

Alta Data Technologies, LLC (ADT)
Terms and Condition of Sale (TCS)
16 March 2022

Order Acceptance - The BUYER's order is not consider accepted or binding until an ADT sales order acknowledgement (SO) has been issued, and the SO overrides any previous ADT quote or correspondences. All ADT products or services sold are subject to ADT's latest TCS. When the order is placed, the BUYER must declare tax requirements with proper documentation (resell number, gov't contract number, local tax rate information, etc.) to justify the tax rate. Failure to do so may delay the order.

All applicable US, local laws, and FAR flow downs are fully supported with **ADT designated as a COTS supplier**, and not a sub-contractor.

Pre-Shipment Order Cancellation - All order cancellations require ADT written (email or fax) approval. ADT is the sole authority to determine acceptable time-frames, conditions, product quantities and potential customer costs. Costs may include, but are not limited to design, manufacturing, administration, legal, sales, travel and support costs.

Payment Terms – ADT strives to pay our suppliers as fast as possible, and we appreciate the same consideration from our customers. The ADT SO shall set payment terms. Net 30 from **shipment date** is standard for domestic, direct, end-use customers **OAC**. Pre-payment for non-approved credit, resellers and international customers may apply. ADT solely determines credit worthiness, pre-payment, and shipment schedules. Credit card orders are subject to a handling or banking fee. A 2% monthly interest fee shall be applied to late payments. Delays in payment may result in delayed shipments, order and/or warranty cancellation, and suspension of support.

Shipping/Freight/Insurance – Unless agreed to in advance, all orders are FOB ADT Factory and the BUYER pays all freight, tax, duty and insurance. Insurance is not standard. The BUYER shall provide freight account number, and complete shipment information at **the time of order**. FEDEX or UPS is preferred. For shipments to freight forwarders, ADT shall add intermediate transit charges to the order. Delays in shipment information, may result in SO delays, shipment delays, or order cancelation.

Limited Warranty and Software License – 5-year limited warranty for standard catalogue hardware items, and 90-day warranty for connectors and cable assemblies. ADT software warranty is 30 days. Please see ADT Limited Warranty and Software License documents for details.

Product Return Policy - For standard catalogue items, ADT allows the return of 3 units or less per order within 20 days from shipment if the following conditions are met:

- (i) An RMA Number is requested in advanced of shipment and clearly visible on return packaging.
- (ii) The product's ESD package seal is **unopened** (ADT cannot resell any product that has been opened).
- (iii) Upon return, ADT finds the product in 100% new, unused condition for future resell
- (iv) A 25% restocking fee applies to all returns
- (v) Customer pays all shipment costs, and payments are current.

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

Product Classifications, ITAR (CUI), Process or Material Flow-Downs, Local Law Usage and Discard Laws - ADT manufactures commercial off the shelf (COTS) catalogue items that are designed to open, public domain standards. ADT

products are NOT designed for public communication, IT systems, safety-critical applications or any specific military or space end-use application. ADT shall NOT produce, modify or provide services to allow any product to be enabled as a specific military or space end-use application.

Only ADT's product specifications, material selections, markings, quality and manufacturing processes apply. No purchase order listed design, functionality, manufacturing procedures, material requirements, special markings, quality, or distribution processes apply unless specifically listed on the ADT SO.

ADT's products and services are regulated by the US Department of Commerce and are not ITAR controlled. The BUYER agrees to NOT send any ITAR/CUI controlled information or data to ANY ADT personnel without prior written approval from an ADT officer. The BUYER or end-user assumes ALL cost, liability, and actions for proper documentation and regulatory filings for export, use (including proper discard) of purchased ADT product(s). Use of ADT products or documentation in violation of local usage, waste discard, export control regulations, violation of US ITAR regulations, or any clause of this document voids product warranty and shall not be supported.

BUYER's Purchase Order Conflict Of Terms - In the event BUYER submits an order with written or applied terms in conflict with ADT's latest TCS, the BUYER agrees that ADT's TCS shall prevail. Any dispute to these conditions shall be communicated to an ADT officer in advance of order placement.

Transfer of Contract. ADT reserves the right to transfer the order contract to an ADT approved supplier/owner as long as all order parameters are maintained. ADT shall notify the BUYER of any such change to coordinate receiving and invoicing.

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, SPECIFICATIONS, WARRANTY, CONTRACT OR NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THE SALES, DELIVERY, USAGE, SUPPORT, SERVICE OR REPAIR OF ADT PRODUCTS OR SERVICES. 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, AND INCLUDING BUT NOT LIMITED TO PROCESS OR MATERIAL FLOW-DOWNS, US ITAR OR LOCAL GOVERNMENT REGULATIONS.

ADT is glad to work with our customers to resolve any reasonable TCS conflict!