Terms of Sale

Fitz Enterprises LLC 22 Railroad Street, New Milford, CT 06776 860-390-3489 · mfitzpatrick@fitzenterprises.com

Version 1.0 — Effective September 22, 2026

1. Application of These Terms

These Terms of Sale ("Terms") govern the sale of hardware, software, and professional services by Fitz Enterprises LLC ("Fitz Enterprises," "we," "us") to the customer identified on a quotation, order, or invoice ("Client," "you").

These Terms apply to every quotation, order acknowledgment, and invoice we issue unless we have agreed otherwise in a signed writing. Any terms proposed by Client — including terms printed on a purchase order, vendor portal, or supplier onboarding form — are expressly rejected and have no effect unless accepted by us in writing.

Order of precedence. Where Client has executed a Master Services Agreement or other signed agreement with Fitz Enterprises, that agreement governs in the event of conflict with these Terms. Where a quotation expressly states a term that differs from these Terms, the quotation governs for that transaction only.

2. Definitions

Equipment means hardware, devices, components, and physical materials supplied by us.

Services means installation, configuration, deployment, consulting, project, and professional services described in a quotation.

Deliverables means documentation, diagrams, configurations, and written work product produced in the course of Services.

Quotation means a written quote, proposal, or statement of work issued by us.

Third-Party Products means hardware, software, subscriptions, or services manufactured, published, or provided by a party other than Fitz Enterprises.

3. Quotations and Acceptance

Quotations are invitations to purchase, not binding offers, and do not constitute a contract until accepted as described below.

Unless the quotation states otherwise, a quotation is **valid for fifteen (15) days** from its date of issue. After expiry, pricing and availability are subject to revision.

Acceptance occurs upon the earliest of: Client's signature or electronic signature on the quotation; Client's written confirmation to proceed; or Client's payment of the required deposit. Any of these constitutes Client's agreement to these Terms.

A quotation is prepared for the named Client and the specified site or sites only. It may not be assigned, transferred, or relied upon by another entity. Where Equipment or Services are intended for more than one legal entity or end user, separate quotations are required.

Quotations are based on information available at the time of preparation. Specifications, part numbers, and configurations are believed correct at time of issue. Errors and omissions are excepted.

4. Pricing

Unless expressly stated, quoted prices exclude sales and use tax, shipping, freight, insurance, configuration charges, and any duties or tariffs.

Prior to acceptance, we reserve the right to revise quoted pricing to reflect changes in vendor cost, manufacturer pricing, currency fluctuation, tariffs, or duties. We will notify Client in writing before any such revision takes effect, and Client may decline without penalty.

After acceptance, pricing for the quoted scope is firm, except where a change order is issued under Section 11 or where a Third-Party Product's price is increased by its vendor between acceptance and order placement, in which case we will notify Client and Client may cancel the affected line without penalty.

Quoted pricing is not valid in combination with any other offer, promotion, or discount.

5. Taxes

Client is responsible for all applicable federal, state, and local sales, use, excise, and similar taxes arising from a transaction, excluding taxes on our net income.

Where Client claims exemption from sales tax, Client must provide a valid, current exemption certificate **before invoicing**. Certificates received after an invoice is issued do not entitle Client to a refund of tax already remitted.

Where Services are performed in a jurisdiction that taxes technology, computer, or data processing services, such tax will be applied in accordance with applicable law.

6. Payment Terms

Unless the quotation states otherwise:

- **Equipment and materials** require payment in full, or a deposit in the percentage stated on the quotation, at acceptance. Equipment is ordered only once cleared funds are received.
- **Services** are invoiced upon substantial completion, or per the milestone schedule stated in the quotation, payable **upon receipt**.
- **Recurring services** are governed by the applicable services agreement.

Invoices not paid within fifteen (15) days of the invoice date are past due and accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by law, calculated from the fifteenth day after the invoice date.

Client shall reimburse reasonable costs of collection, including attorneys' fees and court costs, on any amount properly due and unpaid.

We may suspend performance, withhold delivery, or withhold Deliverables where Client's account is past due, without liability and without waiving any other remedy. We will give Client written notice before suspending.

Client may not withhold or set off any amount on account of a dispute unless the dispute has been raised in writing within fifteen (15) days of the invoice date.

7. Deposits, Cancellation, and Returns

Deposits become **non-refundable once Equipment has been ordered from the vendor**, which typically occurs within one business day of receipt of cleared funds.

Special-order, configured, custom, or build-to-order Equipment is non-cancellable and non-returnable.

Where a return is accepted by the manufacturer or distributor, it is subject to their return window, condition requirements, and restocking fees, all of which are passed through to Client at cost. We do not warrant that any return will be accepted.

Where Client cancels Services after acceptance, Client remains liable for Services performed through the cancellation date, for any non-returnable Equipment ordered, and for documented third-party costs incurred on Client's behalf.

8. Delivery, Title, and Risk of Loss

Delivery dates are estimates. Time is not of the essence unless expressly agreed in writing.

Unless otherwise stated, Equipment ships by standard ground delivery. Expedited, air freight, or special delivery incurs additional charges.

