

TERMS AND CONDITIONS OF SALE

All quotations, products, and services provided by Black Diamond Advanced Technology, LLC ("BDATECH") or its representatives to any customer, distributor, reseller, original equipment manufacturer, end-user or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein. By ordering and accepting delivery of products and/or services ("Products") from BDATECH, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions ("Terms") together with the item, quantity, price, and similar terms as set out in BDATECH's quotation, order acknowledgement and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. BDATECH hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of Products, even if receipt thereof is acknowledged by signature or otherwise. **No waiver or modification of these Terms shall be binding on BDATECH unless set out in a separate negotiated agreement signed by an authorized officer of BDATECH.**

QUOTATIONS & PRICES: All prices are based on the delivery terms herein and, unless otherwise specified by BDATECH in a separate written agreement or quotation, are subject to change without notice. Quotations are valid for 30 days, unless otherwise specified therein, and may be changed or withdrawn at any time prior to acceptance. Quotations to non-U.S. Buyers are solicitations for offers to purchase. Clerical or typographical errors are subject to correction. Quoted prices and estimated lead-times are valid only for the quantities, terms, and payment schedule specified. Prices do not include any applicable sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, withholdings or like charges, domestic or foreign, related to the Products supplied hereunder. Any such amounts paid by BDATECH will be invoiced to Buyer in addition to quoted pricing unless Buyer provides an exemption certificate acceptable to the applicable taxing authority.

MINIMUM ORDER: BDATECH will not accept orders which do not comply with these minimum order limits:

Limit 1: Orders less than \$50,000.00 (USD) require acceptance of these Terms & Conditions without modification; customer or negotiated Terms will not be considered for orders less than \$50,000.00 (USD).

Limit 2: Orders less than \$3,000.00 (USD) require advance payment in the form of credit card, certified check or money order.

Limit 3: Absolute minimum for any single order is \$250.00 (USD).

ORDERS & ACCEPTANCE: Please refer to Quote Number in Order. Orders must be presented in writing and in machine readable format via email to ORDERS@BDATECH.COM and will be considered accepted only when BDATECH expresses its acceptance in writing or ships the Products ordered. To receive quoted pricing, Buyer's purchase order must accept and reference the applicable quotation without modification. BDATECH reserves the right, without liability, to refuse any order, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed BDATECH's inventory or ability to deliver. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" to the same extent and under the same conditions as other business records maintained in documentary form. BDATECH shall be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

CHANGE & CANCELLATION: Except by special written agreement, all orders are NON CANCELLABLE / NON RETURNABLE, and any cancellation will be subject to payment of cancellation charges as determined by BDATECH. Any changes requested by Buyer must be submitted in writing and are subject to written acceptance by an authorized representative of BDATECH. Costs and/or delays resulting from such changes will be solely determined by BDATECH and binding upon Buyer. BDATECH, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations herein.

PAYMENT TERMS: For customers without approved credit terms, for orders less than Minimum Order Limit 2 (above), and for shipments outside the U.S., payment in advance of shipment is required. Credit terms, if any, require BDATECH's written approval and are measured from date of invoice. Deposits or stage payments, if any, are non-refundable; no discount for early payment is authorized without BDATECH's written consent. Visa, MasterCard, Discover and American Express are accepted. Payment terms will not be affected by any delay in delivery, installation or acceptance; provided, however, that if shipment is delayed due to Buyer's acts or omissions, payment will be due on the scheduled shipment date, and Products will be stored at Buyer's expense and risk for the duration of such delay. Partial shipments are billed as made and payable on the terms above. Notwithstanding credit approval, BDATECH reserves the right to modify payment terms or require prior payment, letter of credit, or COD when, in the opinion of BDATECH, Buyer's financial condition or previous payment record so warrants. If Buyer is delinquent in any payment due, BDATECH may exercise any and all available remedies, including set off, and may suspend production and/or institute credit hold procedures for all pending orders. A service charge (not to exceed 1.5% per month) may be charged on all past due balances. If BDATECH deems it necessary to

refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorneys' fees) will be charged to Buyer's account, up to the maximum allowed by law. In the event of any voluntary or involuntary bankruptcy or insolvency proceeding involving Buyer, BDATECH shall be entitled to cancel any order(s) then outstanding and receive reimbursement for cancellation charges as provided above.

