

Terms & Conditions

Please read these terms carefully before using our services.

Orders

All orders submitted to WPG Consulting, LLC are considered offers and are not binding until formally accepted by WPG Consulting, LLC. Quoted delivery timeframes are estimates only and are provided as a courtesy. WPG Consulting, LLC shall not be held liable for delays caused by factors outside of its reasonable control, including but not limited to carrier delays, manufacturer backlogs, or force majeure events. Any approved cancellations, suspensions, or modifications to an order are subject to the policies and guidelines of the applicable manufacturer or vendor, and WPG Consulting, LLC cannot guarantee outcomes beyond those terms.

Subscription License Orders (1, 2, or 3 Year)

WPG Consulting, LLC may offer special promotional pricing on multi-year subscription license agreements for terms of one (1), two (2), or three (3) years. Acceptance of such pricing requires execution of a written contract. Billing will commence on the first (1st) day of the month and will continue on a monthly basis for the duration of the agreed term — 12, 24, or 36 months, as applicable.

Customers may add licensed seats during the contract term at the agreed promotional per-seat rate. However, Customers acknowledge and agree that they may not reduce or remove seats from their domain until the contract term has concluded. Early seat reductions are not permitted under promotional pricing agreements.

Pricing

Prices for all products and services are those set forth in an order accepted by WPG Consulting, LLC. Pricing is subject to variation based on a number of factors, including but not limited to manufacturer discounts, current price list changes, order volume, the specific services and personnel required, and the individual circumstances and needs of each Customer.

WPG Consulting, LLC cannot and does not make any guarantees regarding the pricing or related terms applicable to any given order. All quoted prices should be verified at the time of order acceptance.

Title, Ownership & Inspection

Title to any product sold by WPG Consulting, LLC remains with WPG Consulting, LLC until the product has been paid for in full by the Customer. Risk of loss or damage transfers upon delivery.

Upon receipt of any shipment, Customers are responsible for promptly inspecting all packaging and contents. Any damaged shipping containers must be reported to your WPG account executive within two (2) days of receipt. Order shortages or concealed damages must be reported in writing to WPG Consulting, LLC within seven (7) business days of delivery. Failure to report within these timeframes may limit WPG Consulting, LLC's ability to file a claim on the Customer's behalf.

Payment Terms

Unless otherwise specified in a separately executed written contract, all invoices are due and payable on a net thirty (30) day basis from the date of invoice.

Customers are responsible for the payment of all applicable federal, state, municipal, and other governmental taxes associated with their purchases. These amounts are in addition to, and not included in, quoted product or service pricing unless explicitly stated otherwise.

Invoices not received by their due date will be assessed a late payment charge of **1.5% per month**, or the maximum rate permitted by applicable law, whichever is less. In the event WPG Consulting, LLC is required to refer an overdue account to a collections agency or initiate legal proceedings to recover outstanding amounts, the Customer shall be responsible for all costs incurred, including attorney's fees and court costs.

Billing Disputes

WPG Consulting, LLC is committed to resolving billing concerns promptly and fairly. All billing disputes of any kind must be reported in writing to WPG Consulting, LLC no later than **thirty (30) days** from the date the disputed charge was posted to the Customer's account. Disputes submitted outside of this window will not be eligible for review, and all charges posted to the Customer's account will be deemed correct and final.

Product Returns

WPG Consulting, LLC accepts returns of unused, unopened products subject to the return policies and guidelines of the applicable manufacturer. All returned products must be complete, in their manufacturer's original packaging, and free from any visible damage.

No return will be accepted without a valid Return Merchandise Authorization (RMA) number, issued by WPG Consulting, LLC. RMA numbers are valid for ten (10) days from the date of issuance and must accompany the returned product.

The following product categories are **not eligible for return**:

- Items that have reached end-of-life status at the time the order was placed
 - Used or opened software
 - Used consumables
 - Custom-configured or built-to-order products
 - Products not originally purchased through WPG Consulting, LLC
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Warranties

When WPG Consulting, LLC performs services pursuant to a Statement of Work (SOW), WPG Consulting, LLC warrants that such services will be performed in a skillful and workmanlike manner, consistent with applicable industry standards.

WPG CONSULTING, LLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. No representation or warranty beyond what is expressly stated herein shall be binding upon WPG Consulting, LLC unless made in writing and signed by an authorized representative.

Limitation of Liability

WPG Consulting, LLC's liability to any Customer is limited to direct damages only, and shall in no event exceed the total amounts paid by the Customer to WPG Consulting, LLC for the specific product(s) or service(s) directly giving rise to the claim.

WPG Consulting, LLC shall not be liable for any of the following, regardless of whether WPG Consulting, LLC has been advised of the possibility of such damages:

- Indirect, incidental, consequential, expectancy, punitive, reliance, or special damages of any kind
- Loss of profits, revenues, savings, or business advantage
- Increased cost of operations or delays in the delivery or installation of services
- Any amounts paid or payable by the Customer to third parties

Confidentiality

Both parties agree to protect each other's Confidential Information from unauthorized disclosure to any third party. This obligation shall remain in effect for a period of **three (3) years** following the expiration or termination of these Terms and Conditions. Each party agrees to use the other's Confidential Information solely for the purpose of performing its obligations or exercising its rights under these Terms and shall employ reasonable safeguards to prevent unauthorized access or disclosure.

Governing Law & Dispute Resolution

These Terms and Conditions shall be governed by and construed in accordance with the laws of the **Commonwealth of Virginia**. Any dispute arising under or related to these Terms and Conditions shall be resolved in the state or federal courts of Virginia, unless WPG Consulting, LLC elects, at its sole discretion, to file suit in a jurisdiction where the Customer maintains an office or property, where the products were delivered, or where the products are currently located.

Extended Payment Terms (Net 90+)

The following additional terms apply to any transaction where payment is agreed to be due beyond a net ninety (90) day payment term:

- The payment obligation is **non-cancelable** and may not be terminated early for any reason.
- By entering into such terms, the Customer hereby grants WPG Consulting, LLC a **purchase money security interest** in all equipment associated with the transaction, which WPG Consulting, LLC may perfect in accordance with applicable law.
- In the event of a late payment, the Customer shall be assessed a late fee of **5% of the outstanding amount per month**, in addition to any other remedies available to WPG Consulting, LLC under these Terms.

Last updated: January 2025