

## **iSEMcon, LLC Warranty Terms and Conditions Acoustic Division**

### **LIMITED WARRANTY**

iSEMcon, LLC (hereinafter "iSEM") offers a standard two (2) year Warranty to cover all Products sold. No registration is required.

### **GENERAL TERMS AND CONDITIONS**

Subject to the conditions and requirements set forth herein, iSEM, WARRANTS the Products covered by the respective WARRANTY to be free from defects in material and workmanship under normal and proper usage for the respective time periods listed above from the date of shipment from iSEM, **(or from an authorized Representative or Distributor of iSEM)**.

THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDE ALL OTHER REPRESENTATIONS MADE-BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE PRODUCTS ARE FREE OF AN CLAIM OF ANY THIRD PERSON BY WAY OF INFRINGEMENT OR THE LIKE, and are also in lieu of and exclude any promise, description, affirmation of fact, sample model or representation, oral or written, which may be part of an order or made by a Representative of iSEM, or otherwise. This WARRANTY does not apply to any Product which has been subject to misuse, negligence, or accident, or to any Product which has been modified or repaired, improperly installed, altered or disassembled (except according to iSEM's written instructions) or any Product if the machinery, equipment, or production line to which the Product is originally installed is abandoned, changed, substituted, moved or replaced or if the Product is removed from such machinery, equipment or production line or the original application.

This WARRANTY is subject to the following conditions:

- 1) This WARRANTY is limited to the electronic and mechanical performance only, as expressly detailed in the Product specifications and NOT to cosmetic performance.
- 2) This WARRANTY shall not apply to any cables attached to, or integrated with the Product other than those sold from iSEM.
- 3) This WARRANTY shall not apply to any Products which are stored, or utilized, in harsh environmental or electrical conditions outside iSEM's written specifications.
- 4) This WARRANTY is applicable only to Products shipped from iSEM subsequent to April 06, 2010
- 5) All claims under this WARRANTY must be made in writing within thirty (30) days of the date on which the defect is (or, with reasonable diligence, should have been) discovered.

### **Purchaser's Remedies**

This Remedy shall apply to the WARRANTY. If an iSEM's Distributor/Representative desires to make a WARRANTY claim, the Distributor/Representative shall if request by iSEM, ship the Product to iSEM's factory in Sylvania, Ohio, postage or freight prepaid. If the user desires to make a WARRANTY Claim, they shall notify the authorized Distributor/Representative from whom it was purchased or, if such Distributor/Representative is unknown, shall notify iSEM. iSEM will take the following course of action for any products which iSEM determines are defective in materials or workmanship.

Repair or replace the Product and ship the Product to the Original Purchaser or to the authorized iSEM Distributor, postage or freight prepaid.

PURCHASER'S REMEDIES SHALL BE LIMITED EXCLUSIVELY TO THE RIGHT OF REPLACEMENT, REPAIR OR REPAYMENT AS PROVIDED AND DOES NOT INCLUDE ANY LABOR COST OR REPLACEMENT AT ORIGINAL PURCHASER'S SITE. iSEM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF ANY WARRANTY, EXPRESSED OR IMPLIED, APPLICABLE TO THE PRODUCT, INCLUDING WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM PROPERTY DAMAGE, AND PERSONAL INJURY OR BUSINESS INTERRUPTION.

### **Dispatch**

The times for release indicated in our quotations are based on securing the necessary raw material and on the manufacturing conditions prevailing at the time of quotation. In the event of a change occurring in these conditions before the order is placed, we reserve the right to revise the time for shipment. Unless otherwise confirmed by us, all times given for release are understood to date from the receipt by us of an official order for the goods or of all necessary information to enable us to put the work in progress. These times are understood ex-factory subject to unforeseen difficulties. Among difficulties likely to cause delay in the release of goods are the following: Act of God, official enactments, epidemic, mobilization, war, riots, breakdown of plant, strikes, lockouts, boycotting, or any labor troubles directly or indirectly affecting our factory or those of our suppliers, and rendering it difficult or impossible for us to observe the delivery time stated. We recognize no claim for damages in respect of delay in delivery. The purchaser is not entitled to withdraw wholly or partly from the contract on account of a delay in the

delivery of the goods. We reserve the right to cancel the whole or part of the order in the event of the manufacturing of same being rendered difficult or impossible due to unforeseen causes. In such cases we are under no obligation for compensation or for subsequent delivery.

