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**Standard Terms and Conditions of Sale
Last updated 9/26/2024**

These Terms and Conditions (“Terms and Conditions” or “Agreement”) apply to all sales of products (“Products”) from PDi Communication Systems, Inc. (“PDi” or “Seller”) to Buyer.

1. ACCEPTANCE AND CANCELLATION OF ORDERS.

Each order for Products is subject to acceptance in writing by a duly authorized agent of Seller; any written acknowledgement of receipt of an order shall not, in and of itself, constitute such acceptance. Orders accepted by Seller may be canceled by Buyer only upon written consent of Seller. In the event of Buyer’s cancellation or other withdrawal of an order for any reason and without limiting any other remedy which Seller may have as a result of such cancellation or other withdrawal, Buyer shall pay Seller reasonable cancellation or restocking charges, which shall include all costs incurred by Seller in fulfilling the order. Orders for items identified as non-cancelable and non-returnable (NCNR) or defined as Buyer-specific Products will be identified and agreed to by Buyer at the time of order placement. Orders for such Products may not be cancelled by Buyer.

2. SHIPPING AND DELIVERY

All prices quoted and Products shipped are F.O.B. Seller’s facility (or in the definition of International Commercial Terms - INCOTERMS 2010; EXW (Ex Works), Seller’s facility). Freight quotes are estimated for budgeting purposes only and are subject to change. Quotations are valid for 30 days only. Title to and risk of loss of all Products shall pass upon Seller’s delivery to carrier for shipment to Buyer. Unless otherwise agreed by Seller in writing, Buyer shall pay all freight, handling, delivery and insurance charges for shipment of Products. If Buyer’s parcel and/or freight collect account is not valid or accepted by the carrier at the time of shipment or delivery, Buyer will be invoiced for all delivery charges and any fees incurred by the Seller. Choice of carrier and shipping method and route shall be at the election of Seller unless expressly designated in writing. Seller shall not be liable for delays in delivery of or failure to perform due to causes beyond the reasonable control of Seller. Such causes shall include, without limitation, acts of God, acts or omissions of Buyer or civil or military authorities, fires, strikes, epidemics, quarantine restrictions, man-made or natural disasters, market constraints, and/or transportation delays. The contractual date of delivery, if any, shall be extended for a period equal to the time lost as a consequence of such delay without penalty to Seller. In its sole discretion, Seller may allocate, defer, delay or cancel the shipment of any Products which are in short supply. Seller shall be entitled to refuse or to delay shipments upon failure by Buyer to pay promptly any payments due Seller, whether on this or any other contract between Seller and Buyer.

3. TERMS OF PAYMENT

- (a) PDi standard terms are 100% (one hundred percent) payment due prior to shipment. Alternate payment terms are solely at the discretion of PDi and may require a credit application and approval and/or an established history of timely payment.
- (b) Under no circumstances will Buyer be entitled to withhold or suspend payment or deduct from or offset the amounts due hereunder.
- (c) Accounts with an overdue balance may be suspended and/or deleted. If an account is deactivated due to non-payment the account in question will only be reactivated once payment for the outstanding balance has been received in full. PDi reserves the right to keep an account deactivated until funds paid have cleared. Buyer will remain liable to pay for any Products already shipped.
- (d) All payments must be made in the currency billed on the original invoice.
- (e) Credit cards accepted include major credit cards, purchase cards, and major bank debit cards including MasterCard, VISA, and American Express. Credit Card billing information must be verified on new Buyers prior to shipment of order. Payments made by credit card are subject to a 3% convenience fee.

4. INSPECTION PERIODS

When PDi’s Products arrive, Buyer is responsible for noting of damages to the packaging of the Products with the carrier. If damages are not noted with the carrier, PDi shall not be liable for any claim or expense that arises from damages that occur during transit. All packaging material (of damaged Products) should be retained and preserved for carrier inspection

purposes. Buyer shall notify PDi within 7 business days of any other non-conformity including: missing components or elements, peripherals or pieces or non-conforming components or elements, peripherals, or pieces. After such time has lapsed, Buyer agrees that their order has been accepted and PDi shall not be responsible for any further obligation to provide conforming or replacement components except as provided by the terms contained in PDi's warranty.

