

ADVANCED WIRELESS SYSTEMS TERMS & CONDITIONS

ORDERING INFORMATION

For best results in sending an order to Advanced Wireless Systems by IDEAL®:

1. **EMAIL** the order to orders@audacitywireless.com
2. **CALL** AWS Customer Service: at 1-800-273-9989
3. For **EDI SETUP** call 1-800-273-9989 or 1-800-783-2313

AWS ORDERS WILL BE SHIPPED FROM THE IDEAL WAREHOUSE

Our warehouse is located in: Sycamore, IL, 60178

FOR SERVICE ON YOUR ORDER

Call Customer Service at 1-800-273-9989

Monday - Friday 8 a.m. - 5:00 p.m. (CST)

FOR TECHNICAL SUPPORT

Call 1-800-273-9989

TERMS AND POLICY

Payment Terms

1. **AWS by IDEAL must be assigned a separate Vendor ID in Distributor systems than that of the Vendor ID for IDEAL Electrical. These are separate transactional divisions of IDEAL INDUSTRIES, INC.**
2. Standard terms for AWS by IDEAL are NET 30.
 - a. The full invoice amount is due 30 days after invoice issue date.
 - b. There are no discount terms offered.
 - c. DO NOT submit payments for AWS Purchases to a buying group such as IMARK or AD

Remit AWS by IDEAL invoice payments directly to:

Advanced Wireless Systems by IDEAL
PO Box 92803 Chicago, IL 60675-2803

Order Policy

1. **Purchase Orders for AWS by IDEAL products must be entered under a separate Vendor ID in Distributor systems than that of the Vendor ID for IDEAL Electrical. These are separate transactional divisions of IDEAL INDUSTRIES, INC.**
2. **Do not submit Purchase Orders entered using a Vendor ID for IDEAL Electrical**
3. \$125 Minimum Purchase Order
4. Free Best Way Ground Freight on single release orders greater than \$5,000 shipping anywhere in the 48 contiguous United States (See Freight Allowance Policy)
5. Drop ships are allowed at no additional cost

Order Cancellation Policy

Orders in excess of \$50,000 will be subject up to a 25% cancellation fee if canceled after 10 business days of Purchase Order acknowledgment. Cancellation fee terms will be determined by the factory according to the individual facts in each case.

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Freight Allowance Policy

Freight will be allowed on shipments, within the 48 contiguous states, on all AWS by IDEAL® products when total shipment is >\$5,000 net at Quoted Material Cost. (For Alaska and Hawaii, freight will be allowed on shipments on all AWS by IDEAL products when total shipment is >\$10,000 net at Quoted Material Cost or over.) When distributors request special routing or handling, any additional transportation charges over cheapest routing will be added to the invoice. All orders under \$5000 (under \$10,000 for Alaska and Hawaii) will be shipped best way Ground Freight Prepaid and added to invoice or collected when given 3rd party accounts.

GENERAL TERMS

1. All prices are subject to change without notice.
2. All prices are F.O.B. shipping point, except as shown under "Freight Allowance Policy."
3. A minimum charge of \$125.00 is the standard distributor net billing for AWS by IDEAL.
4. Modifications to orders in process are not allowed without prior approval from AWS Customer Service. Additions must be processed as new orders and meet new order requirements and subtractions must go through the return process.
5. Claims for shortages must be made in writing within 30 days of receipt of the shipment. Shortage claims not reported within this time period will be deemed waived.
6. Special Orders (orders for non-inventoried SKU's or customer requested colors or personalization), are non-cancellable after acceptance of orders by AWS by IDEAL. We reserve the right to ship and invoice Special Orders with a quantity variance of plus or minus 10%.
7. Correct prices and terms on AWS by IDEAL products are a matter of Quote record with our Distributors. Therefore, in accepting orders, AWS by IDEAL does so with the understanding and agreement that material will be billed at the correct prices, terms and discounts, even though incorrect prices, terms and discounts may be shown on the Distributor's purchase order.
8. All Prices are exclusive of local, provincial, or government taxes (including VAT) which are the responsibility of the Distributor/Customer.
9. An order may be placed on a hold-for-release basis. Prices are firm for 3 months from date of order acceptance by AWS by IDEAL. The price of all hold-for-release orders not released for immediate shipment within 3 months from the date of order acceptance will be increased by up to 10% over the initial order price to cover increased cost of labor and material. All hold-for-release orders not released for immediate shipment within 6 months from the date of order acceptance may be canceled by AWS by IDEAL and subject up to a 25% cancellation charge based on the price of the order.
10. AWS by IDEAL reserves the right to discontinue the manufacture or sale of any product ("Supplier Product") at any time or to alter, modify or redesign the Supplier Products.
11. Customer credit approval is required prior to the shipment of any orders. If AWS by IDEAL determines at any time that the Customer's financial condition does not justify the extension of credit to the Customer, then it may at its option require cash payments in advance or other satisfactory security prior to delivery.
12. Customers shall use IDEAL trademarks, logos or other identifiers in accordance with IDEAL Corporate ID Guidelines available upon request of Customer at contactus@audacywireless.com.

