

PURCHASE AGREEMENT

Terms and Conditions of Sale & Service

1. ORDER ACCEPTANCE & PAYMENT TERMS

Agreement to Terms. By signing this Purchase Agreement, the authorized agent agrees to all terms and conditions contained within this document on behalf of themselves, the purchasing company, and their customers.

Standard Payment Terms. Payment in full is required prior to shipment. Accepted methods include credit card, ACH, bank wire, check, or approved third-party financing proceeds.

Monthly License Fee. A monthly software license fee of \$65.00 per system is due on the first of each month via ACH or credit card on file. This fee includes internet/SIM service and remote support. Unpaid license fees, following notification, may result in license suspension at MicroBox's sole discretion.

Price Validity. All quoted pricing is valid for ninety (90) days from the date of execution and is subject to change for tariff or import fee increases occurring after the quote date.

For full terms and conditions documentation, including the Master Purchase and Service Agreement, Non-Disclosure Agreement, Payment Collection Agreement, and SandStar SaaS and Hardware Support Terms, please visit: [Terms and Conditions](#)

2. SALES TAX

MicroBox Technologies is released from any and all liability for charging, not charging, or the rate charged for local or state sales tax, including any penalties if assessed. If sales tax is not charged, the customer is solely responsible for determining whether they must self-report and remit sales tax to the applicable taxing authority. Sales tax will not be charged if a valid resale certificate is on file with MicroBox at the time of sale.

3. SHIPPING, FREIGHT & DELIVERY

Freight Costs. Shipping costs are estimated and billed prior to shipment via credit card on file. Any additional freight costs incurred beyond the estimate may result in an additional charge to the customer.

Buyer's Option to Arrange Shipping. The buyer may contract their own shipping company for pickup at a MicroBox facility. If the buyer requests MicroBox to arrange shipment on their behalf, all costs shall be prepaid by credit card on file and MicroBox is released from any and all liability whatsoever due to loss or damage during transit.

Inspection Upon Receipt. Buyer is advised to unpack and inspect all goods upon receipt. Any damage — visible or hidden — must be refused by the buyer and immediately reported to the carrier for settlement. The sole remedy for shipping damage shall be settled between the carrier and the buyer; MicroBox is released from any and all liability for damage occurring during transit.

Damage Reporting. Buyer must report damage immediately upon refusal of the shipment and provide photos and other evidence required to settle the buyer's claim with the carrier in accordance with the carrier's claims practices.

Credit Card Authorizations. Shipping or other charges authorized on a credit card authorization form may not be reversed or charged back for any reason by the issuing bank.

4. ONSITE TECHNICAL SUPPORT & TRAVEL

Onsite Support. Onsite technical support is optional and billed at \$500.00 per day per technician. A minimum of two (2) days per AI technician is required for onsite installation and training. Remote training is provided at no charge.

Travel Expenses. Onsite travel expenses are estimated and will be charged to the credit card on file once actual expenses are known. Reimbursable expenses include airfare, ground transportation, hotel, and a \$50.00 per diem food allowance per technician per day.

5. CUSTOMER SERVICE & ONBOARDING

Upon execution of this Agreement and receipt of payment, the customer will be contacted by a MicroBox Customer Service Manager who will ensure the order is processed and that the customer receives all necessary training documentation, planogram support, and operational assistance. Questions regarding order processing may be directed to support@microboxtechnologies.com.

6. SOFTWARE LICENSE & SERVICES

The monthly license fee covers internet/SIM connectivity, AI software services, device management, telemetry, and remote technical support. The license is non-transferable without MicroBox's prior written consent. MicroBox reserves the right to suspend license access for non-payment following reasonable notice to the customer. Suspension does not release the customer from payment obligations.

7. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROBOX TECHNOLOGIES, LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF REVENUE, LOSS OF DATA, PRODUCT SPOILAGE, SHRINKAGE, OR BUSINESS INTERRUPTION, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, EVEN IF MICROBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

MicroBox's total cumulative liability arising out of or related to this Agreement shall not exceed the total amount paid by the customer for the specific equipment unit giving rise to the claim.

8. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to conflict-of-law principles. Any dispute arising out of or related to this Agreement shall be resolved in the state or federal courts of North Carolina. The prevailing party in any such dispute shall be entitled to recover reasonable attorneys' fees and costs.

9. ENTIRE AGREEMENT & AMENDMENTS

This Agreement constitutes the entire agreement between MicroBox Technologies, LLC and the customer with respect to the purchase of the equipment described herein and supersedes all prior discussions, representations, or agreements. No amendment or modification shall be effective unless made in writing and signed by an authorized representative of MicroBox.

CUSTOMER ACCEPTANCE & AUTHORIZATION

By signing below, the authorized agent agrees to all terms and conditions of this Purchase Agreement on behalf of the purchasing company and its customers. The undersigned further authorizes MicroBox Technologies, LLC to initiate recurring monthly ACH debits or credit card charges of \$65.00 per system per month for software license fees, beginning on the first of the month following system activation and on the first of each month thereafter, as well as any additional amounts due under this Agreement including shipping, onsite support, and travel expenses. This authorization remains in effect until canceled in writing with thirty (30) days advance notice to support@microboxtechnologies.com.

Authorized Agent Name

Title / Position

Company / Organization

Date

Signature