5. RETURNS

Returns are at the discretion of Seller and are normally accepted when completed within 30 days of the ship date and are subject to a restocking fee. If Seller agrees to accept a return, return freight charges must be prepaid by Buyer. Seller will not accept COD shipments. All items must be in the original packaging and in resalable condition. No Return will be accepted without prior "Return Material Authorization Number" (RMA #) from Seller with Buyer giving the reason for a return. Buyer must contact an Inside Sales Representative for a Return Materials Authorization Number and addressing instructions prior to returning product. Products must be returned as directed by Seller and be in their original packaging. Returns of Products packaged in electrostatic packaging will not be accepted if electrostatic packaging has been opened. Any ESD sensitive product returned that has not been handled properly will not be eligible for credit. The foregoing statements concerning Returns do not apply to NON-CANCELABLE/NON-RETURNABLE PRODUCTS. (See the NON-CANCELABLE/NON-RETURNABLE PRODUCTS section in these Terms and Conditions.) Installation, training, shipping, freight, client-specific setup costs and any custom services are also non-refundable.

6. NON-CANCELABLE/NON-RETURNABLE PRODUCTS

Seller may designate a product as "NC/NR" (Non-Cancelable and Non-Returnable). Notwithstanding any provision of this Agreement to the contrary, orders for special, custom, value-added and other non-standard Products, including Products to be assembled in kit form, Products of manufacturers which do not appear on Seller's price list, works-in-process, and Products otherwise identified by Seller as "NC/NR" Products". Buyer hereby acknowledges that NC/NR Products are both non-cancelable and non-returnable and further acknowledges and agrees to the following:

- (a) Orders for NCNR Products cannot be cancelled;
- (b) Changes cannot be made to the schedule for such orders without prior written approval by Seller;
- (c) No release dates can be scheduled beyond one year from the original date of a Purchase Order for NC/NR Products;
- (d) NC/NR Products cannot be returned to Seller (unless defective, and then pursuant ONLY to applicable procedures and warranties, if any);
- (f) Buyer accepts full responsibility for payment of any invoice(s) issued by Seller concerning the NC/NR Products, including for any NC/NR Products that are forecasted, ordered, received, or inventoried by Seller, and acknowledges that Seller is entitled to demand full payment from Buyer.
- (g) Seller may waive the above obligations under this Agreement concerning NC/NR Products, in Seller's sole discretion, if Seller can sell at a comparable price the full quantity of the NC/NR Products to third parties at the time Buyer requests such waiver.
- (h) Seller reserves the right to charge a restocking fee to Buyer on any such NC/NR Products.

7. TAXES

Seller's prices do not include sales, use, excise or similar taxes ("Taxes"). Invoices shall not include any Taxes for which Buyer has furnished an exemption certificate. If Seller receives a refund of any Taxes attributable to Buyer, Seller will promptly credit such amount to Buyer. If Seller receives notice of any additional Taxes applicable to this Agreement, Seller shall promptly notify Buyer, who shall be obligated to pay such additional Taxes.

8. WARRANTY

PDi warrants its title to the Products sold by it. In addition, PDi warrants the Products are free of manufacturing defects and are in conformity with applicable specifications and descriptions set out in the printed publications of PDi to the extent set forth in PDi's separate Limited Warranty Document which can be found at <https://www.pdiarm.com/warranty>. No claims will be accepted unless the facts giving rise to it are discovered within the period of the printed warranty for each product. This warranty does not include damage to the Products resulting from accident or misuse.

EXCEPT AS EXPRESSLY STATED ABOVE, ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IN RELATION TO ANY IMPLIED WARRANTY OR

MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PRODUCTS AND THE MATERIALS AND COMPONENTS USED ARE HEREBY EXCLUDED, AND PDI WILL NOT BE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR ANY LOSS, DAMAGE, EXPENSE OR INJURY OF ANY KIND WHATSOEVER, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS SOLD OR ANY DEFECT IN THEM OR FROM ANY OTHER CAUSE, WHETHER OR NOT ANY SUCH MATTER AMOUNTS TO A FUNDAMENTAL BREACH OF A FUNDAMENTAL TERM OF THE CONTRACT.

