



Invoice

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1220 Centre Rd.
Auburn Hills, MI 48326

DATE	INVOICE #
8/6/2021	266022

BILL TO
Lindy Communities Lauren Snyder 309 York Rd, Ste 211 Jenkintown, PA 19046 lsnyder@comehometolindy.com

SHIP TO
ESP Delivers Attn: Derek Amoroso 111 Bala Avenue 1st Floor Bala Cynwyd, PA 19004

P.O. NUMBER		TERMS	REP	SHIP	VIA	F.O.B.
Email Lauren		VISA	NM	7/1/2021	UPS Ground	Destination
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	PolycomVVX410-R	Polycom VVX 410 Gigabit IP Phone (2200-46162-025) - Like New UPS Ground Charged to Visa ending in 0457			54.88	54.88
1	Shipping				9.95	9.95
365 Day Warranty				Total		\$64.83

SALES TERMS AND CONDITIONS

- SALES PRICE; PAYMENT; TAXES:** Purchaser agrees to pay the unit price of each item of equipment, part or sub-assembly("Equipment"), less any security deposit, as specified. Interest on any past-due payments shall accrue at the rate of two percent(2%) per month or at the maximum allowable rate allowed by law. All prices are exclusive of applicable taxes or other charges imposed by law and are F.O.B. seller's dock or other specific site. All taxes or other charges will be added to the price and itemized or invoiced separately. The purchase price, together with any accrued interest, taxes, or other charges, is due on demand unless provided otherwise in writing.
- RETURN POLICY:** Returns are subject to a 15% restocking fee plus shipping charges. Returns will only be accepted within 30 calendar days from the date of shipment. All equipment must be returned in original packaging in original condition. Purchaser may return equipment purchased only upon prior authorization from Seller and provided that a return authorization ("RA") supplied by Seller accompanies the returned Equipment.
- WARRANTIES; DISCLAIMERS:** SELLER will not be responsible for damaged or missing items unless notified within five working days. With the exception of those sales identified on the Sales Agreement or Invoice as "as-is no warranties," Seller warrants the Equipment will be free from defects in material and workmanship for the period of time specified on the original Sales Agreement or Invoice. If no period of time is specified, the term of the warranty shall be one (1) month. The warranty period shall run from the date of shipment to Purchaser. Purchaser expressly waives any claim against the Seller, not being the manufacturer of the equipment, related to failure of the Equipment to function without error or interruption related to date data from more than one century. As used herein "date data" means any data or input, which includes any indication or or reference to date.
- Purchaser acknowledges that it is not relying on Seller's skill or judgment to select or furnish any particular item of Equipment for any particular purpose and that there are no warranties which are not contained in this Sales Agreement or Invoice. Seller shall not be liable for damages, including special, incidental, or consequential damages, arising out of or in connection with performance of the equipment or its use by Purchaser. All software licensing (keycodes) is non-returnable and non-refundable and the responsibility of the Purchaser to know which license is required for the system being used.
- FORCE MAJEURE:** Seller shall not be liable for any failure or delay in furnishing the Equipment, materials, or labor resulting from fire, explosion, flood, storm, act of God, governmental acts, orders or regulations, hostilities, civil disturbance, strike, labor difficulties, machinery breakdown, transportation contingencies, difficulty in obtaining parts, supplies, shipping facilities, delay of carriers, or any other cause beyond the control of the Seller.
- ARBITRATION VENUE:** In the event of a dispute arising out of the Agreement, or any obligation, representation or warranty contained herein, the parties agree to submit all such disputes to binding arbitration to be held in the City of Rochester Hills, State of Michigan, only. The arbitration shall be conducted pursuant to the rules of the American Arbitration Association. The losing party agrees to pay the prevailing party's attorney's fees and costs and further agrees that the prevailing party may enter any monetary award arising out of the arbitration in any court of competent jurisdiction. Said arbitration shall be before one arbitrator and there shall be limited discovery allowed bearing directly upon the controversy.