

PolarisUSA Video Terms of Sale

Any sales by PolarisUSA Video, Inc. (PUVI) of Product (the "Product") indicated on the reverse side hereof or attachment is expressly made conditional on the assent of the customer (hereinafter "Buyer") to these Terms and Conditions of Sales. The Buyer's acceptance of delivery of any part of Products/Services sold shall constitute such assent and a waiver of all terms and conditions in its purchase order or similar document which are different from or additional to those set forth herein.

1.) Prices and Terms of Payment. Unless otherwise specified by PUVI in writing, Prices and terms of payment shall be those set forth in the applicable Price Schedule. PUVI reserves the right to change or withdraw prices for the Products or services it offers for sale without prior notice. Partial shipments or performance made within this period will not obligate PUVI to make further shipments or performance at these prices after the expiration of the 30-day period. No C.O.D.'s. Prices are in United States dollars payable in Norcross, Georgia, USA unless otherwise specified. Unless otherwise specified by PUVI in writing, all taxes and other charges imposed by federal, state, local, or foreign governments on the manufacturer, sale shipment costs, import, export, or use of the Products or services shall be added to the price and billed to and paid by Buyer. Buyer shall defend, indemnify, and hold harmless PUVI from and against all liabilities for such taxes or charges and attorneys' fees or costs incurred by PUVI in connection therewith.

2.) Available Account Terms. Visa, MasterCard, American Express, Company Checks, Certified or Cashier's Checks, Wire Transfer and Net 30 Credit Terms are acceptable methods of payments and subject to restrictions. All prices are FOB Norcross, GA, and are subject to change without notice. No C.O.D.'s. The Buyer will be responsible for all Wire Transfer Fees assessed by the Buyer's bank. Shipment of goods will be held until all funds are received.

3.) Acceptance. Any Estimate or proposal is subject to change or cancellation by PUVI at any time without notice, and, in any event, expires 14-Days from its date, unless other wise indicated therein or extended in writing by PUVI. PUVI Estimate and proposal does not constitute an offer by PUVI, and any order or orders placed thereon are not binding on PUVI until PUVI's acceptance in writing in Norcross, Georgia, USA has been sent to Buyer. The banking, negotiation, endorsement, or other use of Buyer's down payment, if any, shall not constitute acceptance by PUVI.

4.) New Accounts. Credit Terms may be awarded by submitting a completed Credit Application and demonstration of positive credit standing. Application for minimum Opening Order Requirements. Processing of credit requests will begin only after all forms are received and may take up to two (2) weeks to complete. Average approval time is 24 hours. PUVI reserves the right to deny Credit Terms to any applicant found to be in unsatisfactory credit standing.

5.) Open Accounts. Buyers with an approved credit will be extended NET 30 DAY TERMS. Buyers more than 15 days past due will be put on "credit hold" until their account is paid in full. Future shipments and technical support may be postponed until credit hold is lifted. Past due amounts will be charged late payment service charges of one and one-half (1.5%) percent per month, which is an annual rate of eighteen (18%) percent. Accounts past due 45+ days will be sent to collections. The Buyer will then be held responsible for all collection fees, up to 50% of the Past Due Invoice.

6.) Returned Checks. Checks returned for any reason will be subject to a \$45.00 return fee. NSF check Buyer's will automatically be placed on a prepay cash, credit card or wire transfer purchase requirements, subject to additional fees. Shipments will be held until all funds are received.

7.) Taxes and Duties. Buyer shall pay, in addition to the purchase price of any product, amounts equal to any tariff, duties and/or sales and use tax or any tax in lieu thereof imposed by any government or governmental agency with respect to the sale of such product(s).

8.) Tax Exemption. Sales tax must be charged to all orders delivered in Georgia. Buyers having a current Georgia Resale Form on file with PUVI will be exempt from sales tax. Buyers are requested to send in a completed Exemption Certificate of their state prior to sale. Failure to do so will result in sales taxes being collected. Sales tax will not be refunded after the sale has been completed.