DELIVERY & INSPECTION: For domestic shipments, all deliveries are ExWorks (Incoterms 2010). Buyer shall bear all risk and expense for delivery of Products and, at its option may select the carrier and method of shipment. BDATECH will make such selections if Buyer fails to do so at least five (5) days prior to shipment, and any shipping contracts made by BDATECH will be for Buyer's account and invoiced to Buyer in addition to the product price. For international shipments, delivery shall be either FCA-Chandler or FCA-Phoenix (Incoterms 2010), as specified in BDATECH's order acknowledgment. BDATECH will use its forwarder to clear the shipment for export under its own license then turn the shipment over to Buyer's forwarder for shipment onward at Buyer's expense and risk. Title will pass upon delivery as provided above and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these Terms. BDATECH will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance are approximate only, and failure to perform within such dates will not subject BDATECH to liability. Buyer must inspect all items upon arrival and provide written notice to BDATECH, within thirty (30) days, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all items will be deemed accepted and any right of rejection will be waived. Use or resale of products in any manner following delivery will also constitute acceptance by Buyer. Any claim for loss or damage in transit should be made directly to the delivering carrier.

LIMITED WARRANTY: BDATECH's LIMITED WARRANTY is attached hereto and incorporated herein by reference, and may also be found at <http://www.bdatech.com/legal>. **TO THE FULL EXTENT ALLOWED BY LAW, THE WARRANTY AND REMEDIES IN BDATECH'S LIMITED WARRANTY ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

RETURN AUTHORIZATION: All returns (including returns for examination or repair under Warranty) require prior authorization from BDATECH in the form of a Returned Material Authorization ("RMA"), which may be obtained from BDATECH customer service at www.bdatech.com/support or by calling 480-939-2339. The RMA number is valid for 7 days from issuance and should be clearly marked on the exterior of the shipping container and all enclosed shipping documents. Products returned without an RMA number may be returned to Buyer freight collect. Unless agreed by BDATECH in writing, all sales are final. For non-Warranty repairs, issuance of an RMA requires a Buyer purchase order ("PO") covering all charges associated with the required repairs or service. A PO is also required for items under Warranty where Buyer requests an expedited exchange; BDATECH will issue a credit against the PO upon receipt of returned items per the RMA instructions. Returned items should be shipped by Buyer freight prepaid and properly boxed to prevent damage in transit. BDATECH WILL NOT ACCEPT ANY C.O.D. PARCELS. For Products covered by Warranty, return transportation will be prepaid by BDATECH. For Products not under Warranty or returned with no fault found, return transportation will be charged to Buyer.

PRODUCT SPECIFICATIONS AND VALIDATION: All Products, when delivered by BDATECH, will substantially conform to BDATECH's published specifications; however, Buyer is responsible for validation of each specific Product application and any use of Products as a component of, physically installed on, or in conjunction with other products or attachments not supplied or specified by BDATECH for such purpose, including all necessary testing and qualification, and will put in place all necessary systems and protections to ensure that any failure or defect relating to the Products will not result in any other or further liability, damage, or safety issues. BDATECH's responsibility shall in all events be limited to repair or replacement of the failed or defective Product(s) as provided in

these Terms and shall not include any further liability for or arising out of third party products with which the Products may be installed, combined, or used. Any description of the Products is for the sole purpose of identification and does not constitute a warranty of any sort. Any sample or model provided or used in connection with any order is for illustrative purposes only and is not to be construed as a warranty that the Products will conform to the sample or model. BDATECH reserves the right to discontinue or change the design or specifications of any product or component at any time, and will use commercially reasonable efforts to notify Buyer of any decision to discontinue products or any material change in specifications affecting form, fit or function.

