

Midwest Routing LLC – Standard Terms and Conditions
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1. Acceptance of Terms

- By purchasing any products or services from Midwest Routing LLC (“MWR”), Buyer agrees to be bound by these Standard Terms and Conditions.

2. Quotes and Invoices

- All invoices are due within 30 days of the invoice date unless otherwise stated.
- Unless otherwise specified in a Quote or Statement of Work:
 - Hardware or software may be invoiced upon shipment.
 - Licensing may be invoiced upon delivery.
 - Services may be invoiced weekly.
- Late payments may incur interest at a rate of 2% per month, at the Seller's discretion. A \$25 fee applies to any returned checks.
- Orders exceeding the sellers credit limit may require upfront payment as determined by the seller.

3. Delivery and Product Acceptance

- Shipments are made at the FOB manufacturer/distributor locations. Under FOB (Free on Board) terms, ownership and risk transfer to the Buyer once the goods are handed to the carrier. All freight charges are the Buyer's responsibility.
- Delivery is deemed complete once the goods are transferred to the carrier. Delivery dates are estimates only.
- Claims for damage or loss in transit must be noted on the delivery receipt and reported in writing within two (2) business days.
- Software titles remain the property of the licensor and are governed by the applicable license agreement.
- Product returns or cancellations follow the manufacturer's policies if allowed.

4. Warranty Disclaimer

- Hardware, software, licenses, or third-party services may carry manufacturer or third-party warranties. Buyer's remedies are solely against the manufacturer or third party.
- MWR makes no express or implied warranties, including merchantability or fitness for a particular purpose, for any products or services provided.

5. Buyer Obligations

- Buyer will cooperate with MWR and designate a representative at each service location.
- Buyer shall maintain insurance for property where services are performed. Buyer is responsible for data backups and system security. MWR is not liable for data loss, corruption, or security breaches.
- Buyer must maintain proper licenses for all software and will hold MWR harmless for any third-party IP claims.

6. Force Majeure

- MWR is not liable for delays or failures caused by events beyond its reasonable control, including but not limited to acts of God, government action, strikes, epidemics, war, terrorism, natural disasters, shipping delays, or shortages of materials. MWR may extend performance timelines or terminate obligations affected by such events.

7. Services and Estimates

- Services, including labor and travel, are subject to these Terms.
- Services may be covered under third-party warranties, applied to pre-paid MWR service agreements, or billed at hourly rates. MWR records are final for service time tracking.
- Block Hour Agreements:
 - Labor and travel are applied against the agreement until exhausted.
- Hourly Rates: Services not covered by warranty or pre-paid agreements are billed at MWR's current hourly rates.
- Time estimates provided are approximate and not guaranteed. Actual service may be more or less than estimated.
- Travel time and expenses related to services are billed at prevailing rates.

8. Assignability and Vendors

- MWR may delegate duties to subcontractors or vendors as necessary.
- Buyer is responsible for vetting any third-party providers recommended by MWR. MWR is not liable for third-party actions or omissions.

9. Excluded Equipment

- MWR may discontinue support for hardware if parts or technical assistance are no longer available.

10. Delinquency

- MWR may suspend or terminate services if Buyer is delinquent on payments or becomes subject to bankruptcy, insolvency, or similar proceedings.

11. Limitation of Liability

- MWR's sole liability is limited to repair or replacement of defective products per manufacturer warranties.
- Buyer represents that its data is properly backed up and its systems are securely maintained. The seller shall have no liability whatsoever under any circumstances for any data loss, security breaches or damages resulting from inadequate backups or insufficient systems or network security.
- Buyer assumes all risk for data loss, the use of AI products or decisions contrary to MWR recommendations.
- Buyer data may be stored in public, private, or hybrid cloud environments.
- MWR is not liable for data loss, inaccuracies or breaches in cloud storage.

12. Indemnification

- Buyer agrees to indemnify and hold MWR harmless from claims, damages, or expenses arising from Buyer's actions, misuse of products/services, IP violations or other breaches of law.

13. Law & Jurisdiction

- These Terms are governed by Wisconsin law.
- Exclusive jurisdiction is in the courts of Eau Claire County, Wisconsin.
- Class action lawsuits are waived; claims must be brought within one year.

14. Attorney Fees

- If MWR prevails in legal action arising from these Terms, Buyer shall pay MWR's reasonable attorney fees and costs.

15. Severability

- Invalid provisions do not affect the remaining Terms, which remain in full force.

16. Binding Effect

- These Terms bind and benefit both parties and their respective successors and assigns.

17. Additional Work

- Additional products or services are governed by these Terms.

18. Entire Agreement

- These Terms, along with any Quote or Statement of Work, constitute the entire agreement between the parties. No modifications are valid unless in writing and signed by both parties.