

AMCi TERMS AND CONDITIONS

TIME OF DELIVERY. It is understood and agreed that time is not of the essence and Seller (AMCi) makes no warranty regarding when the product will be ready for shipment or delivered.

DELIVERY AND TITLE TO PRODUCTS. It is expressly understood and agreed by Purchaser that, notwithstanding the terms of the Uniform Commercial Code, title to goods and products supplied to Purchaser by AMCi shall not pass to Purchaser until payment in full of this Invoice is received by Seller from Purchaser. It is further and expressly agreed by Purchaser that the goods and products supplied pursuant to this Invoice shall in no event become a component part of any piece of property owned by Purchaser or otherwise, and shall at all times and in all events be and remain separate and distinct property of Seller unless and until payment in full of this Invoice is received by Seller. Seller's delivery of the goods and products supplied by this Invoice to a common carrier F.O.B. shall constitute delivery to Purchaser and that said goods and products are at Purchaser's risk thereafter.

LIMITATION OF PURCHASER'S REMEDIES. In the event of Seller's breach of warranty or any other breach of these Terms and Conditions, or any defect in workmanship, Purchaser's exclusive remedy shall be repair or replacement of the goods and products supplied pursuant to this Invoice. SELLER'S LIABILITY FOR BREACH OF WARRANTY OR ANY OTHER BREACH OF THESE TERMS AND CONDITIONS SHALL NOT EXCEED THE PRICE SPECIFIED FOR THE PARTICULAR GOODS THAT ARE IN BREACH OF WARRANTY. In the event that replacement and/or repair is impracticable, Seller has the right to replace the goods and/or products that are in breach of warranty or these Terms and Conditions with goods and products of comparable quality and with comparable specifications. SEPARATE FROM AND IN ADDITION TO ANY OTHER LIMITATION OF REMEDY IN THIS INVOICE, SELLER SHALL IN NO EVENT BE LIABLE TO PURCHASER FOR INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DELAY DAMAGES, INSTALLATION COSTS, DAMAGES, OR LOSS OF GOOD WILL. Any court action against Seller related to these Terms and Conditions must be commenced by Purchaser for breach of the terms of these Terms and Conditions and/or breach of warranty within one (1) year from the date of purchase.

REMEDIES OF SELLER. In addition to any and all remedies available to Seller pursuant to the Uniform Commercial Code, in the event Purchaser fails to pay amounts owed to Seller when due or fails to accept goods and products supplied, Purchaser agrees to pay for and be liable for: (a) all reasonable expenses incurred by Seller as a result, including but not limited to locating, storing, repairing, selling and transporting goods and products; (b) all fees including without limitation, attorney fees, expert witness fees, filing fees, and interest, to be fixed by the trial court, and/or appellate court, incurred by Seller in retrieving goods and products and/or collecting amounts due; and, (c) interest at the rate of eighteen percent (18%) per annum on amounts due and unpaid. Further, in the event Purchaser fails to pay amounts owed to Seller when due or fails to accept goods and products supplied pursuant to this Invoice, Seller shall have the option in its sole discretion to terminate any and/or all of Seller's obligations to Purchaser, postpone Seller's obligations until payment in full is received from Purchaser and/or retain amounts paid by Purchaser to Seller.

PURCHASER'S OBLIGATION TO INSPECT. It is Purchaser's obligation and responsibility immediately upon physical receipt of any of the goods and products supplied pursuant to these Terms and

Conditions, and to have authorized individuals available to confirm that the goods and products delivered conform to bills of lading, shipping notices, packing lists, and these Terms and Conditions.

MISCELLANEOUS. No waiver by a Party to this Invoice of a breach of any provision hereof will take effect or be binding upon it unless expressly waived in writing, and such waiver will apply only to the particular breach so waived and will not limit or affect the waiving party's rights with any future breach or any breach of any other provision hereof. This Invoice constitutes the complete agreement between the parties to this Invoice relating to the subject matter hereof and supersedes all prior and other understandings, representations, warranties, and agreements relating hereto, whether written, verbal or otherwise between Purchaser and Seller. **These terms and conditions may be amended only by a written instrument executed by both Parties, and applies to all transactions between Purchaser and Seller. these terms and conditions or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by said party.** These terms and conditions shall not be assignable by any party hereto without the prior written consent of the other party. Each provision of these terms and conditions shall be interpreted in such manner as to be effective and valid to the maximum extent permissible under law, but if any provision of these terms and conditions is held to be prohibited by or invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these terms and conditions. No term or condition of this Invoice shall be construed to impose on Seller any obligation greater than the applicable obligation set forth in the Uniform Commercial Code. Seller shall be excused for any delay in performance and/or inability to perform caused by natural disaster, weather, fire, strikes, satellite failure for any reason, acts of terror, modifications, change orders or other acts of Purchaser, failures of vendors to make timely delivery of materials, labor disputes, acts of God, acts of public utilities, public bodies or inspectors, war, aggression, casualty or destruction, or any occurrences beyond the reasonable control of Seller.

DISPUTE RESOLUTION. This Invoice is to be interpreted under and enforced in accordance with Texas law without giving effect to the principles of conflicts of laws of that state or country which might otherwise require this Invoice be interpreted under the laws of another jurisdiction. Any suits, proceedings or other actions relating to, arising out of or in connection with this Invoice shall be submitted to the exclusive in personam and subject matter jurisdiction of a court of competent jurisdiction in Harris County, Texas.

