packaging of your product has any visible sign of the torn or damage, please refuse to accept or sign any documents, and have the Shipping Company's driver to return the goods to the sender.
- D. Always use two people to carry or mount your product.

72. Sales Only by the Manufacturer Part Number (MPN):

The Manufacturer Part Number (MPN) is a unique identifier set by the product's manufacturer to differentiate it from similar parts and counterfeits. Using manufacturer Part Number eliminates guesswork and puts the buyers' minds at ease; because they know that they are getting the right product(s).

- A. Global Data Center sells its entire line of products ONLY by the MPN and not the product's image, descriptions, overview, or specifications.
- B. Products will be sold explicitly base on the manufacturer's part number, and specifications come with the part number provided by the respected vendor/manufacture, and Global Data Center makes no other express or implied warranty for any kind for products with regard to the performance, merchantability, compatibility, or fitness for any particular purpose.

73. Service and Support:

All requests for technical service and support for the new products should be made directly to the manufacturer in accordance with their terms and conditions. All technical support, compatibility, and installation assistance must be obtained directly from the product's manufacturer.

74. Shipping:

All shipments routed by Seller are shipped F.O.B. shipping point, with transportation charges pre-paid the cheapest way ship within the United States; except Alaska, Guam, Hawaii, Puerto Rico, and International.

75. Ship to APO and FPO Address: Global Data Center does not ship to APO or FPO address, and international destination; for all APO and FPO addresses, Buyer shall provide a US Consolidation Point or a Freight Forwarder with the Transportation Account Code (TAC), and Transportation Control Number (TCN).

76. Ship only to the Contiguous United States (CONUS): Global Data Center conducts the shipping only to Contiguous United States (CONUS), and it does not ship to Alaska, Guam, Hawaii, Puerto Rico, APO, FPO, and internationally.

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77. Shipping Charges for Orders Heavier than 25 Lbs.:

If shipping items or a complete order heavier than 25 Lbs. may subject to extra cost, which will be notified to the buyer by Global Data Center's representative before shipment.

78. Shortage of Item in a Product's Package Received by Buyer:

The following terms and conditions shall apply for the *Shortage of Item in a Product's Package Received by Buyer*:

- A. Purchaser shall notify Seller (GLOBAL DATA CENTER.) for any short-shipment within 15-days of the receiving goods via email to the following addresses.
 - support@globaldatacenter.com
- B. The short-shipment report to Seller beyond the 15-days of the receiving goods will not be accepted, and the sales are Final.

79. Software, License, Maintenance, and Support Sales:

The following terms and conditions shall apply for the *Software, License, Maintenance, and Support Sales*:

- A. All Software, License, Maintenance and Support Sales are absolutely Final.
- B. All Software, License, Maintenance, and Support Sales are Non-Cancelable, Non-Returnable.
- C. Global Data Center does not provide technical support in regard to the software installation, operation, configurations, and how to work with it. All support must be obtained directly from the respected manufacturers.
- D. The Global Data Center highly recommends contacting the respected manufacturers before purchasing any Software, License, Maintenance, and Support from its Website or GSA Advantage, because they are absolutely (NCNR), which is Non-Cancelable, Non-Returnable, and No Returns Even on Sealed Parts, Packaging item, or not being used.
- E. All Software, License, Maintenance and Support sales will be sent in a form of Electronic Delivery only One Time to a designated recipient whom provided by the Global Data Center's customer, and will not be repeated, redirected, or reassigned to a different person with the different name and email address after the first-time successful delivery.
- F. All software sales will be sold only by credit card.

80. Special Packing and Marking:

Seller reserves the right to charge for special packing other than standard commercial packing, made at the request of Buyer. For the orders require special marking, Seller reserves the right to assess a service charge.

81. Taxes:

The following terms and conditions shall apply for the *Taxes*:

- A. Seller reserves the right to add to the sales price of Goods, an amount equivalent to any sales taxes, duties, imports, revenue, excise or other taxes, which may be imposed and made applicable to Goods.
- B. Quoted prices do not include tax. If we are required to pay or collect any tax, duty, or levy now or thereafter exacted or imposed by any governmental authority on the manufacture, sale, delivery, and/or use of any item delivered, an additional charge will be made, therefore, unless we are furnished with a proper exemption certificate in those cases where its use is authorized by law.
- C. GLOBAL DATA CENTER. shall automatically charge and withhold the applicable sales tax to end users for orders to be delivered to addresses within California. Each customer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other state.

82. Terms and Conditions:

By requesting a quote and/or making a purchase from or Website (GLOBALDATACENTER.COM)

You are agreeing wholly and without any exception to its Terms and Conditions that can be found in detail at the following links:

- GLOBALDATACENTER.COM

83. Terms and Conditions Modification:

Global Data Center may at any time, and at our sole discretion, modify these Terms and Conditions, including our Privacy Policy, with or without notice to the User. Your continued use of our Service, Global Data Center's Website, following any such modification constitutes your acceptance of these modified Terms.

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84. Title- Risk of Loss:

Title to goods herein being purchased is retained by the seller until goods are paid for by the purchaser and at that time, title passes to the purchaser. Loss or damage that occurs during shipping by a carrier selected by the seller is the responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility.

