

**STANDARD TERMS AND CONDITIONS AGREEMENT**

Acceptance: Notwithstanding any inconsistent or additional terms, which may be contained in any purchase order or any of the buyer's other forms or documents, Datalux Corporation's customer acknowledgement as an acceptance is expressly conditioned upon buyer's agreement to the terms and conditions herein.

The terms and conditions, warranties, and provisions contained herein are applicable only to individuals and entities that have purchased directly from Datalux Corporation. If your Datalux product was purchased from someone other than Datalux such as a distributor or reseller/OEM, you should look to that company for the applicable terms and conditions, warranties, and other provisions.

**1. INSPECTION OF PRODUCT UPON RECEIPT.** Product must be examined immediately upon delivery, and if any packages are damaged or missing, Buyer must immediately give written notice to the carrier. In the event that any Product or a portion thereof is missing or defective, Buyer must notify Datalux Customer Support within thirty (30) days from the date of shipment of Product, otherwise the Products will be deemed to have been accepted by Buyer. Any notice of rejection must also specify the reason(s) why the product is being rejected.

**2. PRICES; TAXES.** The price of the Product is stated on the invoice that accompanies the Product. Prices and configurations are subject to change without notice or obligation. Unless otherwise specified in writing all prices are FOB point of origin. Prices do not include any existing or future taxes, tariffs, fees, duties, or customs charges applicable to the Product sold under this agreement. Buyer shall pay any sales, use, excise or similar tax attributable to the sale of the goods covered hereby, or shall provide Seller with tax exemption certificates acceptable to the taxing authorities. Prices also do not include freight, insurance and other expenses that are the responsibility of Buyer under this Agreement.

**3. TERMS OF PAYMENT.** Payment to Datalux shall be made in the currency invoiced (a) in immediately available funds; (b) by an irrevocable letter of credit issued or confirmed by a bank approved by Datalux and under terms and conditions acceptable to Datalux; (c) on their credit terms acceptable to Datalux. Letters of Credit shall permit transshipment, partial shipment and partial payment. All collection costs shall be borne by Buyer. Until payment has been received by Datalux, or satisfactory payment terms agreed to Datalux, Buyer's order shall not be scheduled for production of shipment, and Buyer's delay in arranging payment or payment terms will delay the shipment date.

**4. INTEREST.** Datalux reserves the right to charge interest on any overdue balance in respect to Product supplied by Datalux at such rates as may be fixed by Datalux from time to time, which shall not in any event exceed the maximum allowed by law.

**5. TITLE, DELIVERY & TRANSPORTATION.** All goods shipped are FOB point of origin. Risk of loss of all goods shall pass upon Seller's delivery of goods to carrier. Buyer shall pay all freight, handling, delivery, special packing and insurance charges for shipment of goods. Choice of carrier and shipping method and route shall be at election of Datalux. All ship dates are approximate and Datalux shall not be liable to Buyer for failure to ship within a specified time.

**6. COPYRIGHTS AND TRADEMARKS.** Datalux Corporation is the sole and exclusive owner of the name "Datalux Corporation" including any abbreviations thereof and of any and all Datalux trademarks and trade names, trade logos and trade dress appearing on, affixed to or described in the Products (collectively the "Trademarks"). Buyer acquires no rights to the Trademarks hereunder.

**7. SOFTWARE.** Buyer acknowledges that the Products may include Datalux or third party software products (the "Programs"). Buyer agrees to comply with the terms and conditions of any applicable end-user license agreements, and in all cases where Programs have been pre-loaded on the Products. Buyer accepts the terms and conditions of the end-user license agreements by turning the system on.

**8. GOVERNING LAW AND LANGUAGE.** The laws of the State of Virginia shall govern this Agreement without giving effect to the conflict of laws, rules thereof. The United Nations Convention on Contracts for International Sale of Goods shall not apply to this Agreement in any respect. This Agreement is in the English language only, which shall be controlling in all respects.