PRICING. Any quoted quantities, delivery times and/or other terms offered shall be void after a period of thirty (30) calendar days from the date of the original quotation to Purchaser.

WARRANTY FOR PRODUCTS AND SERVICES OF AMCi.

American Millennium Corporation, Inc. (AMCi) values its customers and always attempts to provide its customers the very best service in connection with AMCi "Products" or Product components or add-ons that the customer acquires, directly or indirectly, from AMCi. The Limited New Product Warranty and Limited Product Repair Warranty (generally, "Limited Warranty") as described herein is provided for each Product or Product component that is bought or acquired, directly or indirectly, by customer, or is returned for repair by customer, subject to applicable original manufacturer repair or replacement warranty for certain non-AMCi manufactured Products or Product components including any value added

accessories (“Non- AMCi OEM Warranty”) and subject to repair or replacement warranties for expendable items that typically accompany such expendable items (“Expendable Item Warranty”).

Warranty Periods for New Products and Product Repairs

- Limited New Product Warranty Period (for AT&T Service Systems): fourteen (14) months from date of shipment of the Product or one (1) year from Product activation date (the date on which the product is configured to send customer alarms, data or location information), whichever is shorter.
- Limited New Product Warranty Period (for SkyWave Systems “IDP”): thirty-six (36) months from date of sale of the Product.
- Limited Product Repair Warranty Period (for IDP, or AT&T Service Systems): ninety (90) days from the date of shipment of the repaired Product to customer.

Notwithstanding the foregoing, the aforementioned warranty periods are subject to Non-AMCi OEM Warranty and Expendable Item Warranty.

Warranty Scope and Applicability: Standard Limited Warranty Terms

DOA: Subject to the exclusions below including but not limited to Non-AMCi OEM Warranty and Expendable Item Warranty, a New Product is classified as DOA (Dead On Arrival) if the Product fails to operate immediately following installation and/or activation. Customer, at its expense, will properly package the failed Product and ground ship, at AMCi’s expense, the failed Product to AMCi. (If customer desires to ship overnight (or express ship) or secure insurance on the shipment, customer will assume the cost difference between ground and overnight (express) ship and cost of the insurance.) Customer assumes responsibility for the Product until the Product is received at AMCi’s dock. Upon replacement or repair of a DOA Product, the redelivered Product will be treated as a New Product; and therefore, subject to the full Limited New Product Warranty Period and the Limited New Product Warranty terms.

Limited Warranty: Subject to the exclusions recited below including but not limited to Non- AMCi OEM Warranty and Expendable Item Warranty, AMCi warrants under the Limited New Product Warranty to the customer that the New Product (excluding expendable parts and covers) will be free from defects in workmanship and materials, under conditions of normal use and operation, for the Limited New Product Warranty Period recited above. AMCi’s sole obligation under this express Limited Warranty shall be, at AMCi’s option and expense, either: i) to repair the defective New Product or component; or ii) replace the New Product or component with a new replacement Product or component. The repaired or replaced New Product or the replaced component shall be covered by the balance of the time remaining in the Limited New Product Warranty Period that was applicable to the original New Product. The New Product is subject to the foregoing repair or replacement during the Limited New Product Warranty Period, provided, that the customer, at its expense, properly packages the New Product and ground ships, at AMCi’s expense, the Product to AMCi and clearly identifies the reason for the return. (If customer desires to ship overnight (or express ship) or secure insurance on the shipment, customer will assume the cost difference between ground and overnight (express) ship and the cost of insurance.) Customer assumes responsibility for the Product until the Product is received at AMCi’s dock. All Products that are submitted for replacement under the foregoing warranty will become the property of AMCi. This Limited

Warranty covers only problems that the customer reports during the applicable New Product Warranty Period; and that AMCi verifies, following an evaluation of the Product, should be covered by the applicable Limited Warranty, subject to the exclusions below including but not limited to Non-AMCi OEM Warranty and Expendable Item Warranty. A repaired or replacement Product, or component, will be shipped via ground carrier, at AMCi's expense, if the New Product Warranty Period is in effect and the New Product Limited Warranty has not been voided as provided below under the listed exclusions.

Any Products, which are no longer subject to the Limited New Product Warranty and therefore, are not New Products, but that are provided for repair to AMCi, shall be subject to the Limited Product Repair Warranty Period, subject to the applicable exclusions recited below including but not limited to Non-AMCi OEM Warranty and Expendable Item Warranty. Products, or Product components, in need of repair must be sent prepaid and packaged appropriately for safe shipment; and it is recommended that the Products be insured, at customer's expense, or sent by a method that provides for tracking of the package. Customer must clearly identify the reason for the needed repair. Responsibility for loss or damage to the shipped Product from customer does not transfer to AMCi until the returned Product is received by AMCi at its dock. Following repair of the Product, AMCi shall ship the repaired Product to Customer and such repaired Product shall be subject to the Limited Product Repair Warranty for the Limited Product Repair Warranty Period.

Exclusions to Limited Warranty Applicability and Right to Remedies

AMCi will not be liable for any repair or replacement under any Limited Warranties for Products, or Product components, as provided herein should the following exclusions or events or actions apply that cause the Limited Warranties to be inapplicable or voided. In particular