

Terms and Conditions

These terms and conditions apply to Intelli-Safety Systems, LLC.



Application: These General Terms and Conditions are set forth in an effort to create a clear hassle free experience for our customers. They apply to all products, supplies or services (collectively, "Products") furnished by ISS to any ISS customer ("Customer"). In ordering, receiving, or accepting the Products, Customer agrees to these General Terms and Conditions. If the need arises for ISS to adopt your organization's terms and conditions, ISS will only be bound to those by agreement in writing, and corresponding pricing will reflect any additional responsibility and risk. These General Terms and Conditions, together with ISS's price quotation, Customer's Purchase Order (absent any conflicting terms or conditions included therein), ISS's order acknowledgment, and (invoice form the entire agreement between ISS and Customer with respect to the purchase of the Products, and all other terms, conditions, and/or representations, whether written or oral, express or implied, are excluded.

Prices/Quotations: ISS's prices are subject to change without notice. Price quotations, unless earlier withdrawn, shall be open only to unqualified acceptance by Customer in accordance with these General Terms and Conditions, and only within the period specific in the quotation (or, if no such period is specified, within a period of 30 days from the date of the quotation). Prices and quotations do not include any charges or billable items from third-party purchasing agents, and ISS reserves the right at any time to adjust pricing and quotations to account for any such third-party purchasing agent charges or billable items. ISS prices and quotations are subject to Customer credit approval.

Payment Terms: All orders are accepted with cash paid in advance or other immediately available funds, or upon such other terms as the parties may agree. ISS may, in its sole and absolute discretion, extend credit to Customer. Customer's application for credit, available at www.issanswers.com, requires completion of a ISS credit application and a current balance sheet. If credit is extended, payment terms will be Net 30, unless otherwise specified by ISS. Customer will be charged a finance fee of 1.5% per month of any amount past due until paid. Customer shall be responsible for all collection costs, attorney fees, and other reasonable costs incurred by ISS in pursuing collection of any past due amounts, including those

incurred by ISS in initiating a collection lawsuit, which amounts shall be added to the balance due by Customer and paid by Customer. In the event Customer's account balance is delinquent, ISS may, in addition to ISS's other remedies at law and remedies provided herein, put the Customer's account on hold, and the Customer will not be able to make additional purchases on the account until the Customer's balance, including any interest and fees, is paid in full. ISS accepts the following credit cards: American Express, Corporate Purchasing Cards, VISA, Discover Card, and MasterCard.

Taxes: ISS's prices and quotations do not include sales, use, excise, or other taxes that pertain to the locale of Customer. Accordingly, Customer shall, in addition to prices and quotations specified by ISS, pay any sales, use, excise, or other tax attributable to the sale of the Products covered hereby, or, in lieu thereof, provide ISS with tax exemption certificates acceptable to ISS. If ISS is required to pay any taxes with respect to the sale, purchase, delivery, storage, processing, use or consumption of any of the Products sold to Customer, the Customer shall promptly pay the amount thereof to ISS upon demand.

Minimum Orders Cancellation Fees: Orders less than \$50.00 will be paid via credit card. Order accepted by ISS are subject to cancellation by Buyer only upon the express written consent of ISS. Upon such cancellation and consent, ISS shall cease work and hold for Buyer all completed and partially completed articles and work in progress and Buyer shall pay ISS for all work and materials that have been committed to and/or identified to Buyer's orders plus a cancellation charge as prescribed by ISS, in addition to a reasonable profit to ISS on the entire contract or purchase order.

Shipping Policy: All Products are shipped FOB Logan, Utah (FCA Logan, Utah per Incoterms® 2010, if international), with freight and insurance prepaid and added to the invoice as a separate item. The cost of any special packing or special handling caused by Customer's requirements or requests shall be added to the amount of the order.

Risk and Title: Risk of loss or damage to the Products shall transfer to the Customer from the time

of delivery or deemed delivery. Any and all claims for Products lost or damaged in transit should be made by Customer to the carrier, as risk of loss transfers to Customer, and (responsibility ceases, upon tender of Products to Customer, to Customer's representative, or to a common carrier. Ownership of the Products shall not pass to the Customer until ISS has received payment in full for the Products and all other sums due to ISS from the Customer on any account. Until transfer of title in the Products, the Customer shall ensure that the Products are kept safe, secure and insured.

Services: Customer shall, at its own expense, supply ISS with all necessary documents, permissions, materials, and data, or other information reasonably requested by ISS, to allow ISS and/or its agents and representatives to provide any services related to the Products, such as installation and training, and Customer will provide suitable working accommodations at the location the services will be performed.

