



## TERMS & CONDITIONS OF SALE (2016)

The terms and conditions of sale set forth herein, and all drawings, specifications, descriptions and other documents attached hereto and incorporated herein by reference, including HoloCom, Inc. proposal terms constitute the entire agreement between HoloCom Inc. ("Seller") and Purchaser. The terms and conditions of Seller's acknowledgement and invoice shall prevail over any conflict of different terms in Purchaser's offer unless Purchaser notifies Seller in writing of its objections thereto within three (3) business days from receipt of Seller's acknowledgement. The failure of Seller to object to any provision in conflict herewith whether contained on Purchaser's purchase order or otherwise, shall not be construed as waiver of the provisions hereof nor as an acceptance thereof. All orders must be in writing signed by an authorized agent of your organization. The product part number(s) contained on Seller's order acknowledgement shall be the final expression of the order.

### 1. Order Entry Point and Warehouse Shipping Location

Mail, email, or fax order to:

**HoloCom Inc., Customer Service**  
**530 W. Alameda Dr., Suite 101, Tempe, AZ 85282**  
**Tel: 858-222-6430, Fax: 858-222-6431**  
**customerservice@holocom.com**

### 2. Order Confirmation

A purchase order is not binding on Seller until Purchaser has received Seller's Order Confirmation or Acknowledgment.

### 3. Pricing Policies

Purchaser assumes responsibility for any deviation from actual dimensions when providing Seller drawings and/or specifications. Pricing contained in Seller's Proposal is valid for 30 days. Pricing is subject to change without notice. Pricing and Purchase Orders are in US Dollars (USD).

### 4. Taxes

All sales, use, excise and other taxes applicable to the sale of the Products shall be paid by Purchaser. If Purchaser claims an exemption from any tax, Purchaser shall submit to Seller the appropriate exemption certificates upon demand.

### 5. Terms of Payment

Net 30 days from date of Seller's invoice. Past due accounts shall be charged the lesser of 1.5% per month (18% annually) or the highest rate permitted by law plus all collection costs, including reasonable attorneys' fees and expenses. All orders are subject to credit approval prior to shipment.

Billing address:

**HoloCom, Inc.**  
**P.O. Box 520, Poway, CA 92074**

### 6. Changes, Cancellation, and Return Fees

Purchase orders may not be changed or cancelled, in whole or in part, without prior written consent of Seller. Changes may affect delivery dates. Expenses incurred because of changes shall be charged to Purchaser. In the event of cancellations, Purchaser will be liable for reasonable cancellation charges established by Seller. Returns are approved on a case-by-case basis, and all product and assemblies must be in original unused and re-sellable condition with original packaging in order for a return to be approved. Returns are inspected at Seller's warehouse before actual credit is granted, and a return

fee of up to 30% will apply. Purchaser will pay for shipping back to Seller's warehouse.

### 7. Delivery/Freight Charges

Unless designated by Purchaser or prior Purchaser agreements, all shipments shall be F.O.B. factory. Actual shipping costs will be invoiced separately and passed along to the Purchaser unless stocking agreements say otherwise and/or the Purchaser has specific freight carrier account instructions on the Purchaser Order.

### 8. Claims

Purchaser assumes responsibility for any deviation from actual dimensions when providing Seller drawings and/or specifications. Seller assumes responsibility for accuracy when providing design and space planning for HoloCom products.

### 9. Title

Risk of loss passes to Purchaser when the products are delivered by the Seller to the freight carrier at the Purchaser's warehouse. Purchaser shall inspect all products upon receipt and notify Seller within three (3) business days after receipt of any Seller damage, defects, or shortages which are or should be apparent from an inspection of the Product and its packaging. If product is damaged/lost in transit by the freight carrier, the Seller will repair or replace Product damaged in shipment only if Purchaser has advised Seller of the freight damage with three (3) business days of receipt AND filed a claim with the freight carrier if product was shipped on Purchaser's freight account, or Seller files a claim if product was shipped on Seller's account. Once a claim is filed with the Seller and/or the freight carrier, all Products and packaging must be retained for inspection. Failure of Purchaser to make a claim against Seller during the three (3) business days shall constitute acceptance of the products and waiver of any apparent defects, errors, or shortages. Purchaser agrees to perform all acts which may be necessary to perfect and assure retention of title by Seller.

