



WOHLER TECHNOLOGIES, INC (WOHLER) Terms and Conditions

1. SCOPE

- A. Unless otherwise provided, sales are made on the terms and conditions contained herein and, to the extent of any conflict, these terms and conditions take precedence over any terms and conditions which may appear on Buyer's order form. WOHLER shall not be bound by Buyer's terms and conditions unless expressly agreed to in writing.
- B. All WOHLER Products are offered for sale as commercial Products only.
- C. All verbal orders and change orders must be confirmed in writing by the Buyer.
- D. No order shall be binding until it is accepted in writing by WOHLER.

2. PRICES

- A. WOHLER prices do not include any duties, customs charges, federal, state or local sales, excise or use taxes. Any applicable taxes/charges will be billed by WOHLER as a separate item on the invoice unless Buyer provides a properly executed exemption certificate or other documentation prior to shipment.
- B. WOHLER prices do not include on-site installation assistance. Any required certification and/or inspection specifications, which are over and above WOHLER's usual quality control practices, are subject to negotiation prior to compliance.

3. DELIVERY Unless otherwise specifically provided:

- A. Sales are made EXW (Incoterms) Hayward, California
- B. Title and risk of loss shall pass to Buyer upon delivery to freight carrier
- C. Buyer shall be responsible for all transportation, insurance charges, tariff, duty and other ancillary charges.
- D. If the Buyer does not specify routing instructions, the selection of shipping method and routing shall be at WOHLER's discretion.
- E. WOHLER will make every reasonable effort to meet delivery schedules but assumes no liability for damages of any kind for delays

in delivery. Delays in delivery shall not relieve the Buyer from his obligation of performance.

4. WARRANTY STATEMENT

- A. With the exception of pixels, as addressed in Section 4.B and other equipment, as addressed in Section 4.C of these terms and conditions, WOHLER warrants that the equipment it manufactures is free from defects in workmanship and materials and meets published specifications. Equipment which has been operated within its ratings and has not been subjected to mechanical or other abuse or modification and has failed because of such defects, will at the option of WOHLER, be replaced or repaired if it is returned freight prepaid, to WOHLER within 24 months from the date of shipment. Equipment that fails under conditions other than described herein will be repaired at the price of components and labor in effect at the time of repair.
- B. For purposes of maintaining reasonable costs, WOHLER warrants that all LCD's and OLED's sold will be free of dead pixels on the center 3rd of the screen and have no more than 3 dead pixels outside the center 3rd of the screen, with no defective pixels within 5 mm of each other. WOHLER warrants pixels for a period of up to 90 days from shipment while it warrants functionality and workmanship as defined above in 4A.
- C. Any equipment that is installed inside WOHLER equipment must be returned to WOHLER for repair in order to retain warranty coverage.
- D. WOHLER's standard 24 month warranty outlined in 4.A above can be extended for a period of up to 3 additional years at the time of original purchase.
- E. This warranty does not cover claims resulting from customer misuse, transit or courier damage, application of an incorrect voltage or use of incorrect power supply, application of incorrect signal, abnormal environmental conditions, modification to the unit, or failure to observe the correct



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maintenance procedures outlined in the manual.

- F. This warranty is in lieu of all other warranties, express or implied, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. WOHLER is not liable for any consequential damages.

5. SOFTWARE / FIRMWARE LICENSE

- A. For the purpose of these terms and conditions, the following definitions apply: "Software" means one or more programs supplied specifically for use with the WOHLER Product.
- B. "Firmware" means one or more programs incorporated into a WOHLER Product and fixed in hardware or other non-volatile memory.
- C. WOHLER grants to its Buyers a non-exclusive, royalty-free license to use software and firmware with the related WOHLER Products in the configuration in which that Product was sold by WOHLER or subsequently upgraded by WOHLER.
- D. This license is subject to the following restrictions: (1) Buyer may not disassemble or decompile any part of the software or firmware; (2) Buyer may not modify or copy the software or firmware except as needed to operate the Product; (3) Buyer may transfer the software or firmware only upon the transfer of the interest in the Product; (4) This license confers no title, ownership or rights in any associated source code.

6. EQUIPMENT RETURNS

- A. Before equipment is returned to WOHLER for repair or any other reason, a Return Authorization number must be obtained from the WOHLER factory or a WOHLER authorized repair center. WOHLER assumes no responsibility for unauthorized returns.
- B. Due to changing technology standards and component end of life issues, under no circumstances will WOHLER issue any authorization for equipment returns for products more than five years past their original shipment date.
- C. For equipment returned under warranty, Buyer shall ship on a DDP (Incoterms)

basis (Delivered Duty Paid). For shipments to the United States, the Buyer should appropriately mark such equipment as U.S. goods, returning, without having been advanced in value or improved in condition by any process of manufacture or other means while abroad, using USHTS code 9801.00.10. Return freight charges after warranty repair shall be paid by WOHLER.

- D. For equipment repairs outside warranty, the equipment shall ship on an EXW (Incoterms) basis (Ex Works). The total of the agreed costs for both parts and labor shall be payable before the equipment is returned.

7. GENERAL

- A. Buyer is solely responsible for obtaining any required authorization from the Federal Communications Commission and for compliance with its regulations, and for obtaining all necessary federal, state and local permits.
- B. Publicity. The parties shall consult with each other before issuing any press release or otherwise making any public statement with respect to any products or services supplied by WOHLER to Buyer.
- C. The Buyer shall not assign his order or any interest therein without the consent of WOHLER.
- D. Interest and finance charges on any unpaid receivables beyond terms as specified in WOHLER's written acknowledgment shall be charged at the rate of 1.5% per month or the maximum rate allowable, whichever is lesser. Unless separately specified and accepted in writing, terms are Net 30 Days from shipment for credit customers.
- E. All transactions shall be governed by the laws of the State of California.