

High-Volume, UniFit, Customer Purchase Agreement

This High-Volume, Customer Purchase Agreement for 500+ UniFit Covers (Agreement) is made by and between _____ (Customer), located at _____, and _____ (Dealer) located at _____, and SpeedSkin LLC (SpeedSkin), located at 372 S. Eagle Rd., #345, Eagle, ID 83616.

1. Customer's Order Requirements

1.1. Purchase Order Number:

1.2. Price per unit:

1.3. Quantity:

1.4 Ship-to address information:

School name:

Address 1:

Address 2:

City:

State:

Zip code:

Attention: To

1.5 Customer: Order delivery special instructions, if any:

1.6. Delivery Terms: Delivery date-range will be provided by SpeedSkin to Dealer for its Customer after all pre-order terms of this Agreement have been fulfilled (§§1-4 herein) based upon SpeedSkin's manufacturer's production schedule relative to the receipt date of prior orders.

1.6.1. Delay(s) in delivery date(s): may be caused by 1) Supply-chain issues, including raw material shortages; 2) All purchase orders will be accepted and acknowledged with the lead-times as of the date the purchase order is received by SpeedSkin. Backorders will be based on a First-In-First-Out basis. 3) *Force majeure*: Including war, terrorist attacks; and/or pandemics, and/or 4) "Acts of God": natural disasters such as, and including but not limited to, floods, earthquakes, fires, or hurricanes.

1.7 Fulfillment: **1)** orders over 500 will be packaged in boxes of #__ covers each; **2)** orders will be shipped in multiple boxes to equal the PO quantity; **3)** there will be a "broken-box charge" of \$__ if your customer order quantity requires breaking a box to match the quantity ordered, rounded up to the next increment of 25 covers.

1.8. Customer pays S&H FOB from SpeedSkin to Customer

2. Payment Terms

2.1. Full payment is due upon purchase order placement using one of the options below: Check one of the radio buttons below (required).

2.1.1. Credit card: Full payment due at time of purchase

2.1.2. Payment by School / District Check: Customer's order shall not be placed in SpeedSkin's order fulfillment production schedule until the check for 100% payment has cleared the bank and funds are deposited in SpeedSkin's account. The check memo section shall include the school entity (if different than printed on the check) and corresponding PO number referenced in this Agreement.

3. **Sample Approval or Waiver:** Check one of the below radio buttons (required):

3.1. I have evaluated a UniFit sample and confirm that the UniFit cover will fit my intended computers and are acceptable as to form, fit, function, and quality.

3.2. I choose not to evaluate a free UniFit sample. However, I confirm that the UniFit cover will fit my intended computers and are acceptable as to form, fit, function and quality.

4. **SpeedSkin's Limited, Exchange-Only Policy:** Based upon Customer's sample approval (§3.1) or waiver of sample approval (§3.2), the only two bases for product exchanges are for SpeedSkin's manufacturer defects or damage in transit.

4.1. **The following do not constitute SpeedSkin's manufacturer's defects:** **1)** standard-for-the-industry variations in the orange, dye-lot color or imprinting; **2)** thickness and variances standard within the industry, unless the letters on the keys are clearly visible through the UniFit cover (photo documentation required); **3)** warping or stretching, creasing/folding due to improper storage or exposure to excessive heat; and **4)** on some keyboards, the top, horizontal groove above the numbers row may not match the same groove of your keyboard(s).

4.2. This design element [§4.1(4) above], does not affect the cover function and is intended and necessary to accommodate the majority of Chromebook models. The sample which Customer received and evaluated contained this design accommodation. Hence, this design accommodation will not be the basis for cover exchanges. If Customer waived the sample evaluation process (§3.2) to expedite its order placement when this purchase Agreement was signed, this groove-design element will not be the basis for an exchange.

5. Exchange-Only Procedure

5.1. For SpeedSkin manufacturer's defect: Customer shall inform SpeedSkin by email, within 10 days of order receipt: **1)** the nature of the product defect(s); **2)** the number of defective covers; **3)** provide photo-documentation of the defect for all covers in the same email; and **4)** request an RMA number. If the same defect applies to many covers, a single photo will suffice.

5.2. Should SpeedSkin preliminarily agree, based on a review of the photos, that the defect(s) will impair the intended use of the UniFi cover, SpeedSkin will issue a required Return Merchandise Authorization (RMA) number and letter within 72 hours of Customer notification.

5.3. The RMA number and letter emailed to Customer will contain the number of claimed defective covers to be exchanged and return shipping instructions with label.

5.4. SpeedSkin will only exchange the defective merchandise with new covers, upon SpeedSkin's receipt of the claimed defective merchandise for physical inspection and SpeedSkin's final determination of the number of covers deemed defective and thus qualify for exchange.

5.5. If SpeedSkin determines that the returned units are functional, SpeedSkin will return the product to the Customer at Customer's expense, using Customer's carrier.

5.6. If SS determines that the returned units are defective, SpeedSkin will exchange them and ship replacement covers to Customer at SpeedSkin's expense,

6. Claims for Product Damaged in Transit

6.1. Customer shall notify SpeedSkin of the number of units damaged in transit.

6.2. SpeedSkin will replace covers damaged in transit using the RMA process detailed above (§5). Customer will return damaged units using its carrier account. Customer

shall issue a check payable to SpeedSkin for the replacement covers. Customer to be reimbursed based upon claim resolution against Customer's carrier.

7. Limited Use of Dealers' Customer Information

7.1. SpeedSkin stipulates that Dealer's Customer information is proprietary and confidential. All Customer information provided in this Agreement will be used by SpeedSkin ONLY to ensure that Dealer's Customer complies with all terms of this Agreement prior to the submission of a Customer Purchase Order (PO). Any SpeedSkin order follow-up and queries by Customers will be redirected to their respective Dealers.

8. Amendments. This Agreement may not be modified or amended except by a written Agreement signed by all Parties.

9. Notices. Any notice or communication under this Agreement must be in writing and sent via personal delivery, overnight courier service, or certified or registered mail, postage prepaid, return receipt requested and addressed to the to the address stated above or to another address as that party may subsequently designate by notice and shall be deemed given on the date of delivery.

10. No Waiver. No party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

11. Assignment. Only SpeedSkin may assign its rights and obligations under this Agreement without Dealer's or Customer's consent.

12. Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, without regard to its conflicts-of-laws provisions.

13. Disputes. Any dispute arising from this Agreement shall be resolved through binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

14. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal, and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

15. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

16. **Authorized Signatures.** Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business / school organization as named in this Agreement. Customer or Dealer's claims to the contrary after the Agreement is signed by all Parties will not be the basis for exchanges, returns, or refunds.

17. **Entire Agreement.** This Agreement contains the entire Agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, and Agreements.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall be effective as of the latest date below.

Customer:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

Dealer:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

SpeedSkin LLC:

Signature: _____

Printed Name: _____

Title: _____ Date: _____

End of Agreement

TEMPLATE ONLY