SOFTWARE & FIRMWARE: Any software provided by BDATECH including without limitation internal system code, firmware, and/or operating system software ("Software") is licensed, not sold, and is provided upon the terms and subject to the conditions set forth in the applicable license agreement, the terms of which will prevail over any contrary terms and conditions herein. Buyer will be deemed to have agreed to the terms of any applicable licenses by opening the media envelope or by installing or using the Software or the Product in which it is installed. BDATECH or its suppliers or licensors own all such Software and, unless otherwise provided in the applicable license agreement, BDATECH grants Buyer, only for so long as Buyer owns the Product, a limited, personal, non-exclusive, non-transferable, license to use such Software only in machine readable form and only as part of the normal operation and maintenance of the Product with which it is provided. All rights in and to such Software that are not expressly granted to Buyer are expressly reserved. Buyer may not copy or duplicate the Software, in whole or in part (other than one back-up copy, bearing all original copyright notices, for archival purposes) or transfer, sublicense, distribute, sell, lease, rent, or otherwise provide or disclose any such Software, or any portion thereof, to any third party, including without limitation any use over the internet or through an application service provider model. Buyer may not circumvent any usage or other restrictions imposed by any license manager, or modify, adapt, copy, recast, alter, compile, decompile, translate, or create derivative works based on such Software, or use the same for application development purposes. The license will terminate when Buyer discontinues use of the Product with which such Software is provided.

USE RESTRICTIONS & REQUIREMENTS: Certain BDATECH Products are Defense Articles as defined by the USML per 22 CFR 121 and are therefore Export Controlled under the International Traffic in Arms Regulations ("ITAR"). Buyer is responsible for compliance with all applicable state, local, foreign, and other laws, regulations, codes, ordinances, recommendations and requirements of government authorities pertaining to the purchase, license, installation, operation, maintenance, use, resale, or transfer of Products supplied hereunder, including without limitation obtaining all required licenses, permits, and registrations, it being understood that BDATECH shall have no obligation or responsibility and makes no warranty of any kind regarding compliance with such requirements. BDATECH shall not be liable if any license, permit, or registration is delayed, denied, revoked, restricted, or not renewed, and Buyer shall not thereby be relieved of any obligation to pay BDATECH for the Products. Buyer may not (1) modify, alter, disassemble, or make any changes to any Products, or permit any third party to do so, without BDATECH's prior written consent; (2) import, export, sell, transfer, service, store, or otherwise handle, distribute or use any Products supplied hereunder in any manner prohibited by applicable laws and regulations, including all applicable export control laws, restrictions and regulations, or contrary to any written warning or instruction given by BDATECH herein, in the product documentation, on its website, or otherwise; or (3) make any representations or warranties on behalf of BDATECH as to the quality, merchantability, fitness for a particular use, or other features of the Products. Each party shall indemnify and hold harmless the other party from all liabilities, claims, losses, damages, and expenses (including without limitation reasonable attorneys' fees and expenses) arising out of any breach of these terms and conditions, except as expressly limited herein.

PROPRIETARY INFORMATION: Buyer acknowledges that BDATECH's products are based upon and embody various confidential and/or proprietary technology, information, know-how, and trade secrets of BDATECH and its suppliers and licensors. BDATECH and its suppliers or licensors (as applicable) shall exclusively own all inventions, technology, processes, methods, know-how, trade secrets, and other proprietary information of any kind used or embodied in the products, documentation, drawings, designs, specifications, Software, and other items furnished by BDATECH, all intellectual property rights with respect thereto, and all reproductions or derivatives thereof in any form ("Proprietary Information"). Buyer shall neither acquire nor claim any right, title, or interest in, and shall exercise reasonable care to maintain the confidentiality of, BDATECH's Proprietary Information, and shall use the same solely as required for its authorized use of the Products supplied