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Returned Goods Policy

All return requests must be directed to the local AWS by IDEAL® Sales Agent, who must obtain written factory approval from AWS by IDEAL. Terms for returns will be determined by the factory according to the individual facts in each case. AWS by IDEAL reserves the right to subject any return to a restocking charge of up to 25%. All returns require written approval by AWS by IDEAL Sales Management. Unauthorized returns will not be accepted.

Product returns, excluding warranty, defect, or repair issues, will be accepted by AWS by IDEAL under the following conditions:

1. Product returns must be accompanied by the original, signed AWS by IDEAL Return Authorization form obtained from local AWS Sales Agents or Customer Service.
2. Product returns may be sent no more frequently than one every 90 days.
3. Returns for products that have been obsolete for more than a year are not accepted.
4. Returns for products that have been installed into service or are not accompanied by a signed AWS by IDEAL Return Authorization form will not be accepted or credited, and will be returned. Distributors are responsible for return shipping of such goods.
5. Products that have been authorized for return must be in resalable condition and in their original packaging.
6. Products that require re-packaging are subject to a restocking fee of up to 25% (e.g., products that are dirty, crushed, torn, bent, stickered, etc.).
7. Only prepaid product return shipments will be accepted by AWS by IDEAL.
8. Returns must be made to the original point-of-purchase/seller. AWS by IDEAL authorized channel partners will not accept product returns purchased from non-authorized sources.
9. For warranty claims or returns, please see Warranty section on following page.

ADVANCED WIRELESS SYSTEMS LIMITED WARRANTY

IDEAL INDUSTRIES, INC. ("IDEAL") warrants this Product to the original purchaser (or a subsequent purchaser, if required by applicable laws) in the United States and Canada to be free from defects in material and workmanship for a period of five (5) years from date of purchase (factory installed non-replaceable batteries on Product are warranted for a period of twenty-five (25) years from date of purchase). A defective Product will be replaced, free of charge, with the same Product or a functionally equivalent Product. Warranty is limited to replacement only (unless required under applicable laws); repairs are not offered under this warranty. For warranty replacement service, return the product to the distributor from where it was purchased or call AWS customer service at 1-800-273-9989.

Except as required by applicable laws, warranty does not cover labor and equipment required to remove or reinstall original or replacement parts. Warranty excludes defects caused by abuse, misuse, mishandling, dropping, unauthorized repair, improper installation (including installation other than in accordance with manufacturer's instructions or applicable laws, codes or standards), negligence by purchaser or end user, alterations, accidents, ordinary wear and tear, external causes or any other occurrences beyond the reasonable control of IDEAL. Warranty does not cover replaceable component parts or replaceable batteries on product.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL IDEAL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, OR DAMAGES FOR LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY OR OPPORTUNITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

This warranty constitutes the sole and exclusive remedy of the purchaser (or a subsequent purchaser if required under applicable laws) and the exclusive liability of IDEAL, and is in lieu of any and all other representations, warranties and conditions and IDEAL expressly disclaims all other representations, warranties and conditions, implied, statutory or collateral as to merchantability, fitness for purpose sold, description, quality productiveness, or any other matter.

No agent, distributor or other supplier has the authority to modify or amend this warranty or make other representations, warranties or conditions other than those contained in this warranty without express written authorization from IDEAL. Subject to applicable laws, this product is intended for commercial use only and this warranty only applies to the Product when sold for commercial purposes and no warranty whatsoever is extended to purchasers for consumer, personal, household use, express, implied or collateral.