9.) International Orders. PUVI accepts only wire fund transfers as payment for international orders. All International orders under \$1000 will be assessed an additional surcharge of \$50.00. Please allow four weeks for delivery after receipt of wire transfer. All import and duties fees, imposed by the country of the originating order are the sole responsibility of the consignee. In the event the US courier charges the fees to PUVI, the Buyer will be responsible for the exact amount imposed by the country and will be billed accordingly. (Refer to item #5 posted above regarding past due accounts.) By purchasing products from PUVI, you are agreeing to these terms.

10.) PolarisUSA Video, Inc. Limited Warranty. PUVI warrants all merchandise against defects in material or workmanship for the time frame specified by the original manufacturer from date of purchase unless otherwise stated. Longer and/or broader warranties may be provided by the manufacturer of a particular product. PUVI warranty is limited to the replacement or repair of the defective item at no charge if we determine such item to be defective. Defective items must be shipped prepaid. Buyer is responsible for any/all shipping charges. Items damaged in transport will be returned to the Buyer and all warranty is void. The foregoing remedy is Buyer's only remedy for breach of this limited warranty. This warranty shall not apply to any item subject to misuse including **STATIC DISCHARGE**, failure by Buyer to follow instructions, product modification, ordinary wear and tear, damages incurred during transport, negligent, improper operation or which have been installed or soldered or altered during assembly or use and are not capable of being tested or resold. Modification, repair or attempted repair by anyone other than PUVI without the prior written permission of PUVI will void this limited warranty. Warranty is voided on any product that is found to have an altered, tampered with or removed serial number. Warranty and Service provided by PUVI is NOT transferable. Buyer understands that resale of any PUVI equipment does NOT transfer any existing/remaining warranty and/or service to the final purchasing party. Warranty will be void on any product that has been installed or used outside and is not intended for outside use (not weather-resistant).

11.) Excusable Delays. If PUVI shall be delayed or prevented from delivering any product on the date promised due to any cause beyond its reasonable control, such delay shall be excused during the continuance of and to the extent of such cause, and the date of delivery shall be postponed for such period as may be necessary to enable PolarisUSA to deliver after the cause of delay has been removed.

12.) Special and Custom Orders. Orders for products that require modification or assembly to Buyers specifications, drawings or instructions whether written or verbal are considered **Special Order** or **Custom Orders**. Certain quantities of items will be considered to be Special Orders and will be treated as such. Discuss this with your salesperson. **No Returns are allowed on Special Orders - No Exceptions!**

13.) 30 Day Return Policy. Most merchandise may be returned for *conditional full refund or store credit* within 30-Day period from date of purchase. Merchandise must be in like-new, resellable condition in the original carton with all original packaging, warranties, instructions and accessories, and must be accompanied by the original sales receipt. Return freight must be prepaid. No C.O.D. returns will be accepted. PUVI may deny a refund or exchange, or assess a charge for used or incomplete merchandise returned or exchanged. Any item(s) showing use or abuse will be returned to the Buyer (no refund/no credit). **Store credit CANNOT be refunded to a Buyer by any method. NO EXCEPTIONS.** If approved, refunds will be made by the same method as used to purchase the item. A PUVI check will be issued instead of cash for refunds of \$100.00 and greater. Refund checks may take up to 14 working days to process. **NO RETURNS will be accepted on any recording device (DVR, VCR, NVR), HDD, cables, connectors, special orders and ANY wireless equipment. NO EXCEPTIONS!**

14.) Open Box Fee equal to 15% of the purchase price will be charged on any/all opened item(s) and will be assessed at the time of the refund or exchange. In the event of a manufacturer defect, item(s) will be exchanged for the exact same item(s). Only PUVI Credit Memos will be recognized as acceptable forms of credit regarding any/all issues concerning PUVI merchandise.