hereunder. Buyer may not directly or indirectly (1) copy, adapt, develop, reverse engineer, recast, compile, decompile, translate, or create derivative works from any products or items provided by BDATECH, or permit any third party to do so, (2) remove, alter, or obscure any copyright, trademark, patent, logo, government restricted rights, or other notices or legends from items provided by BDATECH, or (3) disclose or use BDATECH's Proprietary Information for commercial purposes or in a manner detrimental to BDATECH. Disclosures of Proprietary Information may be made only to Buyer's personnel having a specific need to know and a written obligation to protect such information no less restrictive than the restrictions herein, and Buyer will be responsible for any breach by its personnel. It is agreed that any breach of this Section may cause irreparable harm for which recovery of damages would be inadequate, and that immediate injunctive or other equitable relief is appropriate and available to prevent any violation, threatened or actual, of this Section, in addition to any other remedies and without proof of actual damage.

EXCUSABLE DELAY: BDATECH shall not be liable for any failure or delay in performing its obligations hereunder as a result of (1) causes or factors beyond its reasonable control, (2) acts of God, acts of civil or military authority, fire, strikes, floods, epidemics, war, riot, delays in transportation, or car shortages, (3) inability to obtain necessary labor, materials, components, or manufacturing facilities, or (4) acts of Buyer, its employees, contractors, or agents. For delays resulting from such causes, performance will be correspondingly extended.

LIMITATION OF LIABILITY: BDATECH shall have no liability for any loss, claim, or liability (including without limitation any claim of infringement) to the extent such claim arises out of (i) Products manufactured or modified based on Buyer's designs or specifications, (ii) misuse, misapplication, improper or faulty installation, or use of Products in any manner or for any purpose other than as specified by BDATECH, (iii) modification, repair, or disassembly of Products other than by or as authorized by BDATECH; or (iv) use of Products in combination or conjunction with, physically installed on, or as a component of non-BDATECH equipment, software, services, accessories, attachments, interfaces, or consumables, unless supplied or approved by BDATECH. Any claim against BDATECH, regardless of form, arising out of the Products or transactions to which these Terms apply must be brought within 2 years after the cause of action arises or performance hereunder is completed or terminated, whichever first occurs. **IN NO EVENT WILL BDATECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORESEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF. BDATECH'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE FOR ANY AND ALL CAUSES SHALL BE LIMITED TO THE PURCHASE PRICE PAID OR PAYABLE FOR THE APPLICABLE PURCHASE ORDER. THESE LIMITATIONS WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER CONTRACT, TORT, STRICT LIABILITY, INDEMNIFICATION, OR OTHERWISE, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FOR EUROPEAN CUSTOMERS, THE FOREGOING SHALL BE MODIFIED SOLELY AS REQUIRED UNDER THE PRODUCT LIABILITY ACT, IT BEING AGREED THAT CLAIMS OVER AND ABOVE THOSE UNDER THE PRODUCT LIABILITY ACT WILL NOT BE MADE BY BUYER AGAINST BDATECH, AS MANUFACTURER, UNDER ANY THEORY OF LIABILITY, INCLUDING BY MEANS OF INDEMNIFICATION OBLIGATIONS.** Buyer acknowledges that these limitations of liability are a material part of the bargain between the parties and are reflected in product pricing, which would be higher without these limitations.

UNITED STATES AS END USER: If the Products sold hereunder are pursuant to a contract or subcontract issued by an agency or department of the United States government, BDATECH agrees that the Terms (other than those with respect to price and payment) shall be deemed modified to the extent reasonably necessary for Buyer to comply with mandatory statutory procurement requirements imposed on Buyer by virtue of the fact that the Products procured hereunder are intended to be acquired, used, or consumed by an agency or a department of the United States.