Restocks>Returns: With some exceptions, unused Products may be returned within sixty days of purchase with prior authorization (RMA) by the factory. Returned Products must be suitable for resale as new. A 15% restock fee will be charged on all returns. Credit will be given only to the billing party on the invoice. Credit will not be given for used or previously installed goods unless defect is detected and replacement is warranted.

Security Interest: By acceptance of the Products, Customer grants ISS a security interest in the Products, until payment in full, continuing if the collateral becomes part of a whole, product or mass, together with all proceeds and/or products, and, upon failure to pay as agreed, ISS shall have all rights and remedies of a secured party under applicable law.

Limited Warranty: Products manufactured by ISS are warranted by ISS to be free from defects in materials and workmanship under normal use and service for twelve months from the date of shipment unless otherwise specified in the corresponding product manual.

(Product manuals are available for review online at www.issanswers.com.)

Products, which shall be the sole and exclusive remedy under this warranty. The Customer assumes all costs of removing, reinstalling, and shipping

defective Products to ISS. ISS will return such Products by surface carrier prepaid within the continental United States of America. To all other locations, ISS will return such Products best way CIP (port of entry) per Incoterms® 2010. This warranty shall not apply to any Products which have been subjected to modification, mis-use, neglect, improper service, accidents of nature, or shipping damage. This warranty is in lieu of all other warranties, expressed or implied.

ISS EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ISS hereby disclaims, to the fullest extent allowed by applicable law, any and all warranties and conditions with respect to the Products, whether express, implied or statutory, other than those expressly provided herein.

Factory Repair: Factory repair charges, to the extent not covered by ISS's limited warranty, are billed at \$35.00 per hour (minimum charge of \$25.00) plus cost of materials at prevailing prices. Shipping cost TBD.

Product Use: Customer hereby accepts sole responsibility for ensuring that the Products are used properly, whether used alone or in conjunction with any other services, applications, or other goods. Where the Products form part of a larger project or series of work carried out by the Customer, and/or by a third party on the Customer's behalf, ISS shall have no responsibility or liability whatsoever for the success or failure of that larger project or series of work.

End User and End Use Information: For compliance with export regulations and also any product specific notifications that may come up before or after shipment, Customer agrees to provide and update ISS with the identification/contact information of the end user of the Products.

Resale: Resale of Product by Customer is prohibited without the written consent of ISS, and such consent shall not be unreasonably withheld, but shall be subject to Customer's completion of form BIS 7-11 as per Bureau of Industry and Security standards.

Serial Number: Customer agrees that the serial number affixed to Product shall not be removed, altered, or made unreadable under any

circumstances, as such is necessary to determine disposition of the Limited Warranty. Customer understands that any removal, alteration, or disfigurement of the serial number may disqualify Customer from Limited Warranty eligibility.

Limitation of Liability: Except for indemnity obligations exchanged herein and to the extent not prohibited by law, with respect to claims between the parties, in no event shall either party be liable under this Agreement for personal injury, or any incidental, special, indirect, punitive or consequential damages whatsoever, including, without limitation, loss of income, loss of business, diminution of goodwill, damages for loss of profits, loss of data, business interruption or any other commercial damages or losses, arising out of or related to the other party's engagement to perform, use or inability to use the Products, however caused, regardless of the theory of liability. Both parties acknowledge that the other has entered into this Agreement in reliance upon the limitations of liability set forth herein and that the same is an essential basis of the bargain between the parties.

Indemnification: ISS shall indemnify and keep indemnified, Customer and its agents, representatives and employees against any loss, damage, injury claims, demands, or causes of action, asserted by or claimed by any third party in connection with or related to either party's responsibilities here under, whether contractual, in tort, or as a matter of strict liability or liability imposed by law or regulation, to the extent arising out of the negligent or grossly negligent or intentionally wrongful acts or omission, or other fault of ISS or third parties over which ISS has control or any violation of applicable laws or regulations by ISS or third parties over which ISS has control. Customer shall indemnify and keep indemnified, ISS and its agents, representatives, and employees, against any loss, damages, injury claims, demands, or causes of action, asserted by or claimed by any third party in connection with or related to either party's responsibilities here under, whether contractual, in tort, or as a matter of strict liability or liability imposed by law or regulation, to the extent arising out of the negligent or grossly negligent or intentionally wrongful acts or omission, or other fault of Customer or third parties over which Customer has control or any violation of applicable laws or regulations by Customer or third parties over which Customer has control.

