

# Terms and Conditions

## Applicability of Terms and Conditions

The Terms and Conditions on this page will govern all sales by L-com, Inc. and its subsidiaries ("us", "we") unless otherwise agreed to in writing, signed by L-com at its home office in North Andover, Massachusetts, by an authorized agent. Terms and Conditions contained in Buyer's purchase order or any other document that are different from or in addition to these Terms and Conditions are objected to, are rejected, and will not be binding on us. Buyer will be deemed to have agreed to these Terms and Conditions by issuing a purchase order number and upon receipt from us of a written acknowledgement of Buyer's placement of an order. Notwithstanding the foregoing, if we at Buyer's request, commence performance in any way prior to receipt by Buyer of our written acknowledgement, Buyer's acceptance of these Terms and Conditions will be deemed to have occurred on the date such performance commences. If for any reason, our Quotation is deemed an acceptance of an offer made by Buyer, such acceptance is expressly conditioned on Buyer's assent to these Terms and Conditions, which assent will be evidenced by the earlier of Buyer's acceptance of items delivered by us or any other performance by Buyer or by us. We will proceed to sell items only if Buyer assents to these Terms and Conditions.

## Application Disclaimer

Products sold by us are not intended for use in life support or other medical devices or systems, life-critical applications, emergency response or safety related systems, or in connection with any product using nuclear power, or in the aircraft, aviation, aeronautical, aerospace, defense or related industries or for uses or in industries not otherwise provided in the product description. Any such use of products sold by us is at Customer's sole risk, and Customer agrees to indemnify and hold us harmless from and against any loss, claims, damages, liability, or cost (including court costs and attorney's fees) resulting from such use or sale by our Customer or any customer of our Customer. Due to the numerous factors affecting the operating range of radio frequency systems we specifically do not guarantee operating range. Customers are urged to contact a local Professional Installer for assistance in designing and installing any Products. We do not provide installation services or design services. Therefore any assistance or advice provided by one of our employees or representatives in selecting equipment is given on a best-effort basis, and should not be relied upon for final decision of product selection by Customer.

## Call Monitoring

As a part of a commitment to continuous improvement, we utilize systems to monitor incoming and outgoing telephone calls with customers to ensure quality of service.

## Confidentiality

Buyer agrees that all information furnished by or obtained from us in connection with the sale of items hereunder will be confidential, and Buyer agrees not to (i) disclose any such information to any other person, or (ii) use such information for any purpose, other than performing this contract.

## FCC Part 15 and Part 97 Notice

For systems operating within the jurisdiction of the FCC, customer acknowledges that any amplification device it purchases is intended for use only in a transmission system certified under Part 15, Part 97 or other applicable section of the rules and regulations of the Federal Communications Commission.

## International Orders

International orders may be subject to any applicable customs duties, VAT, and taxes in the country of destination, all of which are the responsibility of the customer. If this transaction involves an export under Export Administration Regulations, the products exported by us are exported in accordance with the current Export Administration Regulations. Diversion, use, export or re-export contrary to United States law is prohibited. The commodities, technology and/or software sold or distributed under these terms and conditions of sale may not be exported or re-exported to Cuba, Iran, Libya, Sudan, North Korea or Syria or to other countries, entities and persons that are ineligible under United States law to receive United States commodities, technology and/or software.

## Jurisdiction and Venue

Customer agrees that any legal action brought against us shall be governed by the laws of the State of Massachusetts or State of Florida (respectively) without regard to its conflict of law principles. Customer agrees that the sole jurisdiction and venue for any litigation arising from any purchase shall be an appropriate federal or state court of competent jurisdiction located in Essex County, Massachusetts or Palm Beach County, Florida.

## Limitation of Liability

In no event shall we, our Directors, Officers, Employees and Representatives be liable for indirect, special, incidental, consequential, punitive or other damages including but not

limited to loss of use, loss of data, loss of business income or profits or breach of implied warranties of any kind arising out of the purchase, use or performance of the Products, whether or not it has been advised of the possibility of such damages. Some localities do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## Remedies and Limitations on Remedies

In the event of any material breach of the warranty, we will, at our sole option, credit Buyer's account or repair any defective goods or furnish a replacement part or goods, all subject to Buyer providing written notice of the alleged breach within the time required. The remedies set forth herein shall be the sole and exclusive remedies available to buyer so that our credit of Buyer's account or repair or replacement is a fulfillment of all our obligations. We shall not be liable for any special, consequential, incidental or punitive damages of any kind, nor under any circumstance shall we be liable for damages beyond the price of the goods purchased by Buyer, whether in contract, in tort or under any warranty or other use.

## Notices

Any notice to us required or permitted hereunder will be deemed to have been effectively delivered if in writing and served by personal delivery to us or sent by registered or certified mail with return receipt requested, postage prepaid, to us at the address specified.

