



Bracketron Inc. Terms and Conditions (hereinafter "Bracketron")

All sales by Bracketron are subject to Bracketron's Standard Terms and Conditions, which follow.

Taxes. Any taxes which Seller may be required to pay or collect under any existing or future law upon or with respect to sale of goods described to buyer shall be the responsibility of Buyer who shall promptly pay the amount thereof to Seller upon demand.

Terms and Method of Payment. Where seller has extended credit to Buyer, terms of payment shall be as stated on the invoice. The amount of credit may be changed or credit withdrawn by Seller at any time. Pro rata payments are due from Buyer as shipments are made by Seller. If Buyer delays shipments, payments are due from the date when Seller is prepared to make such shipments.

Delivery. The goods shall be delivered FOB Seller's plant and title thereto and liability for loss and damage in transit or thereafter shall pass to Buyer upon Seller's delivery of goods to a common carrier for shipment to Buyer. Claims for damages in transit must be asserted against the carrier. Within ten days after receipt of shipment, Buyer must report any shortage or damage not due to the carrier; otherwise claims for such shortage or damage will be deemed waived. Seller reserves the right to make delivery in installments and Buyer's order shall be severable as to each such installment.

Liability. In no event shall the seller be liable for increased manufacturing costs, loss of profits, or good will or any special, indirect, incidental or consequential damages.

Contingencies. Seller shall not be responsible for any failure to perform due to causes beyond its control. These causes shall include, but not be restricted to fire, storm, flood, explosion, accident, acts of a public enemy, war or rebellion, insurrection, sabotage, epidemic, quarantine restrictions, labor disputes, labor shortages, transportation embargoes or failure or delays in transportation, and inability to secure raw materials or failures of machinery for the manufacture of seller's products, acts of God, acts of federal government or any agency thereof, acts of any state or local government or agency thereof, and any judicial action, all whether foreseen or unforeseen.

Limitation on Warranty and Claims. SELLER WARRANTS THAT THE GOODS SOLD AND DELIVERED BY THE SELLER TO THE BUYER SHALL BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIAL UNDER NORMAL USE AND SERVICE FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF DELIVERY. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller's liability for breach of warranty shall arise only upon the return of the defective parts at the buyer's expense after notice to the seller of claimed breach and shall be limited to furnishing a like quantity of such goods free from such defects or, at the seller's option to refund the purchase price. Notice to the seller of claimed defects discoverable by inspection must be given within ten (10) days after receipt of shipment. In no event shall the seller be liable to the buyer for indirect, incidental, collateral or consequential damages of any kind. The buyer indemnifies the seller, its successors and assigns from and against any and all losses, damages and expenses (including reasonable attorney's fees) which the seller may sustain or incur as a result of any claim of negligence, breach of warranty or strict liability in tort in connection with the use of the goods furnished hereunder, except such as may be wholly caused by the negligence of the seller.

Changes. Buyer's order will not be cancelled or reduced in amount, nor any deliveries suspended by the buyer without the seller's prior written consent.

Nonwaiver of Default. Each shipment made under any order of Buyer shall be treated as a separate transaction, but in the event of any default by Buyer, Seller may decline to make further shipments without in any way affecting its rights under such order. If despite any default by Buyer or in any way affect Seller's legal remedy for such default.

Law. The validity, construction and performance of these terms and conditions or any sale made hereunder shall be governed by the State of Minnesota applicable to agreements made within such state.

Time for Bringing Action. Any action against Seller for breach of warranty or breach of contract or otherwise against Seller related to the order to which this form relates must be commenced within one (1) year after the cause of action has accrued.

Returns. All products returned must be 100 percent complete and in re-saleable, original condition. They must also contain ALL original manufacturer boxes with the original UPC code and packing materials, all manuals, blank warranty cards, accessories and any other documentation included with the original shipment. Bracketron requires a return merchandise authorization (RMA) submitted by Bracketron's corporate office. Shipping charges on returned items are the customer's responsibility. For your protection, we strongly recommend you fully insure your return shipment in case of loss or damage. Please use a carrier that is able to provide you with proof of delivery. If you receive damaged merchandise, it is best to REFUSE it back to the carrier attempting delivery. If you accept the package make sure it is noted on the carrier's delivery record in order for Bracketron to file a damage claim. Save the merchandise AND the original box and packing it arrived in, notify Bracketron immediately to arrange for a carrier inspection and a pick up of damaged merchandise. If you do not notify Bracketron of damaged goods within the first 15 days of arrival, our regular return policy will override any claim of damage. Contact Customer Relations at 952-746-7775 or your Bracketron account manager to arrange for carrier inspection and a pick up of damaged merchandise. DEFECTIVE returns can be returned directly to Bracketron within 30 days from the invoice date for credit refund or replacement. Please disregard if we have agreed to "Destroy in Field" as the preferred method.

Printed Name

Title

Signature

Date