Risk of loss passes to Client upon delivery to the Client's site or, where we take delivery on Client's behalf, upon delivery to us.

Title to Equipment passes to Client upon payment in full. Until title passes, Client shall not encumber, pledge, or dispose of the Equipment, and we retain a purchase-money security interest in it to the extent permitted by law.

Client shall inspect Equipment upon delivery and report shortages, visible damage, or discrepancies in writing within seven (7) days. Claims made after that period may be barred by the carrier or manufacturer.

9. Lead Times, Backorders, and Substitution

Lead times are estimates supplied by the manufacturer or distributor and are not guaranteed.

We are not liable for delay or non-delivery arising from vendor backorder, manufacturer allocation, shipping or customs delay, product discontinuation, supply chain disruption, or any cause beyond our reasonable control.

Where a quoted item becomes unavailable, is discontinued, or is withdrawn by its vendor, we will propose a comparable substitute in writing. Client may accept the substitute or cancel the affected line without penalty. **Fitz Enterprises shall have no liability to Client arising from a vendor's withdrawal, discontinuation, or delay of a quoted item.**

10. Professional Services

Services are performed during standard business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern, excluding holidays, unless after-hours work is expressly quoted.

Services quoted on a fixed-fee basis cover the scope described in the quotation. Work outside that scope is governed by Section 11. Services quoted hourly are billed at the rate stated in the quotation or, absent a stated rate, at our then-current rate.

Where Client requests rescheduling with fewer than two (2) business days' notice, or where our personnel arrive on site and cannot proceed due to circumstances within Client's control, we may charge for the time reserved.

We perform Services as an independent contractor. Nothing in these Terms creates an employment, partnership, joint venture, or agency relationship.

11. Change Orders and Concealed Conditions

Scope, pricing, and schedule are based on conditions observable at the time of assessment.

Where conditions are encountered that could not reasonably have been identified in advance — including inaccessible pathways, undocumented or non-compliant existing infrastructure, structural obstructions, environmental hazards, or existing systems that fail testing — we will notify Client, pause the affected work, and issue a written change order describing the condition, the proposed remedy, and the cost.

No additional work is performed and no additional charge is incurred without Client's written approval. Approved change orders form part of the agreement.

Client-requested changes to scope after acceptance are handled through the same process and may affect schedule and price.

12. Client Responsibilities

Client shall:

- Provide timely and safe access to all work areas, including after-hours access where required
- Provide adequate power, lighting, and environmental conditions at the work location
- Designate a contact authorized to make decisions and approve change orders
- Ensure that **verified, restorable backups of all data exist prior to any migration, replacement, or reconfiguration work**
- Remove personal and non-business data from equipment scheduled for decommissioning
- Provide accurate information regarding existing systems, licensing, credentials, and third-party vendors
- Obtain any landlord, building, or regulatory consent required for the work
- Maintain appropriate insurance on its premises and property

Delays or additional work arising from Client's failure to meet these responsibilities are billable at our then-current hourly rate.

13. Data

Client is solely responsible for its data. We are not a data custodian under these Terms.

Client acknowledges that hardware replacement, migration, and reconfiguration carry inherent risk of data loss, and that Client is responsible for maintaining and verifying independent backups before work begins. We strongly recommend verifying restorability, not merely the existence of a backup.

We are not liable for loss, corruption, or unavailability of data, except to the extent directly caused by our gross negligence or willful misconduct.

Where we access Client data in the course of Services, we will handle it in accordance with any applicable services agreement, data processing agreement, or confidentiality obligation.

14. Equipment Disposal

Where Client requests removal or disposal of retired equipment, Client must provide written authorization.

Client warrants that it has removed, or has authorized us to destroy, all data on such equipment. Where requested, we will provide a certificate of data destruction.

Equipment left on site more than thirty (30) days after project completion, where Client has declined disposal, becomes Client's sole responsibility.

15. Warranties and Disclaimer

Equipment. Equipment is covered exclusively by the manufacturer's warranty. We make no independent warranty on Equipment and pass through manufacturer warranty terms without modification or enhancement. Warranty claim assistance is provided as a courtesy under an active services agreement, or is billable at our then-current hourly rate.

Services. We warrant that Services will be performed in a workmanlike manner consistent with generally accepted industry practice. Defects in workmanship reported in writing within thirty (30) days of completion will be corrected at no charge. **This is Client's sole and exclusive remedy for defective Services.**

Third-Party Products. Third-Party Products are provided as-is by their vendor and are subject to that vendor's terms, license, and warranty. We make no representation or warranty regarding Third-Party Products and are not responsible for their performance, availability, security, or discontinuation.

Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS SECTION, ALL EQUIPMENT, SERVICES, AND DELIVERABLES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, AND FITZ ENTERPRISES DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

No security guarantee. Client acknowledges that no security measure, configuration, or product can guarantee prevention of unauthorized access, malware, data breach, or system compromise. We do not warrant that any system will be secure, uninterrupted, or error-free.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(a) NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A TRANSACTION UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO FITZ ENTERPRISES FOR THE SPECIFIC EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

(c) These limitations apply regardless of the form of action, whether in contract, tort, negligence, strict liability, or otherwise, and shall survive any failure of essential purpose of a limited remedy.

