

Red Iron Amps Terms and Conditions

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING FORUM SELECTION CLAUSE AND LIMITATION OF LIABILITY CLAUSE.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by Red Iron Amps, including any affiliates or subsidiaries. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify Red Iron Amps and return your purchase pursuant to Red Iron Amps's Return Policy.

THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH RED IRON AMPS, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER RED IRON AMPS TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

1. **Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Red Iron Amps. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting your sales representative.
2. **Payment Terms; Orders; Quotes; Interest.** Terms of payment are within Red Iron Amps's sole discretion, and unless otherwise agreed to by Red Iron Amps, payment must be received by Red Iron Amps prior to Red Iron Amps' acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Red Iron Amps. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. Red Iron Amps may invoice parts of an order separately. Your order is subject to cancellation by Red Iron Amps, in Red Iron Amps' sole discretion. Red Iron Amps is not responsible for pricing, typographical, or other errors in any offer by Red Iron Amps and reserves the right to cancel any orders resulting from such errors.
3. **Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from Red Iron Amps to Customer on shipment from Red Iron Amps' facility. Loss or damage that occurs during shipping by a carrier selected by Red Iron Amps is Red Iron Amps' responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify Red Iron Amps within 7 days of the date of your invoice or

acknowledgement if you believe any part of your purchase is missing, wrong or damaged. Unless you provide Red Iron Amps with a valid and correct tax exemption certificate applicable to your purchase of Product and the Product ship-to location, you are responsible for sales and other taxes associated with the order. Shipping dates are estimates only.

4. Warranties. THE LIMITED WARRANTIES APPLICABLE TO RED IRON AMPS-BRANDED HARDWARE PRODUCT CAN BE FOUND AT www.RedIronAmps.com/ OR IN THE DOCUMENTATION RED IRON AMPS PROVIDES WITH RED IRON AMPS-BRANDED PRODUCT. RED IRON AMPS MAKES NO WARRANTIES FOR SERVICE, OR NON-RED IRON AMPS BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY RED IRON AMPS "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY RED IRON AMPS. RED IRON AMPS MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN RED IRON AMPS'S APPLICABLE RED IRON AMPS-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. RED IRON AMPS-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN FULL, AND RED IRON AMPS IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL RED IRON AMPS RECEIVES PAYMENT IN FULL. RED IRON AMPS MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SERVICES, MAINTENANCE OR SUPPORT IF RED IRON AMPS DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

All Red Iron Amps products sold by Red Iron Amps are warranted to be free from defects in material or workmanship upon delivery to customer.

There are no warranties, expressed or implied, other than those expressed herein. Further, there is no warranty of merchantability or fitness for a particular purpose.

5. Return Policies; Exchanges. Red Iron Amps's return policy can be found at www.RedIronAmps.com/ and you agree to those terms. You must contact us directly before you attempt to return Product. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by Red Iron Amps, Red Iron Amps is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At Red Iron Amps's discretion, credit for partial returns may be less than invoice or individual component prices. All returns are subject to a 20% restocking fee.

6. **Changed or Discontinued Product.** Red Iron Amps's policy is one of ongoing update and revision. Red Iron Amps may revise and discontinue Product at any time without notice to you. Red Iron Amps will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
7. **Service and Support.** Service offerings may vary. Red Iron Amps and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. Your purchase of services is pursuant to this Agreement and the terms and conditions of Red Iron Amps Service Descriptions, if applicable, published online at the time of your purchase. Red Iron Amps has no obligation to provide service or support until Red Iron Amps has received full payment for the Product or service/support contract you purchased. Red Iron Amps is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not Red Iron Amps. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.
8. **Limitation of Liability.** RED IRON AMPS DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, RED IRON AMPS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, RED IRON AMPS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.
9. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export.
10. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND RED IRON AMPS arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the

relationships which result from this agreement, Red Iron Amps's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW.

11. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.
12. Dispute Resolution and Binding Arbitration. ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND RED IRON AMPS, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Red Iron Amps") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Red Iron Amps's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY IN A COURT OF COMPETENT JURISDICTION IN TRAVIS COUNTY, TEXAS.