



Engage Communication, Inc.
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Engage Communication, Inc.

Standard Terms and Conditions of Sale

Effective Date: July 22, 2026

ACCEPTANCE OF TERMS

These Standard **Terms** and Conditions of Sale (the "**Terms**") apply to quotations, orders, and sales of products by Engage Communication, Inc. ("**ENGAGE**") to the purchaser identified in the applicable quotation, purchase order, order acknowledgment, or invoice ("**BUYER**"). By submitting a Purchase Order to **ENGAGE**, accepting delivery, or otherwise proceeding with a transaction, **BUYER** accepts and agrees to be bound by these **Terms** and the applicable **ENGAGE** product-specific agreements incorporated herein by reference.

1. ACCEPTANCE AND APPLICABILITY

ENGAGE quotations are invitations for BUYER to submit an order and do not constitute binding offers. All orders are subject to credit approval and written acceptance by ENGAGE.

ENGAGE's acceptance of an order is expressly limited to:

- The applicable ENGAGE quotation
- ENGAGE's written order acknowledgment
- These Terms
- Any applicable ENGAGE warranty, support, maintenance, license, or coverage document.

Any additional or conflicting terms contained in BUYER's purchase order, procurement portal, acknowledgment, correspondence, or other documentation are rejected unless expressly accepted in writing by an authorized representative of ENGAGE.

ENGAGE's shipment of Products or performance of services does not constitute acceptance of BUYER's additional or conflicting terms.

2. ORDER OF PRECEDENCE

In the event of a conflict, the following order of precedence applies:

1. A separate agreement signed by authorized representatives of ENGAGE and BUYER;
2. ENGAGE's written order acknowledgment;
3. The applicable ENGAGE quotation and Coverage Document
4. The applicable product-specific warranty, support, maintenance, or license terms
5. These Standard Terms and Conditions of Sale
6. BUYER's purchase order, solely for non-conflicting administrative information such as quantities, billing information, and delivery location.

The **ENGAGE Standard & Extended Hardware Warranty Terms** control all matters relating to hardware warranty coverage, extended warranty, warranty remedies, RMAs, repairs, and warranty-related shipping.

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The **ENGAGE Enterprise Software Support Maintenance Agreement** controls all matters relating to purchased software support, maintenance, updates, helpdesk services, renewal, reinstatement, and support coverage.

3. QUOTATIONS AND ORDERS

Unless otherwise stated, quotations are valid for ninety (90) days from the quotation's Created Date.

BUYER shall reference the applicable ENGAGE Quote Number on its purchase order.

An order becomes binding only when accepted by ENGAGE in writing, acknowledged by ENGAGE, or fulfilled through shipment.

ENGAGE may correct typographical, clerical, pricing, or calculation errors before shipment.

Changes to quantities, configurations, specifications, delivery requirements, or other order details may result in adjustments to pricing, payment requirements, and delivery schedules.

4. PRICES

All prices are stated in U.S. Dollars unless otherwise specified.

Prices exclude the following unless expressly included in the quotation:

- Shipping and handling
- Freight insurance
- Sales, use, excise, or similar taxes
- Import or export duties
- Tariffs
- Customs and brokerage charges
- Bank or payment-processing charges
- Installation, staging, training, or field services
- Software support, maintenance, or extended warranty coverage

BUYER may request that its ENGAGE sales representative include estimated shipping charges in the quotation.

5. TAXES, DUTIES, AND IMPORT CHARGES

BUYER is responsible for all sales, use, value-added, excise, customs, import, export, withholding, and similar taxes, duties, tariffs, brokerage fees, and governmental charges arising from the sale, shipment, importation, or use of the Products.

This does not include taxes based solely on ENGAGE's net income.

BUYER claiming a tax exemption must provide a valid exemption certificate before invoicing or shipment.

6. PAYMENT AND CREDIT

Payment terms are stated in the applicable quotation, order acknowledgment, or invoice. If no payment terms are stated, payment is due before shipment.

All credit terms are subject to ENGAGE's approval. ENGAGE may modify or withdraw credit terms based on BUYER's payment history, credit information, financial condition, or other reasonable credit concerns.

ENGAGE may require:

- Advance payment
- A deposit
- Credit-card payment
- An irrevocable letter of credit
- Progress payments

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- Other reasonable payment assurance

BUYER shall not withhold, deduct, offset, or charge back amounts owed to ENGAGE except as required by applicable law.

Past-due balances may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law. BUYER is responsible for reasonable collection costs, including attorneys' fees and collection-agency charges.

ENGAGE may suspend production, shipment, support, or other performance while any payment is past due.

7. DELIVERY, TITLE, AND RISK OF LOSS

Delivery dates and lead times are estimates and are not guaranteed.