License of Intellectual Property Rights: ISS here-by grants to the Customer, and the Customer hereby accepts, a non-exclusive, transferable, royalty-free license for use of the Products. Customer shall not be entitled to grant or purport to grant to any third party any sublicense of the whole or any part of the rights granted to the Customer under this license. ISS gives no warranty in relation to the licensed technology or the uses to which it may be put by the Customer. ISS makes no representation or warranty that the Products and/or the use of the licensed technology will not infringe on another's patent or as to the validity or scope of any of the licensed technology.

Confidentiality: ISS respects customer confidentiality. Nevertheless, if technical information is anticipated to be disclosed by either party that shall be deemed to be of a confidential or proprietary nature, then the parties should negotiate and execute a bilateral written agreement specific to the purpose of the parties' transaction.

Most transactions do not require a Non-Disclosure Agreement.

Time/Limitation: ISS will use reasonable efforts to meet any estimated time lines or due dates for delivery of the Products. Any such dates are intended to be approximate and time shall not be of the essence with respect to such delivery. If no dates are specified, delivery will be within a reasonable time. ISS reserves the rights to defer the date of delivery of the Products, or to cancel the contract, if it is prevented from or delayed in the carrying on of its business due to circumstances beyond its reasonable control, including, without limitation, acts of God, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

Disclaimer: While ISS endeavors to provide only accurate and up to date information about the Products, all drawings, samples, descriptive matter, specifications and advertising issued by or provided by ISS and any descriptions or illustrations contained in ISS's promotional materials, including, but not limited to, all information contained on (website, are issued, displayed, made available, or published for general information only and for the sole purpose of giving an approximate idea of the Products, goods, and/or services described therein, and will not form part of the contract between the parties, will not bind ISS in any way, and ISS makes no representations or warranties of any kind, express or implied, about the

completeness, accuracy, reliability, suitability, or availability with respect to the same for any purpose. ISS will not be bound by or responsible for errors or omissions in any such information and reserves the right to correct any errors or omissions in such information in its sole and absolute discretion. In no event will ISS be liable for any loss or damage arising out of, or in connection with, the use of or reliance upon such information. Through ISS website Customer may be able to link to other websites which are not under control. ISS has no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorsement of the views expressed within them. Every effort is made to keep (website up and running smoothly. However, ISS takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues.

Default: Upon material default by either party, the non-defaulting party shall have the option to terminate the agreement or suspend performance of the agreement until the defaulting party's default is cured. Neither party is relieved of any obligations here under that accrued prior to the date of the default.

Assignment: On orders of over \$10,000.00, Customer may not assign, sublicense or subcontract its rights or obligations under any commercial relationship with ISS without the express prior written consent of ISS. ISS may, without Customer's consent, assign its right or obligations to any subsidiary or holding company of ISS and/or subcontract any part of ISS's obligations contemplated herein and regarding the Products.

Termination: Either party may terminate the commercial relationship between the parties, by written notice, at any time and in their sole discretion. However, any such termination must accommodate payment for reasonable costs and expenses incurred through the date of termination.

Survival: If any provision of the contract between the parties, including the General Terms and Conditions herein, is found by any court of competent jurisdiction to be unenforceable in any way, the remaining provisions shall continue in full force and effect. **Choice of Law:** The parties' commercial relationship and/or contract and the General Terms and Conditions shall be construed in accordance with the laws of the State of Utah, USA without giving effect to the principles of conflicts of

law. ISS and Customer hereby submit to the exclusive jurisdiction of any appropriate Court of the State of Utah, USA, to resolve any disputes or controversies which may arise under the parties' commercial relationship and/or contract and the General Terms and Conditions.

No Waiver: Failure or delay by either party in enforcing or partially enforcing any provision of the General Terms and Conditions shall not be construed as a waiver of any of its rights under the contract.

Discounts: The following discounts may be applied to Product pricing (some Products are excluded - see specific Product ordering information for details and availability). Discounts do not apply to freight or insurance.

Quantity: 7% discount from applicable list price for 11-24 units per order. 10% discount from list price for 25 or more units per order. Additional discount available for special contracting and/or complete entity product coverage.

Law Enforcement: Special discount may apply. See www.issanswers.com

Priority of Terms: In the case of a conflict between these Terms and Conditions and the terms and conditions of any applicable quotation, order acknowledgment, invoice, price list, product manual, or RMA, then, as to the conflicting terms only, the terms and conditions of the quotation, order acknowledgment, invoice, price list, product manual, or RMA, as may be applicable, shall govern.

For more information, call 435.994.1082 or email info@issanswers.com.



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