

Terms and Conditions of Sale, Website and Privacy

The following are the terms and conditions of sale (“Terms and Conditions”) applied to all products (“Products”) and provision of services (“Services”) by Comtronix US, LLC (“Comtronix”) or any and all use of the www.comtronixus.com website by the buyer (“Customer”). These terms and conditions take precedence over Customer’s purchase order, supplemental or conflicting terms and conditions to which notice of objection is hereby given. Customer’s acceptance of the Products and/or Services shall be deemed to constitute acceptance of the terms and conditions; unless expressly agreed to in a separate written agreement signed by both Comtronix and Customer.

1. **Pricing:** The prices for Products and/or Services are available on the Comtronix website. Price quotations for volume orders shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation. Quotations are FOB Fort Myers, FL unless stated otherwise and does not include shipping, handling and/or insurance.
2. **Orders:** All orders placed by Customer are subject to acceptance by Comtronix. Terms of payment are the discretion of Comtronix. Comtronix reserves the right to refuse or cancel orders due to incorrect pricing or data due to typographical error. Orders may not be cancelled or rescheduled without Comtronix’s written consent and approval. These requests shall not be unreasonably withheld if, the Products are to be shipped to an alternative designated address or location and it is practical for Comtronix to delay the shipping. Customer issued purchase orders must state the full Comtronix item number, description, unit quantity, applicable prices and requested delivery dates of the Products being purchased. Unless otherwise agreed, all materials will be shipped no later than one year from the date Comtronix accepts the purchase order.
3. **Taxes:** Unless otherwise agreed to in writing by Comtronix, all price quotations are exclusive of applicable taxes, including value-added, excise, all state and local sales and/or use taxes and personal property taxes, and any custom duties, levies or charges imposed for international Customers. Customer agrees to indemnify and hold Comtronix harmless for any liability for tax in connect with the sales, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, shipping and taxes shall appear as separate items on Customer’s invoice.
4. **Payment:** Comtronix accepts the following payment methods: Visa, Master Card, Discover, American Express, PayPal, check and ACH/wire transfer. Comtronix requires payment prior to shipment, unless credit terms have been approved and granted through the credit application form. Where Comtronix has extended credit to the Customer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. Invoices which are not paid when due shall bear interest until paid at a rate of 1.5% per month (18%) per annum or the maximum rate permitted by applicable law, whichever is less. If Customer fails to make each payment when it is due, Comtronix reserves the right or change or withdraw credit and thereby suspend or cancel performance under any and all purchase orders

or agreements in which Comtronix has extended credit to Customer. In the event Comtronix seeks action for breach of these Terms and Conditions, Customer shall be liable for costs, fees and expenses, but not limited to recovery of attorney fees, court costs, and collections costs.

5. Title to Products: Title and risk of loss pass to the Customer at the time Comtronix makes the goods available for shipment. Notwithstanding the foregoing, Customer hereby grant to Comtronix a security interest in all Products delivered to Customer, and in all accessions to, replacements of and proceeds from sales or lease of such Products, as security for the performance by Customer or all Customer's obligations arising under these Terms and Conditions.

6. Returns, and Refunds:

Returns:

Only Products shipped from Comtronix or an authorized reseller (drop-ship) will be considered for return to Comtronix. All returns require an issued Return Merchandise Authorization (RMA) number. Returns without an RMA will be refused and returned to sender. RMA requests are available at <http://comtronixus.com/rma-request/> or through Technical Support at 877-224-5534. RMA numbers are valid for 10 business days. Except for shipping errors, or failure analysis, Customers are responsible for the cost of shipping Products back to Comtronix. RMA issued Product received by Comtronix and without response to Technical Support communication; following 45 days will be considered abandoned of property and disposed. The following Products and Fees are non-returnable and non-refundable.

- Products that are not in their original box including all related packaging and peripherals.
- Products that are non-functional due to user error or software corruption.
- Products that have been altered, modified, defaced or physically damaged.
- Products that have the warranty label or serial number removed by Customer.
- Software, including Operating System, BIOS, EC (Embedded Controller) or Customer specific.
- Products configured for custom OEM Orders, Special Orders and Volume Discount Orders.

Refunds:

Any Products for exchange must be in the new condition and in the original packaging. Exchanges must be requested within 30 days of the ship date. Upon receipt and inspection of returned Products, Comtronix will advise of the Refund and will issue and applicable credit pending confirmation of failure analysis. Comtronix reserves the right to charge a cancellation fee on orders and restocking fee, at a minimum of 15% on all Products. Shipping and handling charges are non-refundable. Comtronix processes credits via the original method of payment within 48 hours of approval. Refunds via credit card can take up to 10 business days to post to Customers account.

Shipping claims that the Product did not arrive or was damaged upon arrival must be made within 10 business days from receiving "shipment confirmation" from Comtronix. All claims

associated with missing, shortage, or incorrect Product, at the fault of Comtronix or shipping company must be made within 10 business days of invoice/ship date.

7. **Warranty:** Unless otherwise stated on the Comtronix website or in the sales agreement between Comtronix and Customer, all Product will be free from defects in materials and workmanship for a period list below from the date of shipment.
 - IEC (Industrial Embedded Computers) 2 years
 - IPC (Industrial Panel Computers) 2 years
 - ITM (Industrial Touch Monitors) 2 years
 - IRM (Industrial Rackmount Servers) 2 years
 - RTC (Rugged Tablet Computers) 2 years
 - IBC (Industrial Barcode Scanners) 3 years

Additional comprehensive warranty coverage is available on all Comtronix Products. These service plans shall be purchased on the Products at the time of order or no later than 30 days from the date of invoice.

Software and software components, including any documentation designated by Comtronix for use with such software or software components, is provided "AS IS" and with all faults. The entire risk as to satisfactory quality, performance, accuracy and effort is with the Customer. Comtronix makes no warranties implied or actual regarding any of its software components or any of its accompanying documentation. Comtronix shall not be responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data.

The warranty will be void if, in the sole opinion of Comtronix the Product has been damaged by accident, misuse, neglect, modification and/or improper shipping and handling, or If the Product is exposed to environments which exceeds, or is outside the scope of technical specifications stated in product datasheets, instructions and manuals. Warranty is not extended to Product that has been tampered with or serviced by any party not authorized by Comtronix as a repair facility.

Additional warranty information is available on the Comtronix website:

<http://www.comtronixus.com/downloads/warranties.pdf>

8. **Warranty Claims:** Warranty claims shall be submitted to Comtronix via RMA outlined in section 7 above. If the Product is deemed under warranty and the warranty is not voided, Comtronix will, at its sole option, either repair or replace the Product. In the event of a discontinued item, a comparable replacement as determined by Comtronix, may be provided. Repair or replacement of a Product (or any part thereof) does not extend the warranty period of the such Product. Comtronix's obligation hereunder shall arise only upon inspection, that the claim is a defect or nonconformity and was not caused by any improper installation, testing or use, any misuse or neglect, any failure of electrical power, liquid intrusion, damage caused by impact, or any act of God, accident, fire or other hazard. The foregoing shall be the Customer's sole and exclusive remedy and Comtronix's sole liability under any warranty claim.

9. **Limitation of Warranty:** THE EXPRESS WARRANTIES OF COMTRONIX STATED IN SECTION 9 ABOVE DO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY COMTRONIX, SOFTWARE NOT DEVELOPED BY COMTRONIX, CONSUMABLE ITEMS (E.G. CABLES, BATTERIES), SPARE PARTS OR SERVICES, AND DO NOT APPLY TO PRODUCTS, OR COMPONENTS THEREOF (INCLUDING WITHOUT LIMITATION ANY SOFTWARE COMPONENT), WHICH HAVE BEEN ALTERED, MODIFIED, REPAIRED OR SERVICED IN ANY RESPECT EXCEPT BY COMTRONIX OR ITS REPRESENTATIVES. THE EXPRESS WARRANTIES OF COMTRONIX STATED IN SECTION 9 ABOVE DO NOT APPLY TO ANY SOFTWARE COMPONENT OF A PRODUCT WHICH IS SOLD OR LICENSED SUBJECT TO A SEPARATE LICENSE AGREEMENT.

10. **Limitation of Liabilities:** CUSTOMER SHALL NOT BE ENTITLED TO, AND COMTRONIX, ITS SUPPLIERS AND ITS SUBCONTRACTORS SHALL NOT BE LIABLE FOR, LOSS OF PROFITS OR REVENUE, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEADS, BUSINESS INTERRUPTION COST, LOSS OF DATA, REMOVAL OF REINSTALLATION COSTS, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, PUNITIVE DAMAGES, IPR INFRINGEMENT, LOSS OF CONTRACTS OR ORDERS OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. CUSTOMER RECOVERY FROM COMTRONIX FOR ANY CLAIM SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE AFFECTED PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD COMTRONIX, ITS SUPPLIERS AND ITS SUBCONTRACTORS HARMLESS FROM ANY CLAIMS BASED ON (a) COMTRONIX'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (b) MODIFICATIONS OF ANY PRODUCTS BY ANYONE OTHER THAN CUSTOMER, or (c) USE IN COMBINATION WITH OTHER PRODUCTS.

11. **Use of Products:** The Products are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Customer uses or sells the Products for use in any such applications: (1) Customer acknowledges that such use or sales is at Customer's sole risk; (2) Customer agrees that Comtronix's Products are not liable, in whole or in part for any claim or damage arising from such use; and (3) Customer agrees to indemnify, defend and hold Comtronix and its Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

12. **Comtronix Privacy Policy:** This privacy notice discloses the privacy practices for <http://comtronixus.com>
This privacy notice applies solely to information collected by this website. It will notify you of the following:
 1. What personally identifiable information is collected from you through the website, how it is used and with whom it may be shared.
 2. What choices are available to you regarding the use of your data.
 3. The security procedures in place to protect the misuse of your information.

4. How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing:

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request, e.g. to ship an order.

Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy.

Your Access to and Control Over Information:

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number given on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

Security: We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for "https" at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted online, we also protect your information offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

Registration: In order to use this website, a user must first complete the registration form. During registration a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest. At your option, you may also provide demographic information (such as gender or age) about yourself, but it is not required.

Orders: We request information from you on our order form. To buy from us, you must provide contact information (like name and shipping address) and financial information (like credit card number, expiration date). This information is used for billing purposes and to fill your orders. If we have trouble processing an order, we'll use this information to contact you.

Cookies: We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way

linked to any personally identifiable information on our site. Some of our business partners may use cookies on our site (for example, advertisers). However, we have no access to or control over these cookies.

Sharing: We share aggregated demographic information with our partners and advertisers. This is not linked to any personal information that can identify any individual person.

And/or:

We use an outside shipping company to ship orders, and a credit card processing company to bill users for goods and services. These companies do not retain, share, store or use personally identifiable information for any secondary purposes beyond filling your order.

And/or:

We partner with another party to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

Links: This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Surveys & Contests: From time-to-time our site requests information via surveys or contests. Participation in these surveys or contests is completely voluntary and you may choose whether or not to participate and therefore disclose this information. Information requested may include contact information (such as name and shipping address), and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this site.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at 877-224-5534 or info@comtronixus.com

13. **Comtronix Website Terms and Conditions:** By accessing this web site, you are agreeing to be bound by these web site Terms and Conditions of Use, applicable laws and regulations and their compliance. If you disagree with any of the stated terms and conditions, you are prohibited from using or accessing this site. The materials contained in this site are secured by relevant copyright and trade mark law.

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- i. modify or copy the materials;
- ii. use the materials for any commercial use, or for any public presentation (business or non-business);
- iii. attempt to decompile or rebuild any product or material contained on Comtronix's site;
- iv. remove any copyright or other restrictive documentations from the materials; or
- v. transfer the materials to someone else or even "mirror" the materials on another

server.

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Constraints: In no occasion should Comtronix or its suppliers subject for any harms (counting, without constraint, harms for loss of information or benefit, or because of business interference,) emerging out of the utilization or powerlessness to utilize the materials on Comtronix's Internet webpage, regardless of the possibility that Comtronix or a Comtronix approved agent has been told orally or in written of the likelihood of such harm. Since a few purviews don't permit constraints on inferred guarantees, or impediments of obligation for weighty or coincidental harms, these confinements may not make a difference to you.

Amendments and Errata: The materials showing up on Comtronix's site could incorporate typographical, or photographic mistakes. Comtronix does not warrant that any of the materials on its site are exact, finished, or current. Comtronix may roll out improvements to the materials contained on its site whenever without notification. Comtronix does not, then again, make any dedication to update the materials.

Links: Comtronix has not checked on the majority of the websites or links connected to its website and is not in charge of the substance of any such connected webpage. The incorporation of any connection does not infer support by Comtronix of the site. Utilization of any such connected site is at the user's own risk.

Site Terms of Modifications: Comtronix may update these terms of utilization for its website whenever without notification. By utilizing this site, you are consenting to be bound by the then current form of these Terms and Conditions.

14. Trademarks: Trademarks, logos, service marks, slogans and domain names referenced on the Comtronix website and Products are either common-law service marks, trademarks or registered service marks or trademarks of Comtronix and are protected by trademark laws in the United States and other countries, and international laws and treaties. Other names of actual companies and products mentioned on the Comtronix website maybe the trademarks of their respective owners and reference to them does not suggest sponsorship, endorsement or association with Comtronix. All Product names and company logos mentioned herein remain the trademark of their respective owners. Nothing contained on the Comtronix website and Products should be construed as granting, by implication or

otherwise, any license or right to use any trademarks, logos, service marks, slogan or domain name without prior written permission of Comtronix or such third party who may own the trademark.

15. **Governing Law:** These Terms and Conditions shall for all purposes be governed by and interpreted in accordance with, the laws of the State of Florida without regard to conflicts of law principles. Comtronix and Customer agree to exclude United Nations Convention on Contracts for the International Sale of Goods, and any successors thereto. The Federal or State Courts located within the State of Florida will have exclusive jurisdiction to adjudicate any disputes arising out of or related to these Terms and Conditions.
16. **Force Majeure:** Comtronix shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitations acts of omission or government or military authority, acts of God, shortage of materials, transportation delays, fires, floods, labor disturbances, riots or wars.
17. **Relationship Between the Parties:** Nothing contained in these Terms and Conditions shall be construed to constitute either party hereto as the partner, joint venture, employee, agent or other representative or the other party hereto. Furthermore, nothing contained in these Terms and Conditions shall be construed to constitute Customer as an exclusive purchaser or distributor of the Products in any respect.
18. **Notices:** Any notice or communication permitted or required hereunder shall be in writing and delivered in person, by courier, certified or registered mail, postage paid, return receipt requested. Notices to Comtronix shall be directed to Comtronix US, LLC, 6310 Techster Blvd, Ste 3, Fort Myers, FL 33966 and notices to Customer shall be directed to the address listed on Customer order(s) to which these Terms of Conditions apply. If notice is given in person or by courier it shall be effective upon receipt; and if notice is given by mail, it shall be effective three (3) business days after deposited in the mail.