85. Typographical Errors:

In the event, a product is listed at an incorrect price and information due to typographical error on Global Data Center's website, Platform shall have the right to refuse, cancel orders placed for product listed with inaccuracy.

86. U.S. Export Control Regulation:

All Goods sold to Buyer are subject to the export control laws of the United States and Buyer agrees not to resell or divert any goods contrary to such laws.

87. Use of Global Data Center Website (GLOBALDATACENTER.COM):

Your use of Global Data Center's its Website constitutes your unconditional agreement to follow, and be bound by Terms and Conditions of the GLOBAL DATA CENTER. If you may "bookmark" some portion of this Site, and may not see this Agreement; however, your use of this Site still binds you to these terms and conditions. Global Data Center reserves the right to update or modify its Terms and Conditions at any time without prior notice. Your use of the and its Website following any such change constitutes your unconditional agreement to follow, and be bound by the Terms and Conditions as changed. For this reason, we encourage you to review the Terms and Conditions whenever you purchase products or services from our Website.

88. Warranty:

The following terms and conditions shall apply for the *Warranty*:

- A. The product's warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rate capacity, and improper unpacking or installation.
- B. After 15-days of receiving goods, all sales are FINAL and no warranty replacement, refunds will be made, and all problems in regard to the product's performance, defective, malfunctions repair, replacement must be contacted directly with the respected manufacturer.
- C. Within fifteen (15) days after receiving goods by the buyer, any product defects and malfunctions must be notified to seller via email.
- D. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods, either alone or in combination with other products.
- E. New products carry manufacturer's warranties, and they should be sent directly to the respected manufacturer for the service and warranty purpose.
- F. Products will be sold explicitly base on manufacturer's part number, and specifications come with the part number provided by the respected manufacture, and Global Data Center makes no other express or implied warranty for any kind for products with regard to performance, merchantability, or fitness for any particular purpose.
- G. Global Data Center does not guarantee product compatibility.
- H. Customer modification, physical damage, abuse, tamper, missing part, improper installation, maintenance, misuse, neglect, unsuitable environment, excessive or inadequate electrical power, surge current or voltage, changing firmware (micro code), improper return packaging, broken or removed warranty stickers, or other irregularities shall void all warranties.
- I. The ship back of the replacement product by the Global Data Center due to the Wrong Product ordered by the buyer is subject to freight charges, and it is the customer responsibility to pay shipping cost as well as the value of replacement product (new part number) in advanced by credit card.

89. Wrong Product Ordered:

The following terms and conditions shall apply for the *Wrong Product Ordered*:

- A. Return of wrong product(s) ordered must be within 15-days after receiving the product(s), and after 15-days, the Sales is Final, and no credit or return material authorization (RMA) will be given by the Global Data Center; however, it must not be sold under Non-Cancelable, Non-Returnable (NCNR) condition.

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- B. Return of the wrong product(s) ordered back to Global Data Center or its vendor's warehouse is the Buyer's responsibility, and must be shipped within the date authorized for returning the goods.
- C. Return of the wrong product(s) ordered and its shipping cost is the Buyer's responsibility.
- D. Request for the return of the wrong products ordered must be in writing via email, and the date of first email is the absolute reference of Return Request, and it must be within 15-day after receiving the product(s), and after 15-days, the Sales is Final, and no credit or return material authorization (RMA) will be given by the Global Data Center.
 - support@globaldatacenter.com
- E. All products returned MUST be 100 percent complete; unopened, contain all original boxes, documentation, packing materials, have original UPC codes on the manufacturer boxes, and other accessories provided by the manufacturer.
- F. The 25-percent Restocking Fees will apply for wrong product ordered as well as the Shipping and Handling Cost of original shipment (first shipping).
- G. Buyer must provide the shipping tracking number to Global Data Center within the 15-days eligible period of the returning the Wrong Product Ordered.
- H. If the packaging and box are opened, factories seal Broken even during the 15-days' time frame of the return; the product's return is subject to Global Data Center's vendor return policy and its acceptance.
- I. The following deduction will be applied if the return of the wrong product(s) ordered accepted by the Global Data Center:
 - Twenty five percent (25%) Restocking Fees.
 - Shipping and Handling Cost of original shipment (first successful delivery).
- J. After 15-days of receiving the product(s) all Sales are FINAL, and no return will be accepted.
- K. The sales of the product(s) under Non-Cancelable, Non-Returnable (NCNR) condition is absolutely final and will not be accepted to return for any reasons even on sealed parts and packaging item
- L. The ship back of the replacement product by the Global Data Center due to the Wrong Product ordered by the buyer is subject to freight charges, and it is the customer responsibility to pay shipping cost as well as the value of replacement product (new part number) in advanced by credit card.

90. Warranty Repair or Replacement:

The product(s) sells by the Global Data Center comes only with the respected vendors/manufacturer's warranty, and the Buyer shall contact the product's manufacturers directly for the purpose of the repair or replacement within warranty period of the product.

91. Disagreement with the Global Data Center's Terms and Conditions:

IF YOU MAY DISAGREE WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, PLEASE DO NOT VISIT, BROWSE, SHOP, ACCESS, OR OTHERWISE USE OF THE GLOBAL DATA CENTER'S , AND ITS WEBSITE.

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