



8600 NW 17th Street
Suite 202
Doral, Florida 33126

T. 305.594.0848
T. 888.809.4685
F. 305.594.0724

www.icgi.com

Terms and Conditions for Product Sales

1. GENERAL.

This Terms and Conditions for Product Sales (“Terms and Conditions for Product Sales”) sets forth specific terms and conditions for product sales (“Product Sales”), including, without limitation, hardware, software, maintenance and/or accessories (each, a “Product”), provided to Client by International Consulting Group, Inc. (“ICG”) and is incorporated into the Product Sales Agreement by and between Client and ICG (“Product Sales Agreement”). Each capitalized term used, but not defined, in this Terms and Conditions for Product Sales has the meaning ascribed to such capitalized term in the Product Sales Agreement (including, without limitation, the General Terms and Conditions incorporated into and made a part of the Product Sales Agreement).

2. SPECIFIC DESCRIPTION.

2.1 Scope. ICG will deliver to Client the Products ordered by Client pursuant to the Product Sales Agreement. The Product Sales Agreement, which includes this Terms and Conditions for Product Sales and the General Terms and Conditions, only covers the Products set forth in the Product Sales Agreement.

2.2 Delivery. The delivery date for a Product is subject to timely delivery by manufacturer to ICG and ICG shall not be responsible for any late deliveries resulting from conditions beyond the reasonable control of ICG, including, but not limited to, lack of availability or Force Majeure Events. ICG reserves the right to substitute a Product in an order for any reason. Any substitution will be a component of the same quality and specification.

2.3 Inspection. Client shall promptly inspect each Product unit upon receipt notify ICG within five (5) business days of receipt of such Product unit of any defect or damage existing at time of receipt. Upon notice of such damage, ICG will instruct Client how a claim for the damages will be handled. If Client fails to notify ICG of any damage to a Product unit within five (5) business days of receipt of the Product unit, then Client waives any recourse as to such damage. The right to return defective Products will be subject to the return policy of the Product manufacturer or distributor.

2.4 Title. Title to Products will remain with ICG until Client has paid ICG the full price for the Product and all incidental charges related to the Product.

2.5 Cancelled Orders. Client is responsible for payment of all Products ordered and expenses related to cancellation of an order after Client has delivered the order to ICG, including, without limitation, full payment for any such Product at the price set forth in the Product Sales Agreement.

3. PRICING AND PAYMENT.

3.1 Pricing. Pricing for Products is set forth in the Product Sales Agreement. The prices quoted in the Product Sales Agreement are valid for thirty (30) days from the date provided and thereafter subject to change by ICG.

3.2 Payment. Payment terms for Products is set forth in the Product Sales Agreement.

4. TERM AND TERMINATION.

4.1 Term. The term for the Project Services Agreement is set forth in the General Terms and Conditions.

4.2 Termination. The Project Services Agreement may be terminated by either Client or ICG pursuant to the General Terms and Conditions.