

# Faze 3 SMS Order Acceptance and Invoice Terms

## Introduction

This document outlines the standard fine print for terms and conditions attached to business-to-business (B2B) invoices. These terms are designed to protect both the invoicing party ("Supplier") and the recipient ("Client") and clarify expectations regarding payment, dispute resolution, liability, and more. All parties are encouraged to read these terms carefully before engaging in any transaction or issuing payment.

## 1. Payment Terms

- **Due Date:** Unless otherwise agreed in writing, payment is due within thirty (30) days of the invoice date ("Net 30"). Late payments may incur penalties as described below.
- **Accepted Methods:** Payment may be made by bank transfer, check, or any other mutually agreed method. All payments must be made in the currency specified on the invoice, unless otherwise agreed in writing.
- **Banking Fees:** All banking or transaction fees incurred in connection with the payment of the invoice shall be borne by the Client, unless specified otherwise.
- **Partial Payments:** Partial payments are not considered settlement in full unless expressly accepted in writing by the Supplier. The Supplier reserves the right to apply any partial payment to outstanding balances as it deems appropriate.
- **Early Payment Incentives:** If early payment discounts are offered, the terms of eligibility and the discount rate shall be stated on the face of the invoice. Eligibility for discount expires if payment is not received within the stated discount period.

## 2. Late Payment and Interest

- **Interest Charges:** Any amount not paid by the due date may accrue interest at a rate of 1.5% per month (18% per annum), or the maximum allowed by law, whichever is less. Interest will accrue daily and be added to the outstanding balance until paid in full.
- **Suspension of Services:** Supplier reserves the right to suspend all services or deliveries until all overdue payments and accrued interest are received in full.

- Collection Costs: Client agrees to reimburse all costs and expenses (including reasonable attorney's fees and court costs) incurred by Supplier in the collection of any overdue amounts.

### 3. Disputed Charges

- Notification Period: Client must notify Supplier in writing of any disputed charges or invoice errors within ten (10) business days of receipt of the invoice. Failure to do so will be deemed an acceptance of the invoice as accurate and valid.
- Resolution Process: Parties shall work in good faith to resolve any disputes within thirty (30) days after Supplier's receipt of written notice. Undisputed portions of the invoice must be paid in accordance with the standard payment terms.
- Withholding Payments: Client may not withhold payments for any reason other than bona fide disputes. Withholding payment for discounts not earned or services not in dispute is strictly prohibited.

### 4. Delivery of Goods and Services

- Title and Risk: Title to goods shall pass to Client only upon receipt of full payment. Risk of loss passes upon delivery of goods or performance of services, unless otherwise specified in writing.
- Delivery Delays: Supplier is not responsible for delays outside its reasonable control, including but not limited to, acts of God, labor disruptions, or transportation issues.
- Inspection: Client must inspect all goods and services upon delivery and promptly advise Supplier in writing of any non-conformity or defect within five (5) business days of receipt. Failure to report within this period constitutes acceptance.

### 5. Taxes and Duties

- Responsibility: All applicable taxes, including sales, use, value-added, excise, and any other duties, are the responsibility of the Client unless otherwise stated on the invoice.
- Tax Exemptions: If Client claims any exemption from taxes, proper documentation must be provided to Supplier prior to the issuance of the invoice.

## 6. Warranties and Liability

- Limited Warranty: Supplier warrants that goods and services provided shall substantially conform to the specifications agreed upon in writing. Supplier disclaims all other warranties, express or implied, including fitness for a particular purpose.
- Limitation of Liability: To the maximum extent permitted by law, Supplier's total liability arising from any invoice, whether in contract, tort, or otherwise, is limited to the amount paid by Client under the invoice in question.
- Consequential Damages: In no event shall Supplier be liable for indirect, incidental, special, or consequential damages, including but not limited to, lost profits or business interruption.

## 7. Confidentiality

- Use of Information: Both parties agree to treat all information exchanged in relation to the invoice and performance of services as confidential, and not to disclose such information to third parties except as required by law or with prior written consent.
- Data Security: Supplier will take reasonable measures to protect Client's confidential information, but cannot guarantee absolute security.

## 8. Governing Law and Jurisdiction

- Applicable Law: These terms shall be governed by and construed in accordance with the laws of the jurisdiction stated on the invoice, or if not stated, the principal place of business of the Supplier.
- Dispute Resolution: Parties agree to attempt to resolve disputes amicably. If a resolution cannot be reached, either party may submit the matter to binding arbitration or the courts of competent jurisdiction as specified on the invoice.

## 9. Amendment and Waiver

- Modifications: No change or amendment to these terms will be effective unless made in writing and signed by both parties.
- Waiver: The failure of either party to enforce any term or condition shall not be construed as a waiver of that or any other term or condition.

## 10. Assignment

- Transfer of Rights: Client may not assign or transfer its rights or obligations under the invoice without prior written consent of Supplier. Supplier may assign its rights and obligations to any affiliate or successor entity with notice to Client.

## 11. Severability

- If any provision of these terms is held to be invalid or unenforceable, such provision shall be severed from the remainder of the terms, which will remain in full force and effect.

## 12. Entire Agreement

- These terms, together with the invoice and any referenced agreements, constitute the entire understanding between the parties regarding the subject matter. No other agreements, representations, or warranties shall have any force or effect unless expressly stated herein.

## 13. Notices

- All notices required or permitted under these terms shall be given in writing and delivered by email, registered mail, or courier to the addresses specified on the invoice or as otherwise notified in writing.

## 14. Force Majeure

- Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to natural disasters, acts of government, war, strikes, or failure of suppliers.

## 15. Survival

- Any provisions which by their nature should survive termination or expiration of the invoice, including but not limited to confidentiality, payment, and liability clauses, shall so survive.

## 16. Electronic Signatures

- Electronic signatures and counterparts of the invoice and these terms shall be deemed valid and binding to the same extent as originals.

## Conclusion

By processing this invoice, the Client acknowledges receipt and acceptance of all terms and conditions stated herein. It is recommended that both parties retain a copy of these terms for their records. Any questions or concerns regarding these terms should be addressed to the Supplier before payment is issued.