## Order Acceptance

Your receipt of an email or other form of order confirmation does not constitute our acceptance of your order or a confirmation of an offer to sell. We reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to any customer. All orders are subject to review and acceptance by us. Verification of information may be required prior to the acceptance of any order.

## Pricing and Specifications

All prices and specifications are subject to change without notice. We reserve the right to change pricing, products and specifications, or discontinue items at our sole discretion for any reason whatsoever including, but not limited to changing market conditions, product discontinuation, component unavailability, manufacturing cost changes and errors in advertisements.

## Returns

Customers wishing to return products must first obtain a Return Material Authorization (RMA) number from a Customer Service representative. This number must be printed on the outside of the package in order for it to be received and processed. Merchandise must be shipped prepaid. We will determine if credit will be issued upon evaluation of the product and packaging after it's returned to us. Other details concerning returns are as follows:

## Stock Item Returns

Items ordered in error must have a Return Material Authorization (RMA) number issued within 30 days of the original order. These parts are eligible for full credit only if the returned products and packaging are in mint and salable condition. A repackaging/restocking charge not to exceed 25% of the sale price may be charged on any products not returned unopened. Under no circumstances will credit be issued after 30 days from date of invoice or for orders exceeding \$500.00 in total value. All freight charges are the responsibility of the customer.

## Custom Product and Tool Returns

Custom Products and tools are not returnable for any reason unless they are found to be defective.

## Defective Item Returns

Defective items must have a Return Material Authorization (RMA) number called in prior to shipping.

## Distributed Item Returns

Products distributed by L-com, Inc. carry the warranty of the respective manufacturer only. After 30 days from invoice all merchandise returned for distributed products must be handled directly with that manufacturer in accordance with their warranty.

## Sales Taxes

Any L-com orders shipped to or picked up in Massachusetts must have 6.25% sales tax added or provide an "Exempt Use Certificate" when establishing their account. HyperLink adds Sales Tax only to orders that are shipped to addresses in Florida. Customer shall be solely responsible for all sales taxes, or other taxes, on orders shipped to any other state. Resale shipments inside the State of Florida will be charged Sales Tax unless a valid Resale Certificate or Exemption is on file with HyperLink AT THE TIME OF PURCHASE. No credit will be given for sales tax paid on purchases made prior to such exemption being on file with HyperLink. Sales tax is charged on the products as well as on the shipping and handling amount.

## Shipping and Processing

All orders are shipped FOB our plant in North Andover, MA or our plant in Boca Raton, FL, respectively. The minimum

shipping and processing charge for domestic ground shipments is \$9.50.

## Shortages

Claims for shortages must be reported within 5 business days of receiving the order, otherwise these orders will be deemed as complete.

## Tolerances and Variations

Except in the particulars specified by Buyer and agreed to in writing by us, the goods being sold to Buyer will be produced in accordance with our standard practices. All goods, however, including those produced to meet an exact specification, will be subject to tolerance and variations consistent with good manufacturing practices in regard to dimension, weight, section, composition, mechanical and electrical properties; to normal variations in surface and internal conditions and in quality; and to deviations from tolerances and variations consistent with practical testing and inspection methods.

## Warranty

We warrant our manufactured products and assemblies for a period of one year from time of purchase. These products are warranted against defects in workmanship or materials under normal use. We cannot warranty our products in case of misuse, acts of God, or consequential damage. Alteration of product cancels all warranties. Under no circumstances will we be responsible for any damage beyond the replacement cost of the defective merchandise. We reserve the right to repair or replace any products that are returned under warranty. Products distributed by us carry the warranty of the respective manufacturer only. Goods manufactured by us to meet Buyer's instructions, specifications or requirements are subject to a plus or minus deviation of five percent (5%) in quantity. This warranty applies to the original purchaser only and is not transferable. This limited warranty covers normal use. The limited warranty does not cover damage incurred during shipment, caused by impact with other objects, dropping, immersion in liquid; service by anyone other than us, use not in accordance with instructions, accident, abuse, misuse, natural disasters such as flood, fire, earthquake or lightning, power surges and problems caused by use of power supplies not supplied by us. Warranty coverage will not apply in the event the serial number or brand-name has been removed, altered or defaced. EXCEPT AND TO THE EXTENT EXPRESSLY SET FORTH ABOVE, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND WE EXPRESSLY DISCLAIM ALL WARRANTIES NOT STATED HEREIN. Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

## Privacy Policy

We collect the mail address, e-mail address, and phone information of those who communicate with us via written correspondence, e-mail, phone calls and information volunteered by the customer such as survey information and/or site registration. The information that you give us and information about your order may be combined with other personally identifiable information (such as demographic information and past purchase history) available from our records and other sources. This information will be used to make our future marketing efforts more efficient. This information may also be shared with other marketers to bring you offers of interest. If you prefer that we do not share your name and address with other marketers, please e-mail us at [update@L-com.com](mailto:update@L-com.com) or write us at the address below. L-com, Inc. Attn: Mailroom Manager 45 Beechwood Drive North Andover, MA 01845.

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