**9. APPLICABLE FORUM.** Any claim action arising hereunder shall be brought solely and exclusively in a court of competent jurisdiction located in the Commonwealth of Virginia. The parties hereto waive all objections and defenses to the jurisdiction and venue of such courts, including but not limited to *forum non conveniens*.

**10. COMPLIANCE WITH LAWS AND REGULATIONS.** Buyer shall at all times comply with all applicable laws, rules and regulations of the United States and of the Territory. In particular, Buyer agrees to comply with export laws and regulations of the Governments of the United States and the Territory, and to obtain any licenses required for export or re-export. Buyer agrees (i) not to re-export any Products, including Programs, or any direct products thereof without first obtaining Datalux approval and, if required, the permission of the U.S. Department of Commerce or State, either in writing or as provided by an applicable regulation or (ii) not to transact business with any person or firm identified by the U.S. Departments of Commerce or Treasury as being denied the right to receive any U.S. product.

**11. LIMITATION OF LIABILITY.** Any liability of Datalux under this Agreement is expressly limited to the price paid by Buyer for the Products that are the subject of a dispute or controversy. Buyer's sole remedy against Datalux in any dispute or controversy concerning this Agreement shall be to seek recovery of the foregoing amount, upon the payment of which Datalux shall be released from and discharged of all further obligations and liability to Buyer. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR ECONOMIC LOSS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

**12. FORCE MAJEURE.** Datalux shall not be responsible for any failure to perform due to causes beyond its control, including and without limitation fires; floods; earthquake; explosions; accidents; acts of public enemy; wars; rebellions; insurrections; sabotage; epidemics; quarantine restrictions; labor disputes; labor shortages; transportation embargoes or failures or delays in transportation; inability to secure raw materials or machinery for the manufacture of its products; acts of God; acts of any government or any agency thereof (including denials or onerous restrictions on required export licenses) and judicial actions.

**13. GENERAL PROVISIONS.** This Agreement may not be assigned by Buyer without the prior written consent of Datalux. If any provision of this Agreement shall be declared void, invalid, or illegal, the validity or legality of any other provision and of the entire Agreement shall not be affected thereby. The parties shall negotiate in good faith to replace any such invalid or illegal provision with a valid and legal substitute provision that is as similar to the original as possible. No modification of this Agreement shall be binding upon the parties hereto, or either of them, unless such modification shall be in writing and signed by a duly authorized representative of both parties. The relationship between Datalux and Buyer under this Agreement is that of seller and buyer. Buyer shall be deemed at all times to be an independent contractor and nothing contained herein shall be deemed to create the relationship of employer and employee, franchisee, master or servant, partnership, joint venture or similar relationship between the parties hereto. As an independent contractor, Buyer shall not have any right or authority to create any obligation of any kind, express or implied, in the name of or on account of Datalux or to hold itself out as an authorized distributor of Datalux.

**14. WARRANTIES; DISCLAIMER OF WARRANTIES.** *The following warranties for the products are in lieu of all other conditions or warranties, whether express, implied or statutory, including but not limited to any implied conditions or warranties of merchantability or fitness for a particular purpose and of any other condition or warranty obligation on the part of Datalux or its licensors, which are hereby disclaimed.*

**Limited Warranty**

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty."

New Products carry the following limited warranty term, which begins when the product is shipped from Datalux:

- TRACER all-in-one computer, TRACER keyboard and Datalux mounting systems – Three (3) years
- IPIX all-in-one computer systems (purchased after March 1, 2007) - Three (3) years
- PowerPack sealed lead acid battery systems - One (1) Year
- VideoDataBrick and Databrick Computer Systems - One (1) Year
- LCD Monitors - One (1) Year
- Space Saver Keyboards - One (1) Year
- Batteries (internal) for any product – One (1) year for new product; Ninety (90) days for replacements.