(d) These limitations do not apply to liability that cannot be limited under applicable law, or to a party's gross negligence, willful misconduct, or fraud.

(e) Any claim arising under these Terms must be brought within one (1) year after the cause of action accrues, or be forever barred, except where a shorter or longer period is required by law.

17. Indemnification

Client shall indemnify, defend, and hold harmless Fitz Enterprises, its members, and personnel from any claim, loss, liability, or expense (including reasonable attorneys' fees) arising from: Client's misuse of Equipment or Services; Client's breach of these Terms; Client's failure to maintain backups or to obtain necessary consents; Client's violation of law or of a third party's rights; or the content, legality, or handling of Client's data except where caused by our gross negligence or willful misconduct.

18. Software and Third-Party Licensing

Software, subscriptions, and cloud services are licensed, not sold, and are subject to the applicable end user license agreement, terms of service, or subscription agreement of the publisher or provider.

Client is responsible for compliance with all such license terms, including seat counts, usage restrictions, and audit obligations. We do not assume responsibility for Client's license compliance.

Where we procure a subscription on Client's behalf, cancellation, renewal, and refund are governed by the vendor's terms. Many subscriptions are non-cancellable within their term.

19. Intellectual Property

We retain all right, title, and interest in our methodologies, templates, tools, scripts, processes, and know-how, including any developed or improved in the course of providing Services.

Upon payment in full, Client receives a non-exclusive, perpetual license to use Deliverables prepared specifically for Client for Client's internal business purposes.

Client shall not resell, sublicense, or distribute Deliverables to third parties without our written consent.

All trademarks, brand names, and product names referenced are the property of their respective owners.

20. Confidentiality

Each party shall protect the other's confidential information with at least the degree of care it uses for its own, and shall not disclose it except to personnel and advisors with a need to know who are bound by comparable obligations.

This obligation does not apply to information that is publicly available through no fault of the receiving party, independently developed, rightfully received from a third party, or required to be disclosed by law or court order, provided reasonable notice is given where legally permitted.

Where the parties have executed a separate non-disclosure agreement, that agreement controls.

21. Force Majeure

Neither party is liable for failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, fire, flood, severe weather, pandemic, epidemic, war, terrorism, civil unrest, labor dispute, utility or telecommunications failure, cyberattack, governmental action, supply chain disruption, or manufacturer allocation.

The affected party shall notify the other promptly and use reasonable efforts to resume performance. Where such a condition persists beyond sixty (60) days, either party may cancel the affected order, with Client remaining liable for work performed and non-returnable items ordered.

22. Compliance with Law

Each party shall comply with applicable laws and regulations in connection with a transaction under these Terms.

Client shall not use Equipment or Services in violation of applicable law, including export control, sanctions, and privacy law, and shall not export or re-export Equipment in violation of United States export regulations.

23. Assignment

Client may not assign or transfer its rights or obligations under these Terms, by operation of law or otherwise, without our prior written consent, which shall not be unreasonably withheld.

We may assign these Terms in connection with a merger, acquisition, or sale of substantially all assets, and may use qualified subcontractors in the performance of Services, remaining responsible for their work.

24. Notices

Notices shall be in writing and delivered by email with confirmation of receipt, or by certified mail or nationally recognized courier, to the addresses stated on the quotation or invoice.

Notices to Fitz Enterprises shall be sent to mfitzpatrick@fitzenterprises.com and to 22 Railroad Street, New Milford, CT 06776.

25. Changes to These Terms

We may revise these Terms from time to time. The version in effect at the date a quotation is issued governs that transaction. Revisions do not apply retroactively to accepted quotations.

The current version is published at **https://fitzenterprises.com/terms-of-sale/**. Prior versions are available on request.

26. Governing Law and Disputes

These Terms are governed by the laws of the State of Connecticut, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

The parties shall attempt in good faith to resolve any dispute through direct negotiation between representatives with authority to settle, for a period of thirty (30) days following written notice of the dispute.

Any dispute not resolved through negotiation shall be brought exclusively in the state or federal courts located in Litchfield County, Connecticut, and each party consents to personal jurisdiction and venue in those courts.

Each party waives any right to a jury trial and to participate in a class or representative action.

27. General

Severability. If any provision is held unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, and the remainder shall continue in effect.

Waiver. No failure or delay in exercising a right operates as a waiver. A waiver is effective only in writing and only for the instance given.

Entire agreement. These Terms, together with the applicable quotation and any signed agreement between the parties, constitute the entire agreement regarding the subject matter and supersede all prior discussions, proposals, and representations.

Survival. Sections 6, 13, 15, 16, 17, 19, 20, 26, and 27 survive completion, expiry, or cancellation.

Headings. Headings are for convenience only and do not affect interpretation.

Counterparts and electronic signature. A quotation may be accepted in counterparts and by electronic signature, each of which has the same effect as an original.

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