Lead times begin after ENGAGE has:

- Accepted the order;
- Received all required technical and shipping information;
- Received required BUYER approvals; and
- Received any required deposit or advance payment.

Unless otherwise stated in the quotation:

- Domestic shipments are FOB ENGAGE's shipping point, Aptos, California.
- International shipments are FCA ENGAGE's facility, Aptos, California, Incoterms 2020.

Risk of loss or damage passes to BUYER when ENGAGE delivers the Products to the carrier.

Title to the physical hardware passes at the same time, excluding software, firmware, documentation, and intellectual property incorporated into or supplied with the Products.

Shipping arranged by ENGAGE is arranged on BUYER's behalf and at BUYER's expense. ENGAGE may make partial shipments and invoice each shipment separately.

8. INSPECTION AND SHIPPING CLAIMS

BUYER shall inspect all shipments promptly upon delivery.

Claims for shortages, incorrect Products, or visible nonconformities must be submitted to ENGAGE in writing within ten (10) business days after delivery.

Claims involving loss or damage occurring during transportation must be submitted to the carrier. BUYER shall preserve all packaging and provide photographs or documentation reasonably required by the carrier or ENGAGE.

Latent hardware defects and warranty claims are governed exclusively by ENGAGE's **Standard & Extended Hardware Warranty Terms**.

9. CHANGES AND CANCELLATIONS

BUYER may not change or cancel an accepted order without ENGAGE's prior written approval.

Approved changes or cancellations may be subject to charges for:

- Completed Products
- Work in process
- Engineering or configuration work
- Purchased components and materials
- Supplier cancellation fees
- Restocking expenses
- Administrative costs

Custom, configured, modified, private-label, special-order, obsolete, end-of-life, or non-standard Products are non-cancellable and non-returnable unless ENGAGE expressly agrees otherwise in writing.

10. COMMERCIAL RETURNS

Products may not be returned without prior written authorization and a valid Return Material Authorization issued by ENGAGE.

Non-defective commercial returns are accepted only at ENGAGE's discretion and may be subject to restocking, testing, refurbishment, shipping, and administrative charges.

All warranty returns, warranty repair procedures, warranty remedies, and warranty-related freight responsibilities are governed exclusively by ENGAGE's Standard & Extended Hardware Warranty Terms, available at:

[Engage Standard & Extended Hardware Warranty Terms](#)

11. HARDWARE WARRANTY

Hardware warranty coverage is governed exclusively by ENGAGE Communication, Inc.'s **Standard & Extended Hardware Warranty Terms**, incorporated into these Terms by reference.

The applicable warranty coverage, covered Products, serial numbers, and coverage period may also be identified in the quotation, order acknowledgment, or applicable Warranty Coverage Document.

In the event of any conflict concerning:

- Hardware warranty duration;
- Warranty eligibility;
- Warranty remedies;
- Warranty exclusions;
- Extended warranty;
- Reinstatement;
- Out-of-warranty repair;
- RMA procedures; or
- Warranty shipping responsibilities,

the **Standard & Extended Hardware Warranty Terms** shall control.

No statement in these Standard Terms and Conditions of Sale expands, replaces, or modifies the applicable hardware warranty unless expressly agreed in a writing signed by an authorized ENGAGE representative.

12. SOFTWARE SUPPORT AND MAINTENANCE

Software support, maintenance, updates, upgrades, diagnostic assistance, and helpdesk access are not included with the purchase of hardware unless expressly identified as a purchased line item in the applicable quotation or order acknowledgment.

Purchased software support and maintenance are governed exclusively by ENGAGE Communication, Inc.'s **Enterprise Software Support Maintenance Agreement**, incorporated into these Terms by reference and available at:

[Engage Enterprise Software Support Maintenance Agreement](#)

The applicable covered Products, enterprise deployment requirements, level of coverage, and coverage period are identified in the applicable Support Coverage Document.

In the event of a conflict concerning software support, updates, helpdesk services, coverage eligibility, renewal, reinstatement, response obligations, or cancellation, the **Enterprise Software Support Maintenance Agreement** shall control.

13. EMBEDDED SOFTWARE AND INTELLECTUAL PROPERTY

Software, firmware, utilities, documentation, and other intellectual property furnished with or embedded in the Products are licensed, not sold.

Subject to BUYER's payment and compliance with the applicable terms, ENGAGE grants BUYER a limited, non-exclusive, non-transferable right to use such software and documentation solely with the Products for BUYER's internal business purposes.