Warranties on computer systems (TRACER, IPIX, VideoDataBrick and DataBrick Computers includes standard internal options and upgrades (e.g., memory, hard drives, touch screens, wireless cards).

### Limited Extended Warranty

Datalux may offer an extended warranty for purchase for specific products, usages, and under specific terms. Datalux provides an extended warranty for specific products as negotiated by Datalux or authorized Datalux representative. In some instances an extended warranty may be purchased under these terms and conditions:

Datalux warrants to the original purchaser that this hardware, excluding items such as software, disks and related documentation, will be free from defects in material and/or workmanship during the warranty period which begins on the date of shipment by Datalux to Buyer. During the warranty period, Datalux will correct any defects in material or workmanship, or any failure of the hardware system to conform to specification, at no charge for in-house labor and materials. Shipping costs must be prepaid by the Buyer, and Datalux will be responsible for returning the product to the customer at the original purchase location. Any replacement parts/products shall be new or serviceably used, and are warranted for the remainder of the original warranty or ninety (90) days from the date of shipment, whichever is longer. This warranty period is not extended as a result of purchasing any additional parts/products from us or upgrading your Datalux computer.

Buyer must promptly notify Datalux in writing (email and fax communication is acceptable) if there is a defect in material or workmanship. Written notice in all events must be received by Datalux before expiration of the warranty period. This warranty is not transferable. Any warranty (and warranty service) to third parties, including end-users, shall be the responsibility of the Buyer. Buyer shall not make any representation, guarantee or warranty on behalf of Datalux or its licensors to any third party or end-users. This warranty may be superseded by individual product/contract warranty.

This limited warranty has specific exclusions, as shown in this document under the heading "What is NOT covered by the Limited Warranty or Limited Extended Warranty."

The cost, terms and conditions of sale for extended warranty purchases are determined by the sales representative or other authorized Datalux representative. Extended warranty terms must be negotiated prior to ordering/receiving the products, which will be covered by the warranty, and the covered product must be identified by serial number. Extended warranties are not offered after the product has shipped from Datalux.

### What is NOT covered by the Limited Warranty or Limited Extended Warranty?

The following are specifically excluded and not covered by the Datalux Limited Warranty or Extended Warranty:

- Product purchased from anyone other than Datalux or an authorized Datalux reseller.
- Software products other than those which are clearly marked by Datalux
- Routine cleaning, or normal cosmetic and/or mechanical wear
- Damage from misuse, abuse or neglect
- Damage from use outside the product's usage or storage parameters
- Damage from use of parts not manufactured or sold by Datalux
- Damage from modification or incorporation into other products
- Damage from repair or replacement of warranted parts other than by Datalux
- Damage to or loss of any programs, data or removable storage media
- Damage as a result of improper installation
- Third party products purchased through or outside of Datalux
- Some Datalux products include wireless network client devices. These products are provided by other manufacturers and typically adhere to various wireless network standards (e.g., IEEE 802.11a/b/g) as documented in the Product specifications. Some wireless networks utilize modifications to these standards that may require vendor-specific products for compatibility. It is the responsibility of the Buyer to verify that the wireless client will be compatible with the Buyer's wireless network and Datalux cannot in any way guarantee this compatibility.

### Out of Warranty Service

Products that fail after the warranty period will continue to be serviced by Datalux Customer Support on a best-effort basis at the expense of the customer. Older products will continue to be repaired for as long as components are available and as long as it is practically reasonable to perform repairs.

Before returning any out-of-warranty product for repair, contact Datalux Customer Support at (888) 811-0605, 800-DATALUX or (540) 662-1500 for current labor rates and fees and to obtain a Return Material Authorization (RMA) number. Diagnostic fees and estimated repair costs are quoted on an individual basis for each product. Depending on the circumstances, rush service for a premium may be available.

For products not purchased directly from Datalux, contact your Datalux reseller. For authorized international distributors and service centers, please see the latest information on the Datalux website ([www.datalux.com](http://www.datalux.com)).

