



## ZETRON TERMS AND CONDITIONS

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### 1. ACCEPTANCE

These terms and conditions govern the sale of Products to buyer by Zetron, contain the complete and exclusive agreement between the parties and supersede all prior or contemporaneous proposals, negotiations and understandings, oral or written. "Products" means "Zetron Products", "Zetron Accessories" and any third party products sold by Zetron. "Zetron Products" means products manufactured by Zetron. "Zetron Accessories" means personal computers, monitors and computer components, computer and audio peripherals, networking equipment and power supplies, all such items as sold by Zetron to buyer and integrated as components of a Zetron communication system, excluding any third party software or firmware. No order shall be binding on Zetron unless accepted by Zetron in writing in its sole discretion. Any Zetron software Products are licensed, not sold, to buyer under the terms of Zetron's then - current standard software license agreement, which is incorporated into these terms and conditions. Products shall only be used in life safety applications with redundant systems unless otherwise agreed in writing by the President of Zetron.

### 2. PRICE

QUALIFIED RESELLER DISCOUNTS ARE AVAILABLE. Prices are for U.S. domestic shipments. Consult Zetron's International Sales Group/Offices for export prices. Industrial Net Price Definition: All prices are quoted as "Industrial Net Dollars". "Industrial Net" is defined as Zetron's suggested price in U.S. dollars for direct sales of designated products to U.S. end-users. Industrial Net includes the hardware and/or software being offered, standard factory programming (where applicable), warranty, and our standard levels of pre- and post-sale technical support. Industrial Net excludes shipping, duties, customs fees, taxes, insurance, and value-added reseller activities such as requirements definition, system design, programming, installation, training, system integration, testing, and preventative/corrective maintenance, all of which shall be paid for or provided by buyer. Applicable taxes will be paid by buyer, unless buyer provides Zetron with an acceptable tax exemption certificate. Product Groups: Product Groups as designated in the Price Book define the discount levels available to qualified resellers. Products without such designation are configured system products, each of which have separate discount levels available to qualified resellers. Consult Zetron for specific information.

### 3. ORDERING

Zetron will accept telephone, e-mail or faxed orders.

### 4. SHIPMENTS

Shipping is F.O.B. Redmond WA, U.S.A. Shipments are prepaid by Zetron, and buyer is invoiced for and shall pay all shipping charges. For Products shipped in the contiguous United States, shipping is UPS ground unless otherwise specified; UPS shipments require a street address, not a post office box number. Zetron will use commercially reasonable efforts to deliver Products by the estimated delivery date; however, shipment of Products is subject to availability, and ZETRON EXPRESSLY DISCLAIMS LIABILITY FOR ANY FAILURE TO MEET SUCH DELIVERY DATES.

### 5. PAYMENT

For buyers eligible for credit, normal payment terms are net 30 days from date of invoice, but other terms may apply. Partial shipments will be invoiced. Interest will be charged at the maximum rate allowed by law to all overdue accounts which are also subject to collection charges, including without limitation, reasonable attorney's fees.

### 6. LIMITED WARRANTY

Buyer assumes responsibility for the selection of the Products to achieve buyer's or its customer's intended results and for the results obtained from the Products. If buyer has provided Zetron with any requirements, specifications or drawings, or if Zetron provides buyer with such materials, such materials are provided solely for buyer's convenience and shall not be binding on Zetron unless agreed in writing by the President of Zetron. ZETRON DOES NOT WARRANT THAT THE PRODUCTS WILL MEET BUYER'S OR ITS CUSTOMER'S REQUIREMENTS OR SPECIFICATIONS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. SUBJECT TO THE LIMITATIONS SET FORTH BELOW, Zetron warrants that all Zetron Products and Zetron Accessories will be free from material defects in material and workmanship for one year from date of shipment (except where indicated otherwise in the Zetron Price Book). For buyer's convenience, Zetron may purchase and supply additional items manufactured by others. In these cases, although Zetron's warranty does not apply, buyer shall be the beneficiary of any applicable third party manufacturer's warranties, subject to the limitations therein. Zetron's warranty covers parts and Zetron factory labor. Buyer must provide written notice to Zetron within the warranty period of any defect. If the defect is not the result of improper or excessive use, or improper service, maintenance or installation, and if the Zetron Products or Zetron Accessories have not been otherwise damaged or modified after shipment, AS ZETRON'S SOLE AND EXCLUSIVE LIABILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY, Zetron shall either replace or repair the defective parts, replace the Zetron Products or Zetron Accessories or refund the purchase price, at Zetron's option, after return of such items by buyer to Zetron. Shipment shall be paid for by the buyer. No credit shall be allowed for work performed by the buyer. Zetron Products or Zetron Accessories which are not defective shall be returned at buyer's expense, and testing and handling expense shall be borne by buyer. Out-of-warranty repairs will be invoiced at the then - current Zetron flat rate repairs rate. THE FOREGOING WARRANTY AND THE THIRD PARTY MANUFACTURER'S WARRANTIES, IF ANY, ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED, IMPLIED OR ARISING UNDER LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

