

Alta Data Technologies, LLC (ADT) Terms and Condition of Sale 3 January 2011 ADT

Terms and Condition of Sale, Rio Rancho, NM USA © 2011 ADT

Order Acceptance - The BUYER'S order is not consider accepted or binding until an ADT sales order (SO) acknowledgement has been issued. All ADT products or services sold are subject to the Terms and Conditions of Sale referenced on ADT's SO acknowledgment at the time of the sale.

Product Return Policy - For standard catalogue items, ADT allows the return of 3 units or less per order within 15 days from shipment if the following conditions are met:

- (i) An RMA Number is requested in advanced of shipment and clearly visible on return packaging.
- (ii) The product's ESD package seal is unopened (ADT cannot resell any product that has been opened).
- (iii) Upon return, ADT finds the product in 100% new condition for resell
- (iv) A 25% restocking fee applies to all returns

NOTE: Systems, custom product configurations or third party content may not be returnable. **ADT reserves the right to refuse ANY product return/refund for ANY reason.**

Pre-Shipment Order Cancellation - All order cancellations require ADT written (email or fax) approval. For standard catalogue items of quantity 3 units or less per order there should not be a fee if the product is not scheduled to ship within 4 weeks. For **ALL** order cancelations, ADT reserves the right to charge the customer any reasonable costs associated with the order that may include, but are not limited to design, manufacturing, overhead, legal, sales, travel and support costs. **For ANY order, ADT shall be the sole judge of what cancellation costs are reasonable.**

Limited Warranty - 5 year warranty for standard catalogue interface cards and 90 day warranty for card connectors and cable assemblies. ADT software is warranted for 30 days. Please see ADT Limited Warranty and Software License documents for details.

Payment Terms – Net 30 OAC. ADT strives to pay our suppliers as fast as possible. ADT appreciates the same consideration from our customers. Standard terms on approved credit (OAC) are net 30 calendar days from date of shipment. Credit Card orders require a 4% additional fee for the total of the order (including pre-pay/add shipping charges). A 2% monthly interest fee shall be applied to the customer's invoice/account for payments not received within 45 days.

Shipping/Freight/Insurance – FOB Factory. All orders are FOB Factory and the customer pays all freight and insurance. For pre-pay/add orders, ADT includes insurance for the full order value (or for shipment total for partial shipments). For shipments to freight forwarders, ADT will automatically add freight charges (including insurance) for 2nd day air to the freight forwarding destination.

NOTE: The customer is encouraged to provide ADT a FEDEX or UPS account numbers at time of order. For orders shipped against a customer's freight account number, ADT's will NOT designate shipping insurance unless instructed (on the purchase order). ADT reserves the right to refuse a customer's freight company and charge pre-pay/add or freight fees to the purchase order. ADT will consult with the customer prior to shipment if the designated freight carrier is not satisfactory for ADT operations.

Product Classifications, ITAR, Process or Material Flow-Downs, Local Law Usage and Discard Laws - ADT manufactures commercial off the shelf (COTS), catalogue items that are designed to open, public domain standards. ADT products are NOT intended for public communication systems, safety-critical applications or any specific military or space end-use application. ADT shall NOT produce, modify or provide services to allow any product to be enabled as a specific military or space end-use standalone item. ADT's relationship with the BUYER is that of "supplier" and not "subcontractor".

ADT's defined product specifications, material selections, markings, quality and manufacturing processes apply. No purchase order listed design, functionality, manufacturing procedures, material selection, special markings, quality, distribution or process "flow downs" are accepted unless specifically listed on an ADT product quote and/or SO acknowledgement. Applicable US Law and FAR flow downs are fully supported.

ADT's products and services are regulated by the US Department of Commerce and are not ITAR controlled. The BUYER agrees to NOT send any ITAR controlled information or data to ANY ADT personnel without prior written approval from an ADT officer. The BUYER or end-user assumes ALL liability, responsibility and cost for regulatory filings for use or export, and in proper discard of products or documentation. Use of ADT products or documentation in violation of local usage, waste discard, export control regulations, violation of US ITAR regulations, or any clause of this document voids product warranty and shall not be supported.

Buyer's Purchase Order Conflict Of Terms - In the event BUYER submits an order with written or applied terms in conflict with ADT's terms and conditions of sale, such order's terms shall have no effect and ADT's "Terms and Conditions of Sale" shall prevail. Any dispute to these conditions shall be communicated to an officer of ADT for resolution. **ADT is glad to work with our customers to resolve any reasonable conflict.**

LIMITED LIABILITY - ADT DISCLAIMS ALL LIABILITY FOR ANY DOCUMENT ERRORS OR PRODUCT USAGE. ADT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES, OR FOR ANY LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE, WHETHER OR NOT ALLEGED TO BE BASED ON BREACH OF REQUIREMENTS, SPECIFICATONS, WARRANTY, CONTRACT OR NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THE SALES, DELIVERY, USAGE, SUPPORT, SERVICE OR REPAIR OF ADT PRODUCTS. EXCEPT AS REQUIRED BY LOCAL LAW. UNDER NO CIRCUMSTANCES SHALL ADT'S TOTAL AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

INDEMNIFICATION - THE BUYER, RESELLER OR DISTRIBUTOR OF ADT PRODUCTS AGREES TO INDEMNIFY AND HOLD HARMLESS ADT, ADT MEMEBERS, ADT EMPLOYEES OR ADT CONTRACTORS AGAINST LOSS OR THREATENED LOSS OR

EXPENSE THAT MAY EXCEED \$500 ARISING OUT OF ANY CLAIMS FOR DAMAGES WITH USE OF, OR IN CONNECTION WITH ADT PRODUCTS OR SERVICES, AND INCLUDING BUT NOT LIMITED TO PROCESS OR MATERIAL FLOW-DOWNS, US ITAR OR LOCAL GOVERNMENT REGULATIONS.

By placing an order with Emerson Electronic Equipment Ltd the Customer acknowledges and agrees to be bound by Alta Data Technologies (The Seller) Terms and Conditions as "Buyer"