

Alta Data Technologies LLC (ADT)
Terms and Condition of Sale
12 November 2009

Product Return Policy

For standard hardware products, Alta Data Technologies LLC (ADT) allows the return of 2 line item units (2 total units) of an order (or purchase agreements) within 15 days from shipment if the following conditions are met:

- (i) An RMA Number is requested in advanced of shipment and clearly visible on return package.
- (ii) The product's seal on the static package is unopened (ADT cannot resell any product that has been opened)
- (iii) Upon return, ADT finds the product in satisfactory condition for resell
- (iv) A 25% restocking fee applies to all returns

NOTE: Systems, custom products/configurations or third party content may not be returnable. ADT reserves the right to refuse ANY product return for ANY reason.

Order Cancellation Policy

Orders for standard catalogue items may only be cancelled with ADT written (email) approval - we will try to accommodate reasonable cancellations. For popular standard products, there would not be a fee if the product is not scheduled to ship within 2-4 weeks. For all order cancelations, ADT reserves the right to charge the customer any reasonable costs associated with custom, non standard, high quantity or short notice cancellations. These costs may include, but are not limited to design, manufacturing, overhead, legal, sales and support costs. ADT shall be the sole judge of what costs are reasonable, but costs shall not exceed the cost of the order.

Warranty - 5 Year Limited for Hardware and 30 Day Limited for Software
Please see ADT Limited Warranty and Software License for details.

ITAR, Local Law Usage, Discard Laws and Responsibility

ADT products are not US ITAR controlled. Use of ADT products or documentation in violation of local usage, waste discard and export control rules, or in violation of US ITAR regulations, voids product warranty and shall not be supported. The end-user is responsible for any US or local law usage and distribution, and any discard actions or discard fees.

Payment Terms – Net 30 AOC

ADT strives to pay our suppliers as fast as possible. ADT appreciates the same consideration from our customers. Standard terms on approved credit are net 30 calendar days from date of shipment. Credit Card orders require a 4% additional fee for the total of the order (including pre-pay/add shipping charges). A 2% monthly interest fee shall be applied to the customer's invoice/account for payments not received within 45 days.

Shipping/Freight/Insurance – FOB Factory

All orders are FOB factory and the customer pays all freight and insurance.. For pre-pay/add orders, ADT includes insurance for the full order value (or for shipment total for partial shipments). For shipments to freight forwarders, ADT will automatically add freight charges (including insurance) for 2nd day air to the freight forwarding destination.

NOTE: The customer is encouraged to provide ADT a FEDEX, UPS or DHL account number at time of order. For orders shipped against a customer's freight account number, ADT's will NOT designate shipping insurance unless instructed (on the purchase order). ADT reserves the right to refuse a customer's freight company and charge pre-pay/add fees to the purchase order. ADT will consult with the customer prior to shipment if the designated freight carrier is not satisfactory for ADT operations.

LIMITED LIABILITY

ADT DISCLAIMS ALL LIABILITY FOR ANY DOCUMENT ERRORS OR PRODUCT USAGE. ADT SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR LOSSES, OR FOR ANY LOSS OF BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE, WHETHER OR NOT ALLEGED TO BE BASED ON BREACH OF REQUIREMENTS, SPECIFICATONS, WARRANTY, CONTRACT OR NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THE SALES, DELIVERY, USAGE, SUPPORT, SERVICE OR REPAIR OF ADT PRODUCTS. EXCEPT AS REQUIRED BY LOCAL LAW, UNDER NO CIRCUMSTANCES SHALL ADT'S TOTAL AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

INDEMNIFICATION

THE BUYER, RESELLER OR DISTRIBUTOR OF ADT PRODUCTS AGREES TO INDEMNIFY AND HOLD HARMLESS ADT, ADT MEMEBERS, ADT EMPLOYEES OR ADT CONTRACTORS AGAINST LOSS OR THREATENED LOSS OR EXPENSE THAT MAY EXCEED \$500 ARISING OUT OF ANY CLAIMS FOR DAMAGES WITH USE OF, OR IN CONNECTION WITH ADT PRODUCTS OR SERVICES.