GOVERNING LAW & SEVERABILITY: These Terms, all transaction to which they may apply, and any disputes arising out of Products supplied hereunder, shall be governed by and construed in accordance with the laws of the State of Delaware and the United States of America, without giving effect to any conflict of law provisions thereof. The United Nations Convention on Contracts For The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any international discovery and service of process conventions will be inapplicable. Each of the Terms is severable from the others. In the event that any portion of these Terms is determined in any suit or proceeding to be invalid or unenforceable, such determination shall not affect the remaining Terms, all of which shall remain valid and enforceable.

LIMITED WARRANTY

All products, software, and services (“Products”) provided by BLACK DIAMOND ADVANCED TECHNOLOGY, LLC (“BDATECH”) or its representatives are warranted in accordance with the applicable limited warranty below (“Warranty”). The Warranty is effective only upon payment in full for the Product(s) to be warranted and extends only to the original purchaser or, for Products purchased from an integrator, reseller, dealer, or OEM, to the original end-user (as applicable, “Buyer”). No employee, agent, dealer, reseller, integrator, or other person is authorized to modify, vary, or extend the Warranty or to assume for BDATECH any other liability in connection with its Products.

BDATECH Hardware: Products manufactured by BDATECH are warranted to conform to BDATECH’s written specifications at time of shipment from its factory and to be free from defects in materials and workmanship under normal use in a typical operating environment for the applicable Warranty period specified below. BDATECH written specifications are defined at <http://www.bdatech.com>, which establishes the limits of operation for the Products. Use beyond specified limits constitutes Neglect/Abuse as specified herein. Display brightness may degrade over time based on use and environmental conditions. Display light degradation, rate of degradation and display brightness are not covered by this limited warranty.

WARRANTY PERIOD		
EQUIPMENT TYPE	INCLUDED PRODUCT(S)	WARRANTY PERIOD
APEX Predator System (APS) Electronics	Agile Port Expander (APEX), End User Device (EUD)	1 Year
Modular Tactical System (MTS) Electronics	Tactical Mission Controller (TMC) (except internal battery), Universal Tactical Display (UTD), Tactical I/O Expansion Hub, Radio Power Wedge	3 Years
Accessories	Internal batteries, external batteries, cables, fabrics, commercial port adapters	90 Days

BDATECH Software: BDATECH software is warranted to perform substantially in accordance with the operational features of its published specifications as set out in the applicable user manual when installed and used in accordance with the applicable manuals and end user license agreement for a period of twelve (12) months from date of installation. BDATECH does not warrant that the function of the software will meet Buyer’s requirements or that operation will be uninterrupted or error free. Buyer assumes responsibility for selecting the software to achieve its intended results, for the use and results obtained from the software, and for providing and maintaining current back-ups and industry standard, updated, virus protection and firewall programs for all systems and data. Except as stated above, all software is provided "AS IS."

Third party Products & Accessories: Products or not manufactured by BDATECH, including without limitation third party software, accessories, attachments, batteries, peripherals, adaptor cables, and mounting apparatus provided or used in conjunction with BDATECH’s Products, are warranted, if at all, only by the original manufacturer and only if and to the extent set forth in the original manufacturer’s warranty. BDATECH will not be liable for any damage or loss of any nature with respect to such third party Products, for failure of any such supplier to perform under its warranty. Technical support for O/S (operating system) related issues are available directly from the O/S manufacturer.

BDATECH Services: BDATECH warrants that services provided by BDATECH will be performed in a professional and workmanlike manner. Any claim for breach of this warranty must be reported within fifteen (15) days from completion of the relevant services. Seller provides no warranty with respect to any oral representations made by its personnel while performing services.