### 7. LIMITATION OF LIABILITY

ZETRON SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT LOSS OR DAMAGE ARISING OUT OF OR CONNECTED WITH BUYER'S PURCHASE OR USE OF PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OR ALTERATION OF DATA, DELAYS, LOST PROFITS OR SAVINGS, EVEN IF ZETRON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE LIMITED REMEDY ABOVE IS FOUND TO FAIL OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL ZETRON'S LIABILITY (WHETHER FOR NEGLIGENCE OR OTHER TORT, IN CONTRACT OR OTHERWISE) EXCEED THE PRICE PAID TO ZETRON FOR THE PRODUCTS.

IP networks by their nature are subject to a number of limitations, such as security, reliability, and performance. Anyone using non-dedicated IP networks, such as shared WANs or the Internet, to connect to any Zetron Products or systems should consider and is responsible for these limitations.

### 8. CLAIMS, CANCELLATIONS AND RETURNS

- (a) Title to Products passes to the buyer upon delivery by Zetron to a carrier, at which time risk of loss or damage passes to the buyer. During transit, Zetron will insure the shipment and buyer shall pay for the insurance. If buyer fails to notify Zetron within 10 days after receipt of Products of any defect, shortage, or other failure to conform to the purchase order, the Products shall be considered accepted by the buyer as delivered.
- (b) Buyer may cancel all or any portion of any order for standard Zetron Products at any time prior to shipment, subject to a cancellation charge of 10% of the price of the cancelled Zetron Products.
- (c) Buyer may return standard Zetron Products to Zetron for any reason within 30 days after shipment, provided that the returned Zetron Products are received in their original condition, including all packing materials, for a refund of the price paid less a restocking charge of 20% of the amount invoiced for the returned Zetron Products, unless such restocking charge is waived by Zetron in writing. All returns must be previously authorized by Zetron. No refunds or exchanges are authorized after 30 days from shipment. All returns for repair should be accompanied by a letter stating the nature of the problem, the serial and model numbers, and the buyer(s) name and telephone number. Specifications and prices are subject to change without notice.

### 9. DESIGN CHANGES; CUSTOM PRODUCTS

- (a) Zetron reserves the right to make changes in the design of its standard Zetron Products at any time without incurring any obligation to make equivalent changes in Zetron Products previously manufactured or shipped.

- (b) Any Zetron Products to be modified to fit unique applications or needs of buyer or which are produced in whole or in part by Zetron to buyer's specifications (as agreed in writing by the President of Zetron), are subject to the terms of a custom products addendum which shall be incorporated into these terms and conditions. In the event of any conflict between the custom products addendum and these terms and conditions, the custom products addendum shall control.

#### 10. INTELLECTUAL PROPERTY INDEMNIFICATION

- (a) Buyer shall defend, indemnify and hold harmless Zetron and its employees, agents, owners, and affiliates from and against all claims, damages, liabilities, losses and costs (including without limitation, reasonable attorneys' fees) arising from or based upon the use, sale or manufacture by Zetron, buyer or any third party, of any portion of the Zetron Products produced, in whole or in part, to buyer's specifications.
- (b) Except for buyer's indemnification obligations stated above, Zetron will indemnify buyer for any damages and costs finally awarded against buyer on the grounds that the Zetron Products, in the form delivered to buyer, infringe any U.S. patent or copyright, provided that buyer notifies Zetron in writing of such claim within 10 days after learning thereof and the buyer fully cooperates with Zetron and gives Zetron full control over the defense and settlement of the claim. If any such claim is brought or appears to Zetron to be likely to be brought, Zetron may, at its option, replace or modify the Zetron Products to make them non-infringing or refund to buyer, upon the return thereof to Zetron, the price paid for the Zetron Products at issue, less a deduction of 20% of the price for each full year which has passed since the date of shipment. Buyer shall discontinue all use of any portion of the Zetron Products that has been replaced or modified or for which the price has been refunded. THE FOREGOING REPRESENTS ZETRON'S SOLE RESPONSIBILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY INFRINGEMENTS OF ANY PROPRIETARY RIGHTS AND IS SUBJECT TO THE LIMITATION UPON ZETRON'S LIABILITY SET FORTH IN SECTION SEVEN (7).

