

NUVIEW IT, LLC – TERMS AND CONDITIONS OF SALE

Effective Date: February 1, 2026 - June 30, 2027

These Terms and Conditions of Sale and Service (“**Terms**”) govern all sales of hardware, software, licenses, subscriptions, other products (collectively, “**Products**”), and the delivery of certain managed information-technology services (collectively, “**Services**”) by **NuView IT, LLC** (“**NuView**”, “**we**”, or “**our**”) to the client (“**Customer**” or “**you**”). By submitting an order, accepting a quote from NuView, or engaging NuView to perform Services, you agree to be bound by these Terms. NuView may update these Terms from time to time; the most current version will be posted on our website.

Note: If you purchase Services pursuant to a separate Master Services Agreement (“**MSA**”) and Statement of Work (“**SOW**”), the MSA and SOW govern the scope, service levels, confidentiality obligations, term and renewal provisions for those Services. These Terms supplement the MSA for convenience and govern only to the extent they do not conflict with the MSA or SOW. In case of any conflict, the MSA and SOW control.

1. Applicability

These Terms apply to all quotes, orders and sales of Products and Services by NuView. Any terms or conditions proposed by Customer that are inconsistent with or additional to these Terms are rejected and shall not be binding on NuView unless expressly accepted in writing by an authorized representative of NuView.

2. Quotations & Orders

- **Quotations:** All quotations issued by NuView are non-binding and subject to change prior to acceptance. Quotations expire thirty (30) days from the date issued unless otherwise stated.
- **Orders:** Customer orders are subject to acceptance by NuView in its sole discretion. NuView may accept or reject any order. Customers must provide accurate and complete purchase order information. Once accepted, orders may not be cancelled or modified without NuView’s prior written consent.

3. Pricing & Payment Terms

- **Prices:** Prices for Products and Services are set forth in the applicable NuView quote, order confirmation or SOW. Unless otherwise stated, prices do not include shipping, handling, insurance, taxes, customs duties or other charges. Customer is responsible for all such amounts.
- **Payment:** NuView will invoice Customer as specified in the order or applicable SOW. Payment is due **thirty (30)** days from the invoice date unless otherwise agreed in writing. Past-due amounts may accrue interest at **1.5% per month** or the maximum rate permitted by law. NuView may suspend deliveries or performance of Services for late payments. Extension of credit, if any, is subject to NuView’s credit approval, and NuView may change or revoke credit terms at any time.

4. Products & Product Warranties

- **Third-Party Products:** NuView resells or facilitates the procurement of Products from third-party manufacturers, licensors, and service providers. All Products are supplied subject to the manufacturers' or licensors' warranties and terms. **NuView disclaims all warranties**, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.
- **Customer's Remedies:** Customer's sole and exclusive remedy for any defective Product is as provided under the applicable manufacturers' or licensors' warranty and return policy. NuView does not represent or warrant that any Product will meet Customer's requirements or be uninterrupted or error-free.

5. Shipment & Delivery of Products

- **Title & Risk of Loss:** Title to hardware Products and risk of loss pass to Customer upon NuView's delivery to the carrier. Shipment dates are estimates only and are not guaranteed. NuView is not liable for delays in delivery.
- **Shipping Charges:** Customer is responsible for all shipping and insurance costs. Customer must provide correct shipping information; any additional costs due to incorrect information will be borne by Customer.

6. Returns & Refunds (Products)

- **Return Authorization:** Returns of hardware Products require a return merchandise authorization (RMA) number issued by NuView. Customer must request an RMA within **fifteen (15) days** of the date of shipment.
- **Condition of Returns:** Returned Products must be in original condition and packaging, with all documentation and accessories included. NuView may charge a restocking fee. Products that are opened, used, or not in resaleable condition may not be accepted for return.
- **Non-Returnable Items:** Software licenses, subscriptions and other intangible products are non-returnable and non-refundable once delivered or provisioned.

7. Taxes & Duties

Customer is responsible for all taxes, duties and fees arising from the purchase of Products or Services, including sales, use, value-added and withholding taxes, unless Customer provides NuView with a valid tax exemption certificate. If NuView is required to pay such amounts on Customer's behalf, Customer will promptly reimburse NuView.

8. Services & Managed Services

The term “**Services**” includes support, consulting or other professional services provided by NuView, including managed information-technology services. Except as otherwise specified in the applicable SOW or MSA:

- **Scope:** NuView will perform Services in a professional and workmanlike manner in accordance with industry standards. The specific description, deliverables, service levels and responsibilities of the parties for Services are set forth in the SOW.
- **Client Responsibilities:** Customer will provide timely access to personnel, systems and information necessary for NuView to perform Services. Customer retains responsibility for its own data, network and backup unless otherwise specified in the SOW.
- **No Warranty:** NuView makes no warranties regarding Services other than those expressly stated in the SOW or MSA. Services are provided “as is” and NuView disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.
- **Limitation of Services:** NuView is not responsible for delays or failures caused by Customer’s failure to provide necessary access, third-party service interruptions, force majeure events or factors outside NuView’s reasonable control. Unless explicitly stated in a SOW, Services do not include disaster recovery, business continuity services or the development of source code.

9. Confidentiality

Both parties may receive or have access to confidential or proprietary information of the other party (“**Confidential Information**”). Each party agrees to use the Confidential Information of the other party solely for the purposes of performing under these Terms or any related agreement and to protect such information from unauthorized use or disclosure using at least the same care it uses to protect its own confidential information, but not less than reasonable care. Confidential Information includes all non-public business, technical or financial information, pricing, security data, and any other information designated as confidential or that a reasonable person would consider confidential. Confidential Information does **not** include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) is known by the receiving party without restriction prior to disclosure; (iii) is rightfully received from a third party without duty of confidentiality; or (iv) is independently developed by the receiving party without use of the disclosing party’s Confidential Information. Either party may disclose Confidential Information to the extent required by law, regulation or court order, provided that the disclosing party gives the other party prompt written notice and cooperates in seeking confidential treatment. The confidentiality obligations shall survive any expiration or termination of these Terms. For managed services engagements, additional confidentiality provisions may be set forth in the MSA.

10. Term, Renewal & Termination (Services)

Where an SOW or MSA specifies an initial term for Services, such Services will continue for that term (for example, **thirty-six (36) months**) and thereafter will automatically renew for successive periods of the same length (e.g., 36-month renewal terms) unless either party provides written notice of non-renewal during the period **beginning ninety (90) days** prior to the end of the then-current term and **ending thirty (30) days** prior to such end of the then-current term. If Customer terminates Services without cause outside of the permitted notice window, Customer shall be responsible for a termination fee equal to **seventy percent (70%)** of the total fees that would have been payable for the remainder of the then-current term. Either party may terminate Services for cause if the other party materially breaches any provision of the MSA or SOW and fails to cure such breach within **thirty (30) days** after receiving written notice of the breach. Termination of Services does not affect obligations that by their nature are intended to survive, including payment obligations for Services performed up to the termination date and confidentiality obligations

11. Default & Remedies

If Customer fails to pay any amount when due or otherwise breaches these Terms, NuView may, in addition to any other rights and remedies available at law or in equity: (i) cancel or suspend any pending deliveries or performance of Services; (ii) declare all amounts owed by Customer immediately due and payable; (iii) recover reasonable attorneys' fees and costs of collection; and/or (iv) terminate any related agreements.

12. Limitation of Liability

NuView's total liability for any claim arising from or relating to the sale of Products or the performance of Services shall not exceed the amounts paid by Customer for the specific Products or Services giving rise to the claim. In no event shall NuView be liable for any indirect, incidental, special, consequential or punitive damages (including lost profits or business interruption), whether arising in contract, tort or otherwise, even if advised of the possibility of such damages. The limitations in this section apply to the maximum extent permitted by law and do not apply to the extent prohibited by law.

13. Compliance

Customer shall comply with all applicable laws and regulations, including U.S. export control laws, when purchasing, using, reselling or exporting Products or Services. Customer shall not export or re-export any Product or Service in violation of U.S. law.

14. Force Majeure

NuView is not liable for any delay or failure in performance caused by events beyond its reasonable control, including acts of God, natural disasters, wars, terrorism, labor disruptions, supplier delays, governmental actions, pandemics or failures of transportation or utilities.

15. Governing Law & Dispute Resolution

These Terms are governed by the laws of the State of New Hampshire, without regard to conflict of laws principles. The parties agree to attempt in good faith to resolve any dispute arising under these Terms through negotiation. If negotiation fails, the parties consent to the exclusive jurisdiction of the state and federal courts located in New Hampshire. The prevailing party in any action to enforce these Terms shall be entitled to recover its reasonable attorneys' fees and costs.

16. Entire Agreement & Updates

These Terms, together with any quotation, order confirmation, SOW, or MSA that references them, constitute the entire agreement between NuView and Customer regarding the sale of Products and Services and supersede any prior or contemporaneous communications. NuView may update these Terms by posting a revised version on its website; such updates will apply to orders placed after the date of posting. Any waiver or modification of these Terms must be in writing and signed by an authorized representative of NuView.

By placing an order, accepting a quote or engaging NuView to perform Services, Customer acknowledges that it has read, understands, and agrees to be bound by these Terms and Conditions of Sale and Service.

NuView IT LLC

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