Limited Remedy: To exercise the warranty, Buyer must obtain a Return Material Authorization from BDATECH and return the Product freight prepaid to BDATECH’s designated repair facility within 7 days after receipt of the RMA number. Products returned within the applicable warranty period and found to be defective by factory inspection will be repaired or replaced, at BDATECH’s option and without charge, and returned to Buyer freight prepaid. Any replacement of Products or components may be made by substitution of new, serviceably used, or refurbished replacements reasonably comparable in function and performance to the original part or product. The repaired or replaced Product is then warranted for the balance of the original warranty period or 30 days from date of shipment, whichever is longer. Purchasing additional add-on products from BDATECH does not extend the Warranty period. In the case of services, BDATECH’s sole obligation is to re-perform any non-conforming services. BDATECH will not be responsible for any other costs or charges, including without limitation costs of dismantling, disassembly, de-installation, removal, or reinstallation. If BDATECH is not able, using reasonable efforts, to correct or remedy a defect, BDATECH’s sole obligation will be to refund an equitable portion of the purchase price paid to BDATECH for the Product. Service required beyond the normal scope of warranty (see Exclusions below) or after expiration of the warranty period will be billable repairs, and BDATECH will charge Buyer its then-current rates and prices for parts, labor and transportation or, upon request, will furnish quotes for prepaid service contracts for further service and support. Buyer may also be billed for costs of testing and inspection of returned Products with no trouble found. It is Buyer’s responsibility to back up all files before returning Products to BDATECH for service. BDATECH IS NOT RESPONSIBLE FOR ANY LOSS OF DATA OR FOR PROPRIETARY INFORMATION LEFT ON THE UNIT.

Exclusions. BDATECH’s Warranty does not cover items normally consumed in operation or having a normal life inherently shorter than the Warranty period herein or defects or problems caused by Buyer’s acts (or failure to act), the acts of others, or other events beyond BDATECH’s reasonable control. Without limiting the foregoing, any Warranty claim, support claim, or liability is excluded, and Buyer will be solely responsible, for any problem, failure, malfunction, defect, claim, damage, liability, or safety issue arising out of (1) accident, tampering, misuse, mishandling, Neglect/Abuse (see below), or extraordinary wear and tear, including without limitation damage in transit or storage or introduction of liquid or other foreign matter into the unit; (2) misapplication, improper use, or other failure to follow BDATECH’s instructions and safety precautions, including without limitation maladjustment of customer controls or any use or storage of Products outside of normal or specified operating or environmental conditions or specifications or in a manner not authorized in the Product documentation; (3) repairs, modifications, adjustments, or installation of options or parts by any person or entity other than a BDATECH authorized service center; (4) damage, defects, problems, malfunctions, or failures of, or created by, any non-BDATECH Products, software, services, system components, accessories, or attachments or their interface

with BDATECH's Products; (5) acts of God, flood, fire, computer viruses, excessive or inadequate electrical power, connection shortages, power surges, or other irregularities or causes external to the Products; or (6) latent defects discovered after expiration of the applicable Warranty period. Modification, disassembly, rewiring, re-engineering, and/or repair of Products other than by or as specifically authorized by BDAT in writing is prohibited and will void all warranties. Buyer is responsible for validation of each specific Product application and any use of Products as a component of, physically installed on, or in conjunction with other Products or attachments not supplied or specified by BDATECH for such purpose, including all necessary testing and qualification, and must put in place all necessary systems and protections to ensure that any failure or defect relating to the Products will not result in other or further liability, damage, or safety issues. BDATECH's responsibility will in all events be limited to repair or replacement of the failed or defective BDAT Product(s) as provided in this Warranty and will not include any further liability for or arising out of any non-BDATECH Products in which or with which BDATECH's Products may be installed, combined or used.

Return Authorization. BDAT does not accept Product returns once title has transferred, unless defective in materials or workmanship. All returns require a Returned Material Authorization ("RMA") number, which may be obtained from BDAT customer service at www.bdatech.com/support or by calling 480-939-2339. The RMA number is valid for 7 days from issuance and should be clearly marked on the exterior of the shipping container and all enclosed shipping documents. Products returned without an RMA number may be returned to Buyer freight collect. Returned items should be shipped by Buyer freight prepaid and properly boxed to prevent damage in transit. A Buyer purchase order ("PO") may be required where Buyer requests an expedited exchange; BDATECH will issue a credit against the PO upon receipt of returned items per the RMA instructions. BDATECH WILL NOT ACCEPT C.O.D. PARCELS. For returned items covered by Warranty, return transportation will be prepaid by BDATECH. For items not under Warranty or returned with no fault found, return transportation, insurance, and handling costs will be charged to Buyer, and a PO will be required for non-warranty service and repairs.

