TERMS AND CONDITIONS

PAYMENT TERMS

We accept Visa, MasterCard, AMEX, and Wire Transfer. Net credit terms may be available to qualified customers upon request.

1. VALIDITY OF QUOTES AND PURCHASE AGREEMENTS

All quotes and purchase agreements provided by 45Drives shall remain valid for a period of 7 days from the date of issuance, unless otherwise specified in writing. After this period, 45Drives reserves the right to revise the quoted prices and terms.

Due to market availability and supplier pricing volatility, 45Drives reserves the right, within the 7-day validity period, to amend storage drive pricing and/or substitute drive models with functionally equivalent alternatives. Any such changes will be communicated to the customer, and revised pricing or specifications must be accepted by the customer prior to order confirmation.

2. CANCELLATION POLICY

We strive to offer our customers maximum flexibility. Orders may be cancelled by customers if they have not entered production. A fee of 20% of the value of the order will apply. We also will accommodate cancellation of orders that are in production, and the customer will be charged a cancellation fee determined by the value of the order times the percentage of work completed at the time of cancellation.

3. TAXES

Unless specified, all applicable taxes are extra. This order may be subject to sales tax, please let us know if your company is tax exempt or if the order is for resale and provide documentation when ordering.

4. WARRANTY

We warrant that our systems (excluding custom units) will be free from defects in parts and workmanship for a minimum of one-year from the day the unit is shipped. 45Drives reserves the right to troubleshoot and determine part defectiveness.

Should a system fail due to defective parts or workmanship, the customer may opt to:

- receive replacements for defective parts, in which case the customer will remove defective parts from the system, (at 45Drives option) ship defective parts to 45Drives at 45Drives' expense, and install replacement parts; or
- return system to 45Drives, in which case it will be repaired or replaced and shipped back to customer at 45Drives' expense

Should you choose (Option A), you will use the 45Drives RMA Process and customer will be responsible for all expenses related to part replacement efforts.

5. WARRANTY CONTINUED

All warranty replacement parts will be verified to satisfy the original specifications and purpose. If equivalent technology cannot be sourced, a superior verified replacement may be provided for the warrantied part. Unless the client approves a certified reconditioned part, 45Drives will obtain warranty replacements from new stock.

Parts that have been purposefully damaged, damaged due to negligence, or modified in any manner without 45Drives approval may not be eligible for warranty replacement.

6. WARRANTY ON CUSTOM UNITS

For custom system configurations that have been specified by customer (i.e., that have not been engineered by 45Drives), we warrant against defects in workmanship and parts that are specified by 45Drives, for period of 1 year, or the part manufacturers' warranty, whichever is greater. After assembly, 45Drives will competently test basic system functionality in advance of packaging and shipping. As we have not designed these systems, 45Drives cannot warrant that they will be suitable for customer's intended purpose.

7. RMA PROCESS

Once it is determined that a Good (or part of a Good) is defective, we will send you the new Good (or new part) along with the shipping labels to return the defective Good (or part). Place the defective Good (or part) in the box that the new Good (or part) arrives in and place the supplied RMA shipping label and call the shipping company designated by 45Drives for pick up. If you do not ship the defective Good(or part) back to us within 30 days of receiving the shipping label, you shall be charged for the full replacement cost of such Good (or part).

8. SUPPORT

Call us anytime. We are here to help ensure your success. We offer telephone or email support Monday through Friday 8:00 AM ET – 7:00 PM ET. Support services are available for purchase during installation and ongoing operation.

45Drives offers a 24/7 Emergency Service program for hours outside of normal support. Additional terms and conditions will apply.

45Drives provides annual support plans, prepaid hourly support and have a flexible pay-as-you-go support offerings. To help your company get on its way we are here to answer any questions or assistance you may need.

9. PREPAID SUPPORT HOURS

Prepaid support hours are valid for a period of one (1) year from date of purchase or the length of active hardware warranty, which ever is longer, unless otherwise stated on your purchase agreement. Any expired support hours cannot be refunded or exchanged for cash.

10. ANNUAL SUPPORT PLANS

45Drives' annual support plans provide application support for the customer’s storage solution for the period defined within their purchase agreement. 45Drives reserves the right to amend the support plan pricing based on customer consumption rate.

11. SUPPORT SERVICE CALL RECORDING

The customer consents to the recording and monitoring of all support calls between the customer and 45Drives for quality and training purposes. The recording and monitoring may include audio and/or video recordings of the support calls. 45Drives may use the recorded support calls for quality assurance and training purposes to evaluate the performance of the support resources and improve the quality of our services.

45Drives shall maintain the confidentiality of all recorded support calls and shall use reasonable efforts to protect the privacy and security of the customer's personal information contained therein. The customer has the right to request access to their recorded support calls, to request that the recordings be deleted by contacting 45Drives in writing.

The customer has the right to refuse recording during the support call, and must simply express this request to halt and/or prevent the support call recording. 45Drives shall not be liable for any damages, losses, or expenses arising out of or in connection with the recording and use of the support calls, except to the extent caused by 45Drives' gross negligence or willful misconduct.

12. LEAD TIME

Refers to time of production, starting from receipt of order to when the unit is shipped.

13. LATE PAYMENT PENALTY

For customers with credit terms, there shall be a late payment penalty for any payment that is not timely made by the due date, in an amount equal to one percent (1%) of the payment due for each 30 days after the date due through and including the date paid. If any payment remains unpaid for a period of thirty (30) days following the due date, 45Drives reserves the right to cancel all warranty and application support hours applicable.

14. GOOD STANDING

For customers failing to fulfill all their obligations under a contract or agreement with 45Drives, their access to support and warranty services may be suspended by 45Drives.

Customers must maintain a financial good standing with 45Drives to continue uninterrupted Support and Warranty services and retain their established credit terms.

If a customer wishes to regain access to support and warranty services, they must take steps to rectify the issues that caused them to fall out of good standing. Once the issues have been resolved, the customer may be able to regain access to support and warranty services.

15. POST-ORDER DESIGN CHANGES

Customer-specified changes to 45Drives hardware or solution architecture made after purchase, may result in change of pricing.

16. ENTIRE AGREEMENT

Unless otherwise agreed to in writing by both parties, these Terms and Conditions constitute the entire agreement between the parties with respect to the purchase of 45Drives systems and shall prevail notwithstanding any different, conflicting, or additional terms which may appear in any purchase order or other document submitted by the customer.

17. DISPUTES

In the event of a dispute, the laws of Nova Scotia, Canada will apply. Any litigation shall take place in that jurisdiction.

18. INCURRED COSTS

Under any circumstances, 45Drives or its employees are not responsible for any costs incurred due to the loss of Data or server downtime.

19. RESELLERS

Support cannot be transferred without the written consent of 45Drives. If you wish to resell to an end customer you must identify the end customer and if applicable the bid package to qualify to transfer support to the end customer.

20. CONDITIONS:

These Terms and Conditions are subject to change at any time. Terms and conditions on the website at the time of receipt of your order govern your sale, unless otherwise agreed upon in writing.