

Online Terms and Conditions of Sale

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AFFORDABLE ALARMS INCORPORATION, AFFORDABLE ALARMS, WA, (A4Alarms) HEREIN KNOWN AS AFFORDABLE ALARMS.

ONLINE WEB SITE TERMS AND CONDITIONS OF SALE:

1. GENERAL

The terms and conditions of sale contained herein shall apply to all quotations and offers made by and purchase orders accepted by Affordable Alarms Incorporation ("Affordable Alarms") on this web site. These terms and conditions contained herein shall govern, and acceptance of Buyer's order is conditioned upon Buyer's acceptance of the terms and conditions contained herein irrespective of whether the Buyer accepts these conditions by a written acknowledgement, by implication, or acceptance and payment of goods ordered hereunder. Affordable Alarms' failure to object to provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions herein. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing, signed by a corporate officer of Affordable Alarms, before becoming binding on either party.

2. PRICING

Prices are quoted in US\$, and are subject to modification or withdrawal without notice. All billings for products and services will be at the price indicated on the Affordable Alarms web site. Unless otherwise specified or required by law, all prices will be quoted and billed exclusive of International duties and Foreign taxes; including all applicable US Federal, US State, and local excise, sales and similar taxes.

3. TERMS OF PAYMENT

All purchases made on Affordable Alarms' web site will be cash upon order confirmation with a valid major credit card.

4. TITLE AND DELIVERY

Unless otherwise agreed upon by Affordable Alarms, all sales are made F.O.B. point of shipment in the United States. Affordable Alarms' title passes to Buyer and Affordable Alarms' liability to deliver ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition; the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. Claims against Affordable Alarms for shortages must be made within ten (10) days after arrival of shipment. Affordable Alarms assumes no responsibility for delay, breakage or damage after having made delivery in good order condition to the carrier.

5. ACCEPTANCE

The Buyer shall accept or reject nonconforming products within thirty (30) days of receipt of each shipment. Failure to notify Affordable Alarms, in writing of nonconforming products, within such period shall be deemed an unqualified acceptance.

6. LIMITED WARRANTY

Affordable Alarms Incorporation warrants that the products covered hereby shall be free from defects in workmanship and materials, and shall conform to published specifications

or other specifications accepted in writing by Affordable Alarms for an limited time following the date of Affordable Alarms' shipment.

All returns within 30 days or exchanges within our 1-year warranty policy are subject to a 25% special order restocking fee. Warranty is void where evidence of misuse or abuse is present.

The foregoing warranty does not apply to any products which have been subject to misuse (including static discharge), neglect, accident, or modification or which have been soldered or altered during assembly and are not capable of being tested by Affordable Alarms under its normal test conditions. Affordable Alarms shall make the final determination as to the existence or cause of any alleged defect. Affordable Alarms' sole obligation to Buyer hereunder for products failing to meet the aforesaid warranty shall be, at Affordable Alarms' discretion, to replace the nonconforming product or issue Buyer credit for the purchase price of the nonconforming product where; 1) Affordable Alarms has received written notice of any nonconformity, and 2) after Affordable Alarms' written authorization to do so Buyer has returned the nonconforming product to Affordable Alarms, freight prepaid, and 3) Affordable Alarms has determined that the product is nonconforming and that such nonconformity is not a result of improper installation, repair, test, or other misuse by Buyer. In no case are products to be returned without first obtaining permission and a customer return order number from Affordable Alarms. None of Affordable Alarms Incorporation's products may be used in a life support application (see Section 17).

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR A PARTICULAR PURPOSE. AFFORDABLE ALARMS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION OR USE OF ITS PRODUCTS AND AFFORDABLE ALARMS MAKES NO WARRANTY WHATSOEVER FOR PRODUCTS NOT MANUFACTURED BY AFFORDABLE ALARMS. AFFORDABLE ALARMS SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAYS IN DELIVERIES OR USE AND SHALL IN NO EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER ARISING FROM CONTRACT, TORT OR NEGLIGENCE, INCLUDING BUT NOT LIMITED TO, LOSS OR GOODWILL, OVER-HEAD OR OTHER LIKE DAMAGES.

7. PATENT CLAUSE

Buyer shall indemnify, defend and hold Affordable Alarms harmless against any expense, damages, costs or losses resulting from any suit or proceeding brought for infringement of patents, trademarks, copyrights, trade secrets, or for unfair competition arising from compliance with Buyer's designs or specifications or instructions. Affordable Alarms shall not be liable for any costs or damages incurred by Buyer as a result of any suit or proceeding brought against the Buyer and Buyer will indemnify, defend and hold Affordable Alarms harmless from any expenses, damages, costs, or losses resulting from any suit or proceeding brought against Affordable Alarms, either severally, or jointly with Buyer, so far as such suit or proceeding is based on claims that use of any product or any

part thereof, furnished hereunder, in combination with products not supplied by Affordable Alarms constitute either direct or contributory infringement of any patent, or copyright of the United States. Sales of products or any parts thereof, hereunder confers on the Buyer no license under any patent rights of Affordable Alarms covering or relating to (a) the structure of any devices to which the products or parts may be applied, or (b) a process or machine in connection with which they may be used.