9. INSTALLATION

Unless installation services have been explicitly purchased by Buyer from Seller, Buyer shall be solely responsible for the installation and operation of the Products covered hereby, including without limitation the obtaining of all permits, licenses or certificates required for the installation of such Products. Seller may provide Buyer with a quote to provide installation services for the Products being purchased by Buyer. This quote will set forth the installation services to be provided by Seller, purchase price, payment terms, installation schedule and location(s), and any other relevant terms. If Buyer chooses to purchase installation services from Seller on the terms set forth in Seller's quote, Buyer will submit an order to Seller for these installation services. Each order for installation services is subject to acceptance in writing by a duly authorized agent of Seller. Seller may subcontract its installation services. Once accepted by Seller, the installation services orders are noncancelable by Buyer. Buyer agrees to take all action necessary to provide Seller with access to the installation location(s).

10. INSURANCE.

Seller shall maintain throughout the performance of this contract or any related Purchase Order, general third-party legal liability insurance, product/Products liability insurance, worker's compensation and automobile insurance having limits consistent with industry standards or statutory requirements and determined by Seller to be reasonable and necessary or as required by law. Seller does not name Buyer or Buyer's Buyers as "Additional Insured" nor provide a "Waiver of subrogation in favor of Buyer or Buyer's Buyer.

11. TECHNICAL INFORMATION AND DATA.

Any technical information or data offered by Seller in connection with the sale of Products is an accommodation to Buyer without charge and Buyer waives any claim against Seller and releases Seller from any and all liability arising from Buyer's reliance upon such technical information and data. Without Seller's prior written consent, Buyer shall not transfer, duplicate or disclose to any third party any technical information or data offered by Seller in conjunction with the sale of Products to Buyer.

12. SOFTWARE.

All computer software, if any, delivered by Seller to Buyer is licensed pursuant to separate licensing agreement or other arrangements. Buyer acknowledges receipt of a separate agreement pursuant to which software delivered to Buyer is licensed. Buyer agrees that this separate licensing agreement governs all maintenance, support, infringement, warranty and other claims relating to software delivered to Buyer with the Products.

13. DEFAULT.

In the event of any default by Buyer, Buyer shall pay all costs incurred by Seller in enforcing these Terms and Conditions, including without limitation, Seller's actual costs of collecting any payments due Seller including attorneys' fees and costs. The waiver by Seller of any breach hereof or default in any payment shall not be deemed to constitute a waiver of any other breach or default. In the event of default, Seller shall have all remedies provided under the Uniform Commercial Code which shall be cumulative with one another and with any other remedies which Seller may have at law, in equity, under any agreement of any type or otherwise.

The exercise or failure to exercise any remedy shall not preclude the exercise of that remedy at another time or any other remedy at any time. No action, regardless of form, arising out of, or in any way connected with, the Products furnished or services rendered by Seller, may be brought by Buyer more than one year after a cause of action accrues and two years after a claim under the PDi warranty accrues.