15.) Return Procedures. Return Merchandise Authorization ("RMA") policies are subject to revisions to improve Customer Service. Contact the RMA Dept. regarding current policies & returns. All returned

merchandise requires an RMA Number. To obtain an RMA Number, call PUVI (10 AM - 4 PM EST, Monday-Friday) at: **678.405.6080**. Your RMA Number must be clearly marked on the OUTSIDE of the returned package. All merchandise must be returned in the same condition as it was originally shipped from PUVI. Items damaged while in transport are the responsibility of the Buyer and will be refused. A *Terms & Conditions* document will be faxed/email to you and must be signed and faxed/emailed to PUVI before the package arrives. Once an RMA number has been assigned, it is important to return the product within 14 days or the RMA Number will have expired. **Any products that arrive without the RMA number clearly on the box, or with an expired RMA, or without PUVI having a signed Terms & Conditions on file will be refused at our dock. Products sent for RMA but found to be in working condition will be assessed a \$55 diagnostic fee.**

16.) Restock Charge. If parts are to be returned to PUVI due to Buyer error, Buyer may be subjected to 15-30% restocking fee. If parts are to be returned to PUVI and merchandise is found to be damaged or returned in non-resalable condition, Buyer may be subjected to 15-100% restocking fee. This includes but is not limited to failure to return or return of damaged documentation, product packaging materials, and included product accessories. **THERE ARE NO EXCEPTIONS.** This also includes duplicate shipments, refused / unclaimed shipments, items ordered by mistake, not shipped, not fitting Buyer's application, and / or unsuitability for a particular application or design. **There are ABSOLUTELY NO REFUNDS on lenses, cables, connectors, HDDs, special orders, custom orders, any wireless equipment and any recording device such as DVR, NVR, VCR and Hybrid Systems.**

17.) Repair Terms. Out of warranty repairs will be assessed a non-refundable \$55 diagnostic fee. Hourly repair rate is \$75. Products sent for repair but found to be in working condition will also be assessed the \$55 diagnostic fee. Thirty (30) days after Buyer has been informed of repair charge, a \$15.00 per month storage fee will be assessed to the RMA. After 4 months equipment will be discarded if not paid in full by Buyer. PUVI will not be responsible for the discarded items. Repair fees must be paid with credit card, company check or cashier's check. **Repair fees cannot be paid on terms or with store credit.**

18.) Changes. PUVI reserves the right to make reasonable changes to their products, with or without notification to Buyer. PUVI is only obligated to inform Buyer of differences if such changes affect delivery or price of an existing order. Buyer reserves the right to amend these Terms and Conditions at any time.

19.) Wireless Equipment / Interference. PUVI CANNOT GUARANTEE an interference free signal on ANY wireless system(s) sold. It is the Buyer's responsibility to have a thorough site survey completed prior to their purchase of any 2.4GHz or 5.8GHz wireless equipment in order to assess whether or not the aforementioned system will work to their expectations. PUVI makes no representations about the legality of utilizing wireless RF equipment. It is the Buyer's responsibility to contact local legal counsel to determine the legality of their specific application. PUVI is not liable for any damages caused by a Buyer's failure to consult legal counsel prior to ordering. **NO RETURNS will be accepted on ANY wireless equipment. NO EXCEPTIONS!**

20.) Utilized CCD Class Definition. PUVI provides to our Buyers cameras that are equipped with industry standard Class 3 CCD imaging chips (in products where CCD chips are utilized). A CCD is denoted a class number based on the number of 'defects' or 'defective pixels' per CCD. A defect is described as a single pixel or group of pixels that deviate in illumination by a factor of greater than 20% from its surrounding pixels. Industry standard Class 3 CCD chips have defect levels within an acceptable range for surveillance applications. PUVI does not offer any imaging devices equipped with a CCD of Class 2 or greater, and will not accept any returns or issue any credit for cameras on the basis of a defective CCD should the pixel defects be considered acceptable by Class 3 definition.