BUYER shall not, except where expressly permitted by law:

- Reverse engineer, decompile, or disassemble the software
- Attempt to derive source code
- Remove proprietary notices
- Separately sell, rent, sublicense, or distribute the software
- Copy or modify the software except as authorized
- Use software updates on Products not covered by the applicable license or support agreement

ENGAGE and its licensors retain all ownership and intellectual-property rights in the Products, software, firmware, designs, documentation, drawings, trademarks, technology, and know-how.

14. BUYER RESPONSIBILITIES

BUYER is responsible for determining whether the Products are suitable for its intended application, network, environment, and regulatory requirements.

BUYER is responsible for:

- System design
- Installation and wiring
- Configuration
- Testing and acceptance
- Network and cybersecurity controls
- Backup and recovery
- Redundancy and failover
- Monitoring
- Maintenance
- Site preparation
- Compliance with applicable laws and regulations.

Technical recommendations or assistance provided by ENGAGE do not relieve BUYER of its responsibility to independently test and validate the Products for the intended application.

15. DISCLAIMER AND LIMITATION OF LIABILITY

Hardware warranty disclaimers, warranty remedies, and hardware warranty liability limitations are governed by the **Standard & Extended Hardware Warranty Terms**.

Software-support remedies, limitations, and obligations are governed by the **Enterprise Software Support Maintenance Agreement**.

For claims not governed by either of those agreements, and to the maximum extent permitted by law:

ENGAGE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, USE, BUSINESS, COMMUNICATIONS, OR BUSINESS CONTINUITY.

ENGAGE'S TOTAL AGGREGATE LIABILITY ARISING FROM AN ORDER OR SALE SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID TO ENGAGE FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM.

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These limitations apply regardless of the legal theory asserted and even if ENGAGE has been advised of the possibility of such damages.

Nothing in these Terms excludes liability that cannot lawfully be excluded.

16. EXPORT CONTROLS

Products, software, documentation, and technical information may be subject to United States export-control, sanctions, and import laws.

BUYER shall not export, reexport, transfer, release, sell, or use any Product, software, documentation, or technical information in violation of applicable law or for any prohibited destination, end user, or end use.

BUYER is responsible for obtaining required licenses, permits, approvals, and authorizations and for providing accurate destination, end-user, and end-use information.

ENGAGE may suspend, decline, or cancel a transaction if ENGAGE reasonably believes the transaction may violate applicable trade-compliance requirements.

17. GOVERNMENT AND PROCUREMENT TERMS

No FAR, DFARS, agency supplement, government flow-down, cybersecurity requirement, domestic-preference requirement, or other special procurement provision applies unless:

1. BUYER discloses the requirement before ENGAGE accepts the order; and
2. ENGAGE expressly accepts the requirement in writing.

A reference to a government contract number or prime contract in BUYER's purchase order does not, by itself, incorporate any government terms or flow-down provisions.

18. FORCE MAJEURE

ENGAGE is not liable for delay or failure to perform caused by circumstances beyond its reasonable control, including:

- Natural disasters
- Fire or flood
- Epidemics or pandemics
- War or terrorism
- Civil unrest
- Labor disputes
- Government actions
- Export or import restrictions
- Supplier failures
- Component shortages
- Transportation interruptions
- Utility outages
- Cyber incidents
- Telecommunications failures

ENGAGE's time for performance shall be extended for the duration of the event and its effects.

19. GOVERNING LAW AND VENUE

These Terms and all sales by ENGAGE are governed by the laws of the State of California, without regard to conflict-of-law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any legal action arising from or relating to these Terms or a sale by ENGAGE shall be brought in the state courts located in Santa Cruz County, California, or the United States District Court for the Northern District of California.

Each party consents to the jurisdiction and venue of those courts.

20. GENERAL PROVISIONS

Assignment. BUYER may not assign an order or its obligations without ENGAGE's prior written consent.

No Waiver. ENGAGE's failure to enforce a provision does not waive its right to enforce that provision later.

Severability. If any provision is held unenforceable, the remaining provisions remain in effect.

Independent Parties. ENGAGE and BUYER are independent contractors.

No Third-Party Beneficiaries. These Terms create no rights for third parties.

Entire Agreement. The applicable quotation, order acknowledgment, these Terms, applicable product-specific agreements, and any separate signed agreement constitute the entire agreement concerning the transaction.

Amendment. An accepted order may be modified only by a writing authorized by ENGAGE and BUYER.

Electronic Records. Electronic orders, acknowledgments, approvals, and signatures may be used and shall be binding to the extent permitted by law.

Survival. Payment, intellectual-property, limitation-of-liability, export-control, and governing-law provisions survive delivery, expiration, cancellation, or termination.

21. UPDATES TO THESE TERMS

ENGAGE may revise these Terms prospectively.

The version in effect on the date ENGAGE accepts BUYER's order governs that order unless otherwise agreed in writing.

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