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14. **LIMITATION OF LIABILITY.** To the extent allowed by law, Buyer shall be responsible for all liability, injury to persons or property, damages, claims, and expenses arising from use of the Products which are attributable to the negligent actions or misconduct of Buyer. Seller shall be responsible only for liability, whether injury to persons or property, damages, claims, and expenses arising from use of the Products which are caused by the negligent actions, or misconduct of Seller. The foregoing notwithstanding, in no event shall PDi (or any of its suppliers) be liable to Buyer or any user of the Products, or any portion thereof, or any other third party for ANY INDIRECT, INCIDENTAL, LOSS OF PROFIT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR EXEMPLARY OR PUNITIVE DAMAGES SUFFERED BY BUYER, INCLUDING INTEREST CHARGES, for any matter arising out of or otherwise relating to this Agreement or related purchase order, whether such liability is asserted on the basis of contract, tort or otherwise, even if Buyer asserts that PDi knew, or reasonably should have known, the possibility of such damages on the date of this Agreement. In no event shall PDi's total aggregate liability hereunder exceed the costs actually paid by Buyer to PDi under this Agreement.
15. **INDEMNIFICATION.** Buyer acknowledges that PDi is providing the Products to Buyer for Buyer's use, and that PDi has no control over how the Products are used. Buyer hereby agrees to indemnify, defend and hold harmless PDi and its officers, directors, employees, agents and contractors (collectively, "Indemnified Parties") from and against any and all third-party claims, demands, losses, liabilities, damages, suits, actions, attorneys' fees and costs (collectively, "Claims") that any of the Indemnified Parties incur or suffer arising out of or otherwise relating to (i) Buyer's breach of any of these Terms and Conditions; (ii) Buyer's use or inability to use any of the Products purchased under these Terms and Conditions; (iii) any personal injury or property damage caused directly or indirectly by Buyer's use or misuse of the Products purchased under these Terms and Conditions; (iv) Buyer's use of the Products in violation of any federal, state, country, local or municipal law, rule, regulation, ordinance or similar edict; or (v) Buyer's negligence, strict liability, or intentional misconduct.
16. **INTEGRATION AND ASSIGNMENT.**
This Agreement sets forth the sole and entire agreement between Buyer and Seller with regard to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements between them regarding the same. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. No modification of this Agreement whatsoever shall be enforceable unless reduced to writing and signed by both Seller and Buyer. No affirmation, representation or warranty made by any agent, employee or representative of Seller shall be enforceable against Seller unless such affirmation, representation or warranty is reduced to writing, signed by Buyer and Seller, and expressly incorporated into these Terms and Conditions. Any assignment of this Agreement or any rights hereunder by Buyer shall be void without Seller's prior written consent.
17. **BUYER'S TERMS AND CONDITIONS.**
Seller desires to provide its Buyers with prompt and efficient service. Accordingly, Products are sold solely and exclusively under the Terms and Conditions stated herein. Any different, conflicting or additional terms or conditions of sale expressed in the Buyer purchase orders, invoice, confirmations or other buyer-generated documents ("Buyer Documents") whether heretofore or hereafter submitted are expressly rejected by Seller, and all different, conflicting or additional terms or conditions expressed in any Buyer Documents are hereby deemed to be material alterations of these Terms and Conditions and notice of objection to and rejection of such terms is hereby given. Seller's performance of any contract of sale with Buyer is expressly conditional on Buyer's acceptance of these Terms and Conditions, unless otherwise specifically agreed in writing by Seller. In the absence of such agreement, commencement of performance and/or delivery of Products shall be for Buyer's convenience only and shall not be deemed or construed to be acceptance of terms and conditions expressed in any Buyer Documents. Buyer's acceptance of Products or services from Seller shall be conclusively deemed acceptance of these Terms and Conditions of Sale.
18. **REVERSE ENGINEERING.**
PDi is the owner or authorized licensee of all intellectual property associated with its Products and services. Buyer agrees that It will not reverse engineer, decompile, translate, disassemble, make copies, make media translations, modify, adapt, create derivative works, merge, separate or make any attempt to discover the source code of any part of PDi's Products or software. No unauthorized application, code, script, or 3rd party software can be installed on network-connected systems.



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PDi systems cannot be modified (hardware or software) which may pose a risk to the overall stability of the network. Unauthorized login into the device or any attempt to hack or to seize the core administrative rights to the devices will void its warranty immediately and constitute a breach of these Terms and Conditions by Buyer.

19. GOVERNMENT PRIME CONTRACTS.

If Buyer's Order indicates that it is placed under a government contract, all Federal Laws and regulations relating to such contract shall apply and be in effect, including such portions of the Federal Acquisition Regulations (FAR) or applicable supplement as may be relevant to this Order. If this Order is under a covered government contract, Seller certifies, to the best of its knowledge and belief, that neither Seller nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Certain flow down FAR clauses or applicable supplements in an Order may not be applicable to specific Orders due to the dollar thresholds or other requirements as stated in the prescribed clause of the FAR or applicable supplemental flow downs. Clauses that are not applicable shall not be removed from an Order reference and will be considered by all Parties to be without force and effect. For certain clauses, Buyer must provide applicable language describing the circumstances under which the clauses apply to the Order.

20. GENERAL.

This Agreement and performance by the parties here under shall be construed in accordance with the internal laws (excluding the laws relating to conflicts) of the State of Ohio including the provisions of the Ohio Uniform Commercial Code. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Products, 1980, or any successor thereto to this Agreement. Each party consents and submits to the jurisdiction of the state and federal courts of the State of Ohio for the purpose of enforcing provisions of this Agreement. All agreements, covenants, conditions and provisions contained herein shall apply to and bind the permitted assignees and successors in interest of Buyer. If any provisions or portion of this Agreement is held to be invalid, illegal, unconscionable or unenforceable, the other provisions and portions hereof shall not be affected. Buyer warrants and represents that all Products purchased from Seller shall be used for exclusively business or commercial purposes and not for consumer, i.e., Buyer's personal, family or household, purposes.