TO THE FULL EXTENT ALLOWED BY LAW, THE WARRANTY AND REMEDIES HEREIN ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, OR LIABILITIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. IN NO EVENT WILL BDATECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR OTHER INDIRECT LOSSES, COSTS, OR DAMAGES, HOWEVER CAUSED, WHETHER OR NOT FORSEEABLE, AND EVEN IF ADVISED OF THE POSSIBILITY THEREOF, INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF BUSINESS OR PROFITS, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, OR LOSS OF OR COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING PROGRAMS OR DATA. BDATECH'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE, REGARDLESS OF CAUSE, WILL IN NO EVENT EXCEED THE PURCHASE PRICE RECEIVED BY BDATECH FOR THE PRODUCTS GIVING RISE TO THE CLAIM. THESE LIMITATIONS APPLY NOTWITHSTANDING FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

International Customers. This Warranty also applies to BDATECH Products shipped to countries outside the United States. International Buyers are responsible for all customs duties, VAT, brokerage fees, and other associated taxes and insurance charges. Additional processing time may be required for BDATECH repair of Products received from international Buyers. Prior to return shipment of Product, Buyer must coordinate with BDATECH regarding any necessary paperwork which must be completed and/or accompany shipment for export controlled Products.

Certain Legal Limitations: The Warranty gives Buyer specific legal rights which may vary based on local law. When, under applicable law, implied warranties are not allowed to be excluded in their entirety, such warranties will be limited to the duration of the applicable written Warranty and, for European customers, any terms herein limiting BDAT's liability shall not apply insofar as they conflict with mandatory statutory provisions of the Product Liability Act. No employee, agent, dealer or other person is authorized to modify, vary, or extend BDAT's warranties as set out herein or to assume for BDAT any other liability in connection with the Products. Warranties are limited to those in effect on the date of product purchase, BDAT may alter or terminate its applicable warranties for future product sales at any time, without prior notice.

Neglect/Abuse. Neglect/Abuse of Products will be determined by BDATECH's repair center in its sole judgment. All service and repair actions required as a result of Neglect/Abuse are billable repairs requiring a purchase order prior to commencement of repairs. Neglect/Abuse may include, without limitation, the following:

- Improper use of Product, such as use outside the scope of written specifications
- Dirt/contamination/debris or other foreign substances in external connectors
- Bent or mutilated contacts within external connector
- Presence of liquids, debris, or other foreign substances in unsealed Products
- Unapproved modification or disassembly of Product
- Product that has been serviced by unauthorized personnel
- Defacement of manufacturing labels
- Scratched, contaminated, and/or damaged components either inside or outside the unit
- Loose or missing parts
- Broken/cracked/disfigured displays, housings, mounts or bumpers
- Torn gaskets, seals, o-rings or other flexible parts
- Damaged/cut/severed external cables
- Crushed or severed connector
- Use of abrasive cleaners or other unapproved cleaning materials
- Damage to painted surfaces or touch screens due to physical abuse or excessive use
- Connection of Product to unapproved power source
- Exposing Product to input voltage outside published specification limits
- Charred or melted Product and/or parts
- Product exposed to natural disasters or chemical, biological, radiological or nuclear contamination
- Product improperly packaged for shipping or ESD (Electro Static Discharge).

Product Support: If a problem with your Product develops during or after the warranty period, you may contact BDATECH at 1-480-939-2339 or tech-support@bdatech.com. If the problem is not handled to your satisfaction, please write to Black Diamond Advanced Technology, LLC, 2301 E Yeager Dr, Chandler, AZ 85286, USA.