

# SENTRY PRODUCTS, INC.

## TERMS, CONDITION & WARRANTY

### TERMS

2% 15/Net 30 days. Invoices are dated when they are shipped.

Orders over \$15,000 will require a 25% initial deposit within 15 days from receipt of Purchase Order. The deposit plus a 2% discount on the deposit will be reflected on the first billing. If payment for that same order is paid within 30 days of shipment from factory, 1% of the balance after deposit shall be deducted from the invoice.

New dealers are required to pay a deposit of 25%, regardless of amount of order, until credit is established. The deposit plus a 2% discount on the deposit will be reflected on the first billing.

### PRICES

Orders, except for "hold for release" and deferred orders, will be invoiced at the price shown on an accepted purchase order. "Hold for release" orders will be invoiced at prices in effect on date of shipment.

Written quotations are firm for 90 days from the date of the quotation, unless otherwise authorized in writing.

### PURCHASE ORDERS

A purchase order is not valid until accepted by the General Office. A written acknowledgement of the purchase order shall be provided and serve as formal notification of acceptance of the purchase order by Sentry Products, Inc.

### TAXES

Sentry Products, Inc. reserves the right to add to the sales price of its products at any time an amount equivalent to any duties, imposts, revenues, sales, use, manufacturer's, payroll, excise or other taxes which may be imposed and made applicable to their products.

### SHIPPING

All material is sold FOB Santa Clara. Risk of loss and title passes to purchaser on delivery to the common carrier at Santa Clara, California. (Purchaser should file any claim for loss or damage in transit with the transportation company and, since shipments are made at release value, carry his own insurance for any deficiency in carrier coverage.)

Sentry Products, Inc. will use its own discretion in routing all shipments. When practical, shipments will be made in a manner requested by the customer, if the customer will assume the extra transportation costs.

Sentry Products, Inc. may make partial shipments at its discretion, invoicing each such shipment as it is made but on terms applicable to the complete order.

Sentry Products, Inc. will not assume, allow or pay any charges for cartage without prior authorization.

While every effort is made to ship as scheduled, any delay or failure to ship resulting from strikes, lockouts,

fires, breakdowns, supplier's delays, lack of shipping space, lack of customer approvals, correction or clarification of orders, governmental acts or regulations, acts of God or any other circumstances beyond the control of Sentry Products, Inc., shall not be breach of contract.

### RETURNS

No returned products will be accepted for credit unless permission for doing so has been received in writing from the General Office of Sentry Products, Inc., Santa Clara, CA. Returned products are subject to a restocking charge of 45% plus freight. Products will be inspected upon return and any service or repair needed to place them in first class saleable condition will be added to the 45% restocking charge.

### WARRANTY

Products of Sentry Products, Inc. are guaranteed against mechanical, electrical, and physical defects for a period of two years from the date of shipment from the factory, if they have been properly used, and are guaranteed to be merchantable and fit for the ordinary purposes for which such products are used. There are no express warranties or warranties of fitness for any particular purpose or any implied warranties other than those made expressly herein, all such warranties being expressly disclaimed. The obligation of Sentry Products, Inc. under this guarantee and under all other warranties is limited to the furnishing of new parts free of charge in exchange for parts that have proven defective and does not include any other cost such as cost of removal of defective part, installation, labor, consequential damages of any kind, damage incurred in shipping or handling, or damage due to causes such as lightning, excessive voltage, mechanical shock, water damage, or damage arising out of abuse or improper use of the equipment.

Any changes required for installation should be made by Sentry Products, Inc. or a qualified agent thereof. Any changes mechanical or electrical done without the consent of Sentry Products, Inc. in writing will make this warranty void.

Sentry Products, Inc. will repair or replace any defective equipment upon return of the device, at the lowest module level, to Sentry Products, Inc.

In no event shall Sentry Products, Inc. be liable for any anticipated profits, loss of time, or other losses incurred by the buyer in connection with the purchase, installation or operation of SCANSCS systems or components thereof.

This warranty does not apply to any product which has not been paid for under the terms of sale or other agreed to payment schedule.