

WARRANTY

1. APPLICATION OF WARRANTY

- 1.1. The Seller (DMT, LLC) shall sell, and the Buyer shall purchase the Products and Services in accordance with any quotation or offer of the Seller which is accepted by the Buyer.
- 1.2. This Warranty constitutes a legally binding agreement made between the Buyer and the Seller.

2. INTERPRETATION

- 2.1. In this Warranty, unless the context otherwise requires, the following expressions have the following meanings:
 - 2.1.1. **Business Day:** Means any day other than Saturday, Sunday or Bank Holiday.
 - 2.1.2. **Buyer:** Means the person who accepts the quotations or offer of the Seller for the sales of the Products and Services or whose order for the Products and Services is accepted by the Seller.
 - 2.1.3. **Warranty:** is a written guarantee issued to the Buyer of DMT Products.

3. CONDITIONS

- 3.1. The Warranty of the Products (DMT Manufactured Products) will begin from the date of the Site Acceptance Test (if required by Buyer¹) or 30 days from date of shipment – whichever comes first or is applicable.
- 3.2. Certain items are not manufactured by DMT but used for security bundles, integration, etc. DMT will abide by the warranties expressed by those vendors/manufacturers of that specified product and will provide the warranties for these items to the Buyer.
- 3.3. Any system component provided by DMT cannot be altered, modified, or replaced without written permission from DMT.
- 3.4. Warranties are immediately voided for the equipment that has been changed as well as any other equipment that might be connected to (whether directly or indirectly) the changed equipment.

¹ Costs Are Applicable for Site Acceptance Tests and are to be paid for by the Buyer

4. COVERAGE

- 4.1. A Two-Year warranty is included with Products, unless uniquely expressed in the quote provided to the Buyer.
- 4.2. The Warranty provides repair or replacement of parts that fail from workmanship or premature wear during the period of the extended warranty.
- 4.3. For reasons to include Cost Savings, RFQ Requirements, and Specialty Items, some quotes provided by the Seller may have One-Year Warranties or additional Years added to the Warranties. This will always be identified in writing in the Quote.
- 4.4. The Seller may contract with the Buyer in writing an agreement that may differ the standard Two-Year Warranty, i.e. 1,3,4,5 years, etc.
- 4.5. In contrast, the Seller reserves the right to change and/or cancel the agreement in writing should the Buyer void that agreement or there is a significant change in the:
 - 4.5.1. Value (\$) of Products purchased,
 - 4.5.2. Status of the Products,
 - 4.5.3. Labor required for unusual repair,
 - 4.5.4. Travel required for on-site repair, etc.

5. NON-COVERAGE

- 5.1. The warranty does not cover parts that fail due to improper operation, maintenance, modification by other vendors, problems that occur after warranty expires, lightning or other acts of God at any time during the life of the system.
- 5.2. Any items modified by uncertified vendors are voided from the Warranty.
- 5.3. If there is a gap in Warranty coverage, DMT is not responsible for the Products that may fail during that gap including failure from:
 - 5.3.1. Workmanship or premature wear
 - 5.3.2. Improper operation, maintenance, modification by other vendors,
 - 5.3.3. Any problems that occur after warranty expires,
 - 5.3.4. And lightning or other acts of God.

6. EXTENDED WARRANTIES

- 6.1. The Seller offers Extended Warranties for the Products. These Warranties are typically an industry standard percentage of the total dollar (\$) amount of the Products purchased by the Buyer.
- 6.2. Each year, the Seller has the right to increase, per COLA standard, the annual Warranty price of the Products provided.
 - 6.2.1. The Seller may contract with the Buyer in writing an agreement that may differ of COLA standard increase, i.e. flat rate for 3 years, etc.
 - 6.2.2. In contrast, the Seller reserves the right to change and/or cancel the agreement in writing should the Buyer void that agreement or there is a significant change in the:
 - 6.2.2.1. Dollar Amount (\$) or Value of Products purchased,
 - 6.2.2.2. Status of the Products,
 - 6.2.2.3. Labor required,
 - 6.2.2.4. Travel required for repair, etc.

7. REPLACEMENT OF PARTS

- 7.1. Items to be returned to DMT must first receive an RMA (return merchandise authorization) number supplied by DMT's Technical Support Group.
- 7.2. All shipping costs are to be covered by the Buyer.

8. EXPORT CONTROLLED PRODUCTS

- 8.1. Some equipment quoted here may fall under the ITAR control of the USA State Department. An export license may be required prior to shipment.
- 8.2. The customer will be required to support this effort by completing² the forms provided by DMT and the US Department of State or the US Department of Commerce. No technical information can be supplied without a technical exchange agreement and/or a DSP-5 granted by the US Department of State.

² Costs Are Applicable for Exportation Licenses and are to be paid for by the Buyer

9. PRICE AND PAYMENT

9.1. Prices are quoted in US Dollars (\$). The Buyer must pay in the currency in which the Product and Services price is quoted or is selected.

9.2. Payment terms, unless expressly agreed upon by both parties, are as follows;

9.2.1. Net-15, or 15 days, are on all invoices.

9.2.2. The Buyer must adhere to the terms to continue the Warranty and contract of Products and Services. If not, the payments are subject to a late fee of 1%.

9.2.3. A Late Fee is considered 30 days past the date of Invoice and will be 1% of the outstanding balance per month or the maximum rate permitted by law.

9.3. The Buyer is responsible for providing complete an accurate billing and contact information to the Seller and notifying the Seller of any changes to such information.

10. CANCELLATION

10.1. The Seller may cancel the Warranty and/or contract in writing if there is just cause and/or if the Buyer does not uphold the Warranty listed by this document and the TERMS AND CONDITION OF SALE document.

10.1.1. The Seller reserves the right to charge the Buyer for time, parts, and services rendered under the Contract in conjunction with their written Notice of Cancellation.