#### **Placement of Orders**

All orders must be confirmed in writing to us by mail or fax. Any errors incurred because product is requested to be shipped before a written confirmation is received, are at the customer's own risk. No exchanges or returns will be allowed without an order confirmation on file.

#### **TERMS OF PAYMENT**

With established credit, terms of payment are net 30 days from date of invoice, without further discount. Unpaid accounts will result in interruption of supply of materials until such time as payment has been received by our office. In addition, interest shall accrue on any unpaid balance from the date of invoice at the rate 1 ½ % per month but in no event at a rate greater than the maximum rate permitted by law. If credit has been established with us, domestic terms will be C.O.D. or cash in advance. Export terms will be irrevocable letter of credit or wire transfer in advance of order. All payments shall be made to us at our remit to address by the purchaser in US currency, without any deductions for cash discount, expenses, taxes due of any kind, in accordance with the acknowledgment of order or supply contract. In the event of partial consignments, payment shall be made according to the volume of the individual consignments. All prices are subject to change without notice and therefore to be considered not binding. Written quotations shall be valid as per the terms of the quotation. Unless otherwise agreed upon in writing, all goods are billed at the prices in effect at the time of shipment. All prices and terms are F.O.B. shipping point unless otherwise agreed in writing.

#### **Pricing for orders extending beyond one (1) year**

Orders which call for deliveries beyond twelve months from the first day of the month following receipt of the order must be specifically accepted in writing by us. Deliveries that are beyond twelve months, including those rescheduled as such, will be invoiced at the then current price.

#### **Specials**

All orders for specials must be confirmed in writing before an order will be placed with the factory. Specials are not returnable for credit or exchange. Orders for specials canceled after the order has been placed with the factory are subject to charges for finished goods and work in progress. All special products and workmanship have a warranty of one (1) year from the date of purchase.

#### **Shortages/Returns**

Shortages must be reported via fax or mail to our office within ten days from date of shipment. All subsequent claims will not be entertained. Goods will not be accepted for return unless we have given our written consent to accept such goods for return. Return Authorization (RA) will only be issued to the company that purchased the product from us. Returned items are eligible for issuance of credit only after inspection and evaluation by us. Credit amount issued will be subject to product suitability for sale, warranty status, current stock codes, and 20% restocking charges.

#### **Delivery**

Delivery of the equipment to a common carrier shall constitute delivery to the Purchaser and the risk of loss shall transfer at that time to Purchaser. Should delivery be delayed due to an act or omission on the part of the Purchaser, risk of loss shall transfer to the Purchaser upon notification by iSEM that the order is complete and ready for shipment.

#### **Cancellation**

Cancellation or suspension of orders by the purchaser is subject to our express written consent. Purchaser shall be responsible for all costs up to the time of cancellation or suspension.

#### **Applicable Law**

The sale and purchase of Products covered hereby and all terms and conditions hereof shall be governed by the State of Ohio law.

#### **Safety clause and unauthorized applications**

Products manufactured and/or sold by iSEM are not designed for use as a component in any life support, life safety, or other comparable application. Our products should not be used in any application where the failure or faulty performance of the product might create a risk of personal injury or death. Buyer assumes all risk of loss, damage or injury alleged to arise from the failure or faulty performance of an iSEM product in any unauthorized application. Buyer agrees to indemnify and hold harmless iSEM, and its directors, employees, agents, representatives and sales partners, from and against any and all claims, costs, damages, losses and expenses including attorney fees which arise from or are alleged to have been caused by any claim for personal injury or death connected with buyer's use of an iSEM product in any unauthorized application, including claims which allege that iSEM has been negligent in connection with the design or manufacture of the product.