21.) Package Deal / Complete System Specific Terms. Products purchased from PUVI that are classified as 'Complete System Packages' or 'Package Deals' are subject to specific return restrictions not applied to other product categories. No single item of a 'Complete System Package' or 'Package Deal' is eligible for return. In order to process a return, Buyer must return the entirety of the 'Complete System Package' or 'Package Deal'. **All systems returned will be assessed a mandatory 15% MINIMUM restocking fee. NO EXCEPTIONS**

22.) Inspection of Products Damage or Shortage Claim. Products shall be inspected by Buyer upon delivery before signing. Notice of rejection or claim for shortages, damaged Product, or other nonconformity must be reported by Buyer to PUVI in writing **within 10 days** of receipt of shipment. In case of concealed damage or loss, retain all packing material for inspection by the carrier. Any damage, loss, shortage or other discrepancy with your requested order must be reported immediately. PUVI will not be responsible for damaged parcels which are not inspected by the carrier. All sales are F.O.B. from Norcross, Georgia, USA.

23.) Attorney's Fees. If any amount due PUVI shall be collected by or through an attorney, Buyer shall pay fifteen (15%) percent of the total due as attorney's fees. The total due for purposes of determining attorney's fees shall also include late payment service charges of one and one-half (1.5%) percent per month. PUVI actively prosecutes fraud cases.

24.) Waiver, Alteration, or Modification. No waiver, alteration, or modification of any of the provisions hereof shall be binding on PUVI, unless made in writing and agreed to by a duly authorized officer of PUVI prior to any/all PUVI sales.

25.) Limitation of Liability. PUVI liability shall be limited to the repair or replacement of defective products in accordance with the PUVI limited warranty. PUVI shall not be liable for any incidental, special or consequential damages for breach of any warranty, expressed or implied, directly or indirectly arising out of PUVI sale of merchandise, including any failure to deliver any merchandise, or arising out of Buyer's installation or use, whether proper or improper, of the product, separately or in combination with other equipment, or from any other cause. PUVI shall not be held liable for indirect, special or consequential damages, including interruption of service, loss of business or profits or equipment failure due to Acts of Nature, civil commotion, theft, negligence, or unauthorized repairs by others. Warranty will be void on any product that has been installed or used outside and is not intended for outside use (not weather-resistant).

26.) Normal Wear Definition. Cosmetic wear to any product intended for outside use is considered normal, such as, but not limited to, color fading, anodization fading. PUVI is not responsible for this type of normal wear.

27.) Force Majeure. PUVI shall not be held liable for any failure in performance to the extent caused by an Act of God, outbreak of hostilities (whether or not war is declared), insurrection, riot, civil disturbance, Government Act or regulation, fire, flood, explosion, production delays, accident, theft, climatic conditions, shortage of material, strike, lockout or trade dispute (whether PUVI's or another party's employees), third party supplier's actions, or other cause beyond PUVI's reasonable control. The period of the contract shall be correspondingly extended by the period of such delay, if deliveries are suspended for six months or more, PUVI may at its option, by written notice to Buyer, without liability or penalty and without relieving Buyer of its obligation to pay for any Products which have been delivered, cancel the contract with respect to any undelivered Products.

28.) Important Disclaimer. To the fullest extent permitted by applicable law, PUVI expressly disclaims the implied warranty of fitness for a particular purpose. Buyer should understand that PUVI does not make any representation that products purchased will suit Buyer's particular purpose. Buyer must rely on Buyer's own skill or judgment in selecting suitable products for Buyer. To the extent any implied warranty is applicable, such warranty shall be limited to 14 days from the date of purchase. We are not responsible for typographical errors. Items subject to availability and prior sale. Products pictured may only be representative.

29.) General. The terms hereof, including those written within the body of this document, shall constitute the entire agreement between Buyer and PUVI. This Agreement shall be construed in accordance with the laws of the State of Georgia, United States of America. Any lawsuits or other proceedings arising out of any sales represented by this invoice shall be brought in a forum of competent jurisdiction in Gwinnett County, Georgia. In the event that any of the printed terms or conditions set forth herein are in conflict with or are inconsistent with other terms, typewritten or hand written, within this document, then the typewritten or handwritten terms shall govern to the extent necessary to remedy the conflict or inconsistency, but the printed terms shall govern all other respects.