### Customer Service and Technical Support

There are several ways to get help should a problem arise with your Datalux product. Most problems can be solved by visiting the Technical Support section on our website, [www.datalux.com](http://www.datalux.com), or by phone. For products not purchased directly from Datalux, the customer is recommended to first call their reseller or distributor.

1. TROUBLESHOOTING BY TELEPHONE. Technical problems handled over the phone by calling 1-888-811-0605. Our normal business hours are from 8:30 AM to 5:00 PM Eastern Standard Time, Monday through Friday, excluding holidays. Under normal circumstances, Datalux customers will not be relegated to voice mail during business hours. Voice mail requests made after hours will be answered within two (2) hours after the start of the next business day in the time zone from which the request came. There is no charge for telephone product support.
2. TROUBLESHOOTING FROM THE DATALUX WEBSITE. The Datalux website provides information that may be useful in resolving technical problems. [www.datalux.com](http://www.datalux.com) can be used for the most up-to-date service contact information, downloads and instructions, and an online form for requesting RMAs.
3. TROUBLESHOOTING BY EMAIL. Technical problems can be addressed by email by forwarding your question to [support@datalux.com](mailto:support@datalux.com). To receive an RMA number, please send an inquiry to [rma@datalux.com](mailto:rma@datalux.com). The Datalux Customer Service will make every effort to respond within one (1) business day.

### Returning a Product to Datalux

Datalux wishes to serve you with the most efficient and thorough repair services possible. In order to do this we must request that you follow these few simple guidelines when returning equipment under warranty, for repair or when returning demonstration/evaluation equipment:

If your Datalux product was purchased from a distributor or reseller/OEM, first call the company which sold the product to you. Repairs will be handled through this second party unless special arrangements have been established. If you purchased the product directly from Datalux, request an RMA (Return Materials Authorization) using one of these methods:

- 1) Online RMA request form at [www.datalux.com](http://www.datalux.com) (recommended);
- 2) Fax an RMA request to (540) 723-4602, using a Datalux RMA request form available upon request;
- 3) Email to [rma@datalux.com](mailto:rma@datalux.com) including all fields listed on the Datalux RMA request form;
- 4) Call (888) 811-0605 or (540) 662-1500 for RMA requests if web or fax access is unavailable.

Information needed for an RMA: model and serial number, contact info, return address, problem statement.

If you call or email to request an RMA, an RMA form will be faxed or emailed to you. The form should be completed and faxed to (540) 723-4602 or emailed to [rma@datalux.com](mailto:rma@datalux.com).

- Datalux will assign an RMA number to your request and provide the RMA number by email or fax. The RMA number is only good for the serial numbered items on the request.
- Keep your RMA request copy. You will need the RMA number to check the status of your repair.
- Mark the outside of your package with the RMA number. Returns without RMA numbers may be subject to delayed service. Please address each box accordingly:

Datalux Corporation  
RMA# \_\_\_\_\_, Box \_\_\_ of \_\_\_  
155 Aviation Drive  
Winchester, VA 22602

Use original shipping materials, designed specifically for Datalux products, when returning your merchandise. If these are not available, Datalux can provide these for you at a reasonable charge to cover the box, packing material and shipping. Protect your investment and pack the product very carefully, making sure that it will not be damaged during shipment. Contact your local shipper regarding insurance coverage. Datalux recommends insuring your shipment as Datalux is not responsible for damage of received goods during shipping.

In order to ensure that your product is properly serviced and promptly returned:

- Make certain that the product is clearly identified with the RMA number on both the label and packaging.
- Check that the product model and serial number match those on the assigned RMA.
- Do not include additional Products with your RMA. Contact Datalux before returning additional products.

Parts may not be available for older products and such products will be returned to the customer without being repaired. Equipment not covered under warranty will be returned after 90 days if quoted repair costs are not approved by the customer. When equipment is returned without being repaired, a minimum labor charge to cover diagnosis and shipping may still apply.