#### 11. EXPORT OF PRODUCTS

The export of any Products or other items acquired hereunder is subject to compliance with the export control laws of the U.S. and other jurisdictions including all U.S. and/or other government restrictions or licensing requirements applicable to a subsequent re-export or transfer (in country). Buyer represents and warrants that it is not subject to any order suspending, revoking or denying its export privileges and that any export of any Products or items acquired from Zetron will be in full compliance with all applicable U.S. and foreign laws, regulations and orders. Buyer shall defend, indemnify and hold harmless Zetron, and its employees, agents, owners, and affiliates, from and against any and all losses, costs, penalties, liabilities, obligations, claims, demands or expenses (including without limitation, reasonable attorneys' fees) of any kind arising out of, or occasioned by any export of the Products or other items acquired from Zetron.

#### 12. CONFIDENTIALITY AND PROPRIETARY RIGHTS

Zetron's proprietary data ("Proprietary Data") includes, without limitation, all non-public ideas, product concepts, hardware, engineering data, software, specifications, manufacturing processes and techniques, reports, drawings, source code, protocols, computer databases, and other information embodied in any of the Zetron Products or otherwise disclosed to buyer by Zetron. Buyer promises to protect and preserve the confidentiality of all the Proprietary Data known to buyer. Buyer will not use any portion of the Proprietary Data except as may be required in connection with buyer's operation of the Zetron Products. No disclosure, publication, or discussion of Proprietary Data with or to third parties, other than employees who need to know the Proprietary Data for the purpose of utilizing the Products and who have agreed to protect its confidentiality, will be permitted without express prior consent of Zetron in each instance. Buyer shall take all appropriate actions to secure compliance by its officers, employees, agents and directors with the terms of this section. Buyer acknowledges that Zetron's remedies for any breach of this section may include, in addition to damages and other available remedies, injunctive relief enjoining any such breach.

#### 13. LIMITATIONS ON ACTIONS

No action, regardless of form, arising out of these terms and conditions or the services or Products provided hereunder may be brought by either party more than one year after the cause of action has accrued, except that an action for non-payment of any portion of the price or any other amounts owed to Zetron under these terms and conditions may be brought at any time within one year after the last payment thereon.

#### 14. FORCE MAJEURE

Zetron will not be in breach of its obligations hereunder if performance of such obligations is prevented, delayed or made impracticable by any cause beyond the reasonable control of Zetron, including without limitation, acts or omissions of buyer, acts of God or government, natural disasters or storms, fire, political strife, labor disputes, terrorism, failure or delay of transportation, default by suppliers or unavailability of parts.

#### 15. GENERAL: ENTIRE AGREEMENT

These terms and conditions will be governed by and construed in accordance with the laws of the State of Washington. Any litigation between the parties concerning these terms and conditions shall be brought in King County, Washington. If any of these provisions are held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. The prevailing party in any action or proceeding brought in connection with a breach of these provisions will be entitled to reimbursement by the other party for costs and reasonable attorneys' fees. Further, Zetron reserves the right to revise Products or specifications and to make changes to them from time to time without notice.

ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON BUYER'S ASSENT THAT THE PARTIES BE BOUND SOLELY BY THESE TERMS AND CONDITIONS AND THE AGREED ALLOCATION OF RISK REFLECTED IN THE EXCLUSIONS AND LIMITATIONS OF LIABILITY. ZETRON SHALL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERM, CONDITION OR OTHER PROVISION WHICH IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THESE TERMS AND CONDITIONS (WHETHER OR NOT IT WOULD MATERIALLY ALTER THESE TERMS AND CONDITIONS) AND WHICH HAS BEEN PROFFERED BY BUYER IN ANY PURCHASE ORDER, REQUEST FOR QUOTATION, BUYER SPECIFICATIONS, CORRESPONDENCE OR OTHERWISE, UNLESS ZETRON SPECIFICALLY AGREES TO SUCH PROVISION IN A WRITTEN INSTRUMENT SIGNED BY AN OFFICER OF ZETRON.



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