

Custom Computer Terms of Purchase SinTek Solutions, LLC

Thank you for purchasing your custom built computer from SinTek Solutions, LLC. By purchasing our custom built computers, you agree to be bound by the following Terms of Purchase.

You and SinTek Solutions, LLC (“SinTek”, “We”, “Us”) agree that these Terms of Purchase are the only rules and regulations that govern the sales transaction between you and SinTek.

1. REFUND POLICIES

Are you unhappy with your order? Did you receive faulty equipment? We can help. We offer all Sintek Customers a 30-day satisfaction refund guarantee for all purchases except for any routers, software, or any specially ordered items. You must agree to comply with the Return Procedures as stated below in order to take advantage of SinTek 's refund policies. If you do not follow the Return Procedures listed below, you may not be entitled to any refunds or returns by SinTek. Additionally, SinTek may reject all shipments that do not comply with the Return Procedures below.

2. PRODUCT RETURN PROCEDURES

If you are unhappy with your order, SinTek requires that you report all eligible products (those that are not routers, software, or any specially ordered items) to us via email at nsinagra@sinteksolutions.com. within 30 days of purchase.

If you wish to return our products, you will be responsible for shipping or delivering these products to SinTek. It is your responsibility to bear all shipping charges and all risk of loss for the return product during shipment. you must also agree that your returned product is 100% complete, in re-saleable condition, and includes the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer and SinTek. If we find that any component of the returned product is missing, Our Return Procedure can be considered breached and SinTek may reject the entire return or may choose to impose additional charges against you for replacement of the missing component(s). SinTek will not refund you the original shipping charges.

Restocking Fee: Restocking fees will not be assessed within the first 30-days from purchase. Any returns for refund after 30-days are subject to a 15% restocking fee. Refunds will not be approved after 45-days from delivery.

3 WARRANTIES. SinTek is a custom computer builder and distributor only. SinTek does not manufacture the products it sells. The products may, however, be covered by each manufacturer's warranty, service, and support policy (if any) even beyond the length of SinTek 's warranty. SinTek assigns and passes through to you any warranty of the manufacturer, and you acknowledge that you shall have recourse only under such warranties and only as against the manufacturer of the products.

3. DISCLAIMER OF WARRANTIES. SINTEK MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT. SINTEK DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.

4. LIMITATION OF LIABILITY. IN ALL CIRCUMSTANCES SINTEK'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD. SINTEK SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT. SINTEK SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST YOU, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT YOU TELL SINTEK ABOUT THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.

5. GENERAL TERMS AND CONDITIONS

Payment Terms. You agree to pay the amount(s) due as specified on the invoice and when applicable, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Shipping Charges. Your total cost for purchase of any product will include shipping and handling charges shown on Our SinTek invoice.

Title and Risk of Loss. SinTek will arrange for shipment of ordered product(s) to you, Free On Board (F.O.B.) shipping point, meaning title to the product(s) -- except software-- and risk of loss passes to you upon delivery to the carrier. SinTek reserves a purchase money security interest in the product(s) until its receipt of the full amount due. You agree to allow SinTek to sign appropriate documents on your behalf to permit SinTek to protect its purchase money security interest.

Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. You agree to be bound by any software license agreement once the seal on the package is broken. SinTek will advise you of estimated shipping dates, but SinTek will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction. Any dispute arising out of or related to these Terms of Purchase or the sales transaction between SinTek and you shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law rules. SinTek and you

consent to the exclusive jurisdiction and the venue in Allegheny County, Pennsylvania, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. You also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against SinTek that is more than one year after the date of the applicable invoice.

Severability. If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable Pennsylvania law.

Entire Agreement. These terms and conditions, together with SinTek's warranty statement and invoice respecting the products ordered by you, are the complete and exclusive agreement between SinTek and you, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between SinTek and you relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.