### 10. Codes, Permits, and Compliance

Purchaser is solely responsible for compliance with all applicable federal, state and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance, use and operation of the products. Purchaser agrees not to resell, export, etc. to countries forbidden by export laws or economic sanctions of the United States.

### 11. Limitations of Liability

Seller, its contractor, authorized Dealers and subcontractors or suppliers of any tier shall not be liable to Purchaser for any special indirect incidental or consequential damages arising from use of Product or breach of this agreement. Purchaser's remedies set forth herein are exclusive and the liability of Seller with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the Product or part on which such liability is based. Any warranty, expressed or implied, is limited to defects in design, materials, or workmanship for a period of 12 months from sale by Seller and is voided by any misuse, abnormal use, and/or installation by non-HoloCom certified installers. This agreement is entered in San Diego, California and in accordance with the laws of the State of California. Jurisdiction is under San Diego County courts, unless any prior Purchaser agreement supersedes this. Federal jurisdiction lies with the US District Court.



## TERMS AND CONDITIONS OF SERVICE (2016)

Holocom service quotations are firm fixed and are valid for thirty days; if the thirty days expire, Holocom will review the validity of the quotation and can re-issue a new quotation. Holocom will send a written acceptance of Purchase Order within seven business days of receiving Purchase Order from vendor.

The hours for this installation are based on the specific scope of the project, including the number of installers. If the scope of the project changes, Holocom can issue a new quotation or a change order. If there is no statement of work at the time of this quotation, Holocom can issue a new quotation based upon a future agreed upon statement of work.

Holocom Per Diem Rates are generated from the Department of Defense Per Diem Rates.

After receipt of Purchase Order, scheduling of Holocom services is agreed upon between Holocom and the vendor. If there is a change to the agreed upon scheduled dates, it is the vendor's responsibility to notify Holocom and agree upon a new scheduled date. Any additional or incurred expenses to Holocom as a result of a new scheduled date will be added to the quotation.

## HOLOCOM WARRANTY & COMPLIANCE STATEMENT (2016)

### **MADE IN USA COMPLIANCE STATEMENT**

All Holocom, Inc. (Holocom) products are all made in the USA. 100% of all manufacture, finishing, assembly, processing, labeling and shipping of Holocom products are performed in the USA. We cannot attest that all raw materials (sheet steel, pigments, minor subassemblies, etc.) are of US origin, but we indicate a preference for such when purchasing from vendors and US fabricators. We proudly buy American and employ American.

### **PRODUCT WARRANTIES**

Holocom, Inc. warrants its products under normal use to be free of defects in design, materials and workmanship; to conform to the specifications and samples; and to be fit and sufficient for the purpose intended by Holocom. The period of this warranty is 12 months from that date of sale to the distributor, or 12 months from the date of receipt from distributor by the end user, provided that the latter is not more than 18 months from shipment to the distributor. Any loss, damage, or deterioration of Holocom products that occurs after shipping (FOB Factory/Holocom warehouse) is the sole responsibility of the shipper, distributor, or customer as may apply. Longer warranties are not normally needed, may be purchased if desired for an up charge.

Holocom products, unless otherwise labeled, are intended for indoor, climate-controlled applications only. Any misuse, abnormal use, improper storage, or the like, completely voids this warranty. Improper installation of Holocom products by non-Holocom certified installers completely voids this warranty.

Holocom also warrants its products to be free of any claims against title when sold by Holocom and against any claims of patent infringement for the life of the product.