

## **Dialogue Voice LLC Hardware Sales Agreement (HSA)**

This Hardware Sales Agreement ("Agreement") is made by and between Dialogue Voice LLC ("Seller"), and the purchaser ("Buyer"), collectively referred to as the "Parties." This Agreement covers the sale of phones, accessories, servers, gateways, modems, and similar hardware ("Products").

### **1. Products**

The Seller agrees to sell, and the Buyer agrees to buy the Products listed in the purchase order subject to the terms and conditions of this Agreement.

### **2. Purchase Orders**

All purchases shall be made through written or electronic purchase orders. Each purchase order shall specify the types of Products being purchased, quantities, prices, and the requested delivery date.

### **3. Prices and Payment**

The price of the Products shall be as specified in the Seller's current price list, unless otherwise agreed in writing. Prices are exclusive of taxes, shipping, and handling charges, all of which shall be paid by the Buyer. Payment terms are net 30 days from the date of invoice, unless otherwise agreed in writing.

### **4. Delivery**

Delivery dates are estimates only and are not guaranteed. The Seller shall not be liable for any delays in delivery. Risk of loss or damage shall pass to the Buyer upon delivery to the carrier.

### **5. Returns and Refunds**

Products may be returned within 30 days of receipt if they are in their original condition and packaging. A restocking fee may apply. Customized or special order items are not returnable.

### **6. Warranty**

The Seller warrants that the Products will be free from defects in material and workmanship for a period of one year from the date of delivery. This warranty does not cover damage resulting from improper use, accidents, or modifications by the Buyer.

### **7. Limitation of Liability**

In no event shall the Seller be liable for any indirect, special, consequential, or punitive damages arising out of or related to this Agreement or the Products sold.

### **8. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [state], without giving effect to any principles of conflicts of law.

### **9. Dispute Resolution**

Any disputes arising out of or in connection with this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in [city], [state].

### **10. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous understandings or agreements, whether written or oral, relating to the subject matter hereof.

## **11. Amendment**

This Agreement may only be amended or modified by a written document executed by both Parties.

## **12. Notice**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed.

## **13. Severability**

If any term, clause, or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision, and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

## **14. Acknowledgment**

By purchasing Products from the Seller, the Buyer acknowledges they have read, understood, and agreed to be bound by the terms and conditions of this Agreement.