8. CONTINGENCIES

All orders will be shipped from stock. Affordable Alarms will use its best efforts to fill all orders according to the agreed schedule and quantity. Affordable Alarms shall not be responsible for any failure to perform due to unforeseen circumstances or to cause beyond Affordable Alarms' control. Examples of such causes are acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, labor or materials or for any other causes beyond Affordable Alarms' reasonable control. In the event of any delay caused by such contingency, the date of delivery shall, at the discretion of Affordable Alarms, be deferred for a period equal to the time of loss by reason of the delay.

9. CANCELLATION

Any order placed with Affordable Alarms on this web site cannot be cancelled.

10. LIMITATION OF LIABILITY

Affordable Alarms' LIABILITY UNDER OR FOR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO REFUND OF THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL AFFORDABLE ALARMS BE LIABLE FOR COSTS OR PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF PROFITS, OR FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, REPUDIATION OF CONTRACTS, NEGLIGENCE OR OTHERWISE.

11. CONTROLLING LAW

The terms and conditions contained herein shall be governed by and construed under the laws of the State of Nebraska.

12. SUBSTITUTIONS AND MODIFICATIONS

Affordable Alarms reserves the right to modify the specifications of components offered by Affordable Alarms providing that, in Affordable Alarms' opinion, the modification will not materially affect the performance.

13. CONSEQUENTIAL DAMAGE

In no event shall any claim for consequential or special damages be made by either party.

14. SECURITY

Buyer hereby grants Affordable Alarms a security interest in the product and proceeds therefore as security for payment of the purchase price.

15. LIFE SUPPORT POLICY

AFFORDABLE ALARMS' PRODUCTS AND SERVICES ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE PRESIDENT OF AFFORDABLE ALARMS INCORPORATION, AFFORDABLE ALARMS, OR AFFORDABLE ALARMS, WA.

As used herein:

Life support devices or systems are devices or systems which (1) are intended for surgical implant into the body, or (2) support or sustain life and whose failure to perform when properly used in accordance with instructions for use provided in the labeling can be reasonably expected to result in a significant injury to the user.

A critical component is any component in a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system or to affect its safety or effectiveness.

16. GENERAL LEGAL

The prevailing party in any legal action brought by one party against the other shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred thereby, including court costs and reasonable attorney's fees.

Each shipment made hereunder shall be considered a separate transaction. In the event of any default by Buyer, Affordable Alarms may decline to make further shipments. If Affordable Alarms elects to continue to make shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect Affordable Alarms' legal remedies for such default.

The terms and conditions herein, constitute the entire contract between the parties and supercede all previous communications, whether oral or written. Any changes to this contract must be made only upon mutual agreement of the parties in writing.

In the event that any section of these terms and conditions are deemed unenforceable, the remaining sections shall remain in force.

17. IMPORT / EXPORT

Buyer agrees to comply with all applicable laws and regulations of the United States and of the destination country. Buyer understands that Affordable Alarms is subject to regulation by agencies of the U.S. government, including the U.S. Department of Commerce, which prohibit export or diversion of Affordable Alarms' products to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable U.S. laws and regulations. Buyer warrants that it shall not sell any products in countries or to users not approved to receive classified technical equipment under applicable U.S. laws and regulations or that Buyer otherwise has knowledge of such laws and regulations, and that it will abide by such laws and regulations. Buyer shall hold harmless and indemnify Affordable Alarms for any damages resulting to Affordable Alarms from a breach of this paragraph by Buyer.

18. PRIVACY

When you create your order with Affordable Alarms on this web site, we will ask for your name, your e-mail address, and when applicable, your billing address, and the address for shipment of your order. We maintain personal information for statistical purposes to improve our site for users' needs, to offer services, to administer the site, and to correspond with users. If you wish us to discontinue correspondence with you, we will terminate the activity upon receipt of your request. Affordable Alarms will not give or sell this information to any third party for its use in marketing or solicitation for products from other companies. However, Affordable Alarms will only provide your information to third parties that Affordable Alarms uses for delivering specific services to you (such as shipping purposes when you ask us to send you something).

If you are using a secure server to make purchases, we will also ask for your credit card

number and expiration date. Affordable Alarms will only use this information for the limited purpose of processing your orders through our credit card clearing service.

19. LINKS TO OTHER SITES

The Affordable Alarms Web Site contains links to third party Web sites. These links are provided solely as a convenience to you and not as an endorsement by Affordable Alarms of the contents on such third party Web sites. Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of material, services or products on such third party Web sites. If you decide to access linked third party Web sites, you do so at your own risk.

STANDARD TERMS AND CONDITIONS OF SALE

Effective January 2007