

LightWild Standard Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL PURCHASES FROM LIGHTWILD, WHETHER OR NOT THE PURCHASE IS SUBJECT TO A SIGNED PURCHASE ORDER.

LightWild Standard Terms & Conditions shall govern all purchases of LightWild products. Any additional or conflicting terms included in purchase orders or other documentation or correspondence from purchaser shall be of no force unless acknowledged and executed by LightWild.

Prices

All prices are F.O.B. LightWild's factory and are subject to adjustment, without notice, to LightWild's prices in effect at the time of shipment. Price does not include freight charges, handling charges or installation services unless otherwise stated.

Payment Terms

All accounts shall be paid in U.S. dollars at LightWild's principal offices, in accordance with the terms specified in the quotation and/or listed on LightWild's invoice. If, in the judgment of LightWild, the financial condition of Purchaser at the time Equipment is ready for shipment does not justify the terms of payment specified, LightWild may require full payment before making shipment. A service charge of the lesser of 1-1/2% per month or the maximum permissible rate will be added to all past due accounts. If LightWild refers a claim for payment to an attorney for collection, Purchaser shall pay all costs and attorney's fees.

Delivery and Delay

Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning "time is of the essence." LightWild shall not be liable for any loss or delay due to war, riots, fire, flood, strikes or other labor difficulty, acts of civil or military authority including governmental laws, orders, priorities or regulations, acts of the Purchaser, embargo, shortage of transportation facilities or delay in transportation, or inability to obtain necessary labor or materials from usual sources, other contingencies of manufacture or shipment, or other causes beyond the reasonable control of LightWild. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay. LightWild will use all reasonable efforts to comply with Purchaser's request as to method of shipment, but LightWild reserves the right to use an alternate method of transportation or route of shipment if substantial delay might otherwise occur. In such cases LightWild will notify Purchaser of such changes as soon as reasonably possible. If the Purchaser declines or is unable to take delivery at the time(s) specified, LightWild will have the Equipment stored for Purchaser's risk and account, and the Equipment shall be considered "shipped".

Taxes

Except for sales tax imposed in the State of Kansas, if applicable, the price does not include any present or future Federal, State or local property, license, privilege, sales, use, gross receipt or other excise, transportation, occupational, like taxes or assessments which may be applicable to, measured by, imposed upon or result from this transaction or any services performed in connection therewith. Any taxes itemized separately to Purchaser on LightWild's quotation, order acknowledgment or invoice shall be paid promptly to LightWild. All other taxes incurred by the Purchaser through performance of the contract shall be the Purchaser's responsibility to pay directly to the proper taxing authority. LightWild will accept a valid exemption certificate from Purchaser, if applicable.

Indemnification

Purchaser shall be solely responsible for, and shall indemnify and hold LightWild free and harmless from, any and all claims, damages or lawsuits (including attorneys' fees) arising out of the acts or omissions of Purchaser or its employees or agents and from any claims or liabilities arising out of or connected to any breach by Purchaser of its obligations under this Agreement, including, without limitation, any penalties, interest, attorneys' fees and disbursements incurred by LightWild or any person relying upon Purchaser's obligations under this Agreement.

Confidentiality

Any proposals, prints, brochures, drawings, or other information furnished by LightWild and marked as Confidential are intended for confidential use by Purchaser, shall remain the property of LightWild, shall not be disclosed or used to the detriment of LightWild's competitive position, and are protected against unlawful use or disclosure by common law and federal and state statutes that cover copyright, patents, trade marks, and trade secrets. Any unauthorized use, printing, copying, disclosure or dissemination of such information may be subject to legal restriction or sanction.

Promotional Material

All LightWild's drawings, descriptive matter, weights, dimensions, the descriptions and illustrations contained in LightWild's catalogues, price lists or advertisements, are approximate only and intended merely to give a general idea of the goods described therein and shall not form part of this contract. Because LightWild is continually researching and improving its products, it reserves the right to improve, correct and/or further modify its designs and specifications upon notification and mutual agreement between LightWild and Purchaser.

Copyright and License Notice

Unless otherwise specified, all materials containing logos, graphics, icons and images of LightWild, as well as the selection, assembly, and arrangement thereof, are the sole property of LightWild or the companies we represent. No materials may be copied, re-

produced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Miscellaneous

This Agreement shall be governed by and construed under the laws of the State of Kansas. The federal and state courts within the State of Kansas shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. Neither party shall assign or transfer this contract without prior written consent of the other party. Neither Purchaser nor any affiliated company nor assignee shall have the right to claim compensation or to set off against any amounts that become payable to LightWild under this contract or otherwise. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of such provision, or the ability of either party to enforce each and every such provision thereafter. If any provision of this Agreement becomes or is declared by an arbitrator or court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.

LightWild Warranty

LightWild's products are tested and found to be operational at the time of manufacture. Provided they are installed and operated in accordance with manufacturer's recommendations, LightWild warrants that its products will be free from defects in materials and workmanship for a period of one (1) year from date of purchase, and warrants that its software components will perform in substantial accordance with LightWild's published specifications for a period of ninety (90) days from date of purchase. Units demonstrated to be defective within the warranty period will be repaired or replaced (at LightWild's sole discretion) at the factory service center at no cost. This Warranty applies only to the original purchaser (end user), for use in the fifty United States, Canada, or other countries as specified by LightWild, and is not transferable.

The above warranties do not cover, and LightWild will not be liable for, any conditions attributable to (1) misuse, faulty installation, misapplication, extreme environmental conditions beyond those defined in the product specification, lack of compliance with applicable instructions, improper or inadequate maintenance, negligence, accident, or tampering; (2) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, accessories, equipment or materials not supplied by LightWild; (3) problems resulting from external causes such as accident, abuse, misuse, mishandling, negligence, fire, theft, vandalism, riot, explosion, natural disaster, or other a external causes unrelated to product defect; (4) problems caused by normal wear and tear; or (5) products for which LightWild has not yet received full payment.

The above warranties do not apply to the quality of the installa-

tion of LightWild's products by the installer of those products. For example, the above warranties would not cover problems resulting from such an installer's installation methods. Installers are neither our employees nor our agents and they do not have the authority to alter or extend the above warranties.

Pay particular attention to installation and protection of the controllers for LightWild's products. These components are easily damaged by environmental conditions and must be adequately protected by proper installation. No guaranty or warranty by LightWild extends to control units which have in LightWild's sole opinion have been improperly installed.

If a product must be returned for repair or replacement, please contact us at support@lightwild.com or call us at (913) 851-3000. Be sure you use sufficient packing materials to avoid damage to the product being returned while in transit. LightWild reserves the right to repair or replace at its discretion. LightWild assumes no responsibility or liability for expenses incurred for the troubleshooting, removal and/or installation of products requiring service and/or repair, nor for the handling of products returned to sender after the service has been rendered. LightWild does not repair or replace in the field.

LightWild makes no warranty, express or implied, for products not manufactured by LightWild, but to the extent permitted by law, will make available the warranties of the manufacturer of those products. All batteries are specifically excluded from all warranty provisions.

LIGHTWILD MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS OR MERCHANTABILITY, WITH RESPECT TO THIS PRODUCT.

No person, agent, or representative, other than an officer of LightWild, is authorized to give any additional warranty on behalf of LightWild. Any technical advice, recommendations, samples, and/or demonstrations provided by LightWild concerning the use, application, or compatibility of any products or materials are provided by LightWild for the purpose of assisting the customer to evaluate, at its own risk, the suitability of products for the customer's intended use and may not be construed as an express or implied warranty.

Disclaimer & Limitation of Liability

IN NO EVENT SHALL LIGHTWILD BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF LIGHTWILD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO CASE SHALL LIGHTWILD'S LIABILITY EXCEED THE AMOUNT OF THE PURCHASE PRICE LESS ANY DEDUCTION FOR USE BY THE END USER.