

AMG Systems Limited & AMG Systems Inc. TERMS AND CONDITIONS OF SALE

1.) Acceptance.

Any purchase order received by AMG Systems shall be construed as a written acceptance of AMG Systems' offer to sell goods. The contract created by such acceptance is expressly limited to the terms and conditions contained herein. Notwithstanding any subsequent performance by AMG Systems, no additional terms or conditions contained in a purchase order or other document delivered by Buyer, except as assented to in writing by AMG Systems shall be deemed to be part of said contract.

2.) Delivery.

Delivery shall be deemed to have occurred, and sole risk and expense, and any claim for loss or damage in transit will have passed to Buyer upon the goods being collected by their appointed carrier from which, unless otherwise specified, shall be AMG Systems Warehouse in Castleford, UK for orders placed on AMG Systems Limited or AMG Systems Warehouse in Trumbull CT, USA for orders placed on AMG Systems Inc. Alternatively, the Buyer may agree to use the AMG Systems appointed carrier in which case delivery of the goods shall be deemed to have occurred on receipt of goods to the acknowledged delivery address. In such case that Buyer agrees to use the AMG Systems appointed carrier, transportation and insurance will be arranged by AMG Systems at a nominal charge which will be added to the invoice. The Buyer must indicate in writing on their purchase order if they wish to use their own transport. Date of delivery is determined from the date of AMG Systems order acknowledgement of the Buyer's purchase order and is an estimate of the approximate date of delivery, but not a guarantee of a particular date of delivery. AMG Systems shall be excused from any prohibition, failure, interruption or delay in manufacture or delivery which may be occasioned by sabotage, fire, flood, explosion, labour dispute, strike, work stoppage, riot, insurrection, war, act of, or priorities granted by request of or for the benefit directly or indirectly, of any government body, authority or agency, shortage of raw materials or supplies, act of God, or of any other cause beyond AMG Systems control. In the event of any such prohibition, failure, interruption, or delay, AMG Systems may cancel the order in whole or in part. **IN NO EVENT SHALL AMG SYSTEMS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OR CLAIMS RESULTING FROM FAILURE OR DELAYING DELIVERY.**

3.) Payment.

The terms of payment for each order shall be net cash within 30 days from the date of invoice unless agreed by both parties and stated on the invoice. Payments shall be made in the same currency as stated on the invoice. The unpaid portion of any amounts due to AMG Systems shall bear interest at the rate of 1.5% per month simple interest. All goods remain the property of AMG Systems until paid for in full.

4.) Limited Lifetime Warranty.

- (a) AMG Systems Limited warrants to the original end user that the products shall, at the time of delivery, be free from defects in materials or workmanship and will conform to the AMG published technical specifications. The foregoing shall apply only to failures to meet said warranties which appear within that period during which the Products are installed in their original installation for the original End User and operator of such Products.

This warranty covers all defects or non-conformities which appear therein under proper use and which arise solely from faulty materials or workmanship, it being understood that such warranty does not cover damage arising from Purchaser's negligence or improper use, storage, maintenance or installation of the goods or parts thereof.

Unless expressly agreed in writing, AMG Systems Ltd liability for defects and conformity from date of shipment is:

Industrial Grade Equipment:	Lifetime Support Warranty
Light Industrial Equipment:	3 Years
Commercial Grade Equipment:	3 Years
DIN Rail PSU:	3 Years
Wireless Ethernet: (Skywave)	3 Years

Applicable to products covered by Lifetime Support Warranty, in the event of product discontinuation, warranty support is limited to five (5) years from the announcement of discontinuance.

Notwithstanding the preceding sentence, The duration of the warranty period for products not manufactured by AMG Systems (e.g. Fibre Patch Cables, power supplies or batteries etc) shall be the warranty period offered by the original manufacturer, if any.

- (b) The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (i) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (ii) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.

- (c) If any product or service fails to meet the foregoing warranties, Seller shall thereupon correct any such failure either at its option, (i) by repairing any defective or damaged product or parts of the products, or (ii) by making available any necessary repaired or replacement products or parts thereof at the sole discretion of Seller. Any repaired or replacement part or product shall be warranted for the remaining period of the original Warranty Period. Buyer shall pay for, the cost of freight for all return shipments of products or parts to the Seller. Seller shall pay the cost of freight for the return shipment of products or parts to the Buyer Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.

- (d) The preceding paragraph sets forth the exclusive remedies for claims based on defect in or failure of products or services, whether the claim is in contract, indemnity, warranty, tort (including Seller's negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate, and BUYER shall have a reasonable time, within thirty days after the warranty period, to give written notice of any defects which appeared during the warranty period. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied, or statutory. **NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.** Seller does not warrant any products or services of others, which

BUYER has designated. To obtain warranty service, you must first call AMG Systems and speak to a qualified service representative. If a return of product is deemed necessary, a Return Merchandise Authorization number (RMA #) will be issued. Upon receiving RMA #, the product must be shipped back in either its original packaging or packaging affording an equal degree of protection back to AMG Systems. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or attempted repair by anyone other than a facility authorized by AMG Systems to service the product. Repair or replacement as provided under this warranty is the exclusive remedy of the consumer. AMG Systems shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this product. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on this product is limited in duration to the duration of this warranty. This warranty only covers the first user of the equipment.

On-Site Product Support:

AMG Systems may at its sole discretion provide On-Site product technical support at the request of the Buyer; after all reasonable remote technical support efforts have been made. Should the identified product performance issue turn out to not be related to the identified AMG Systems product, AMG Systems at its sole discretion, reserves the right to charge the Buyer for all-costs associated with providing on-site support.

5.) Changes and Cancellations.

AMG Systems reserves the right to make changes in design or additions to or improvements in its products without liability or obligation to make equivalent changes in products previously manufactured. All prices, extras, and applicable freight or transportation rates are subject to change, without notice, to reflect AMG Systems prices, extras and applicable freight or transportation rates, in effect as of the date of shipment. Buyer may, in writing, request changes in methods of shipping and packaging, schedule and place of delivery, subject to appropriate adjustments in price and time of delivery. An order cannot otherwise be modified or cancelled by the Buyer without the written consent of AMG Systems, and in no event shall any order be modified or cancelled by Buyer without the written consent of AMG Systems, and in no event shall any order be modified or cancelled for any portion thereof already manufactured, or in process of manufacture at the time when request for modification or cancellation is received by AMG Systems, except upon terms satisfactory to AMG Systems, which shall protect and indemnify AMG Systems against all loss incurred as a result of such modification or cancellation.

6.) Taxes.

Any excise, levy, or tax which AMG Systems is required to pay or collect, under any existing or future law or regulation (domestic or foreign), upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption, or transportation of any of the goods covered hereby, shall be for account of Buyer, who agrees to pay the amount thereof to AMG Systems upon request.

7.) Legal Requirements.

AMG Systems intends to comply with all Federal, State, and local laws or regulations applicable to the performance by AMG Systems hereunder, provided, however, that any failure of AMG Systems to so comply shall not be a defence to, or excuse Buyer from, performance by Buyer hereunder.

8.) Data Protection.

For details of how your personal data is used, please refer to AMG Systems Privacy Notice.

9.) Further Assurances.

AMG Systems may, at any time, suspend performance of any order or require payment in cash security or other adequate assurance satisfactory to AMG Systems when, in AMG Systems opinion, the financial condition of Buyer, or other grounds for insecurity, warrants such action. The failure or refusal of Buyer to provide such assurance within ten (10) days after request by AMG Systems will constitute a sufficient basis for cancellation of the order by AMG Systems.

10.) Patent Indemnification.

AMG Systems will defend, protect, and save Buyer harmless from and against any loss or expense (including reasonable attorney's fees) incident to any claimed infringement against any patent or trademark due to the characteristics of any goods or parts thereof designed and manufactured by AMG Systems, provided the Buyer shall give AMG Systems prompt notice of any claim of infringement and complete authority to defend, settle, or compromise said claim. Buyer will defend, protect, and save AMG Systems harmless from and against any loss or expense incident to any claimed infringement of any patent or trademark arising out of (A) the manufacture, use, or sale of any goods or parts thereof which are manufactured by AMG Systems in accordance with design criteria furnished by the buyer, (B) the use of goods in combination with goods not reasonably contemplated by AMG Systems, (C) the use of goods, or any part thereof, and a manner not reasonably contemplated by AMG Systems. AMG Systems liability for damages hereunder is limited to the value of goods sold to the Buyer hereunder with respect to which such infringement is alleged, and, in no event, shall AMG Systems be liable for any consequential or incidental damages. The above is in lieu of any other indemnity or warranty, express or implied, with respect to patents, trademarks, or copyrights.

11.) Assignment.

Neither the rights nor the obligations of either party hereunder are assignable in whole or in part without the prior written consent of the other party.

12.) Governing Law.

This agreement shall be governed in accordance with the laws of the United Kingdom for all orders placed on AMG Systems Limited and in accordance with the laws of the United States of America for all orders placed on AMG Systems Inc.

13.) Restocking Fee.

-25% will be charged for all returned items. Only items in new unused condition and invoiced in the last 30 Days will be eligible for return. Manufactured (made-to-order) items and special-order items are non-cancellable / non-returnable. No return for credit will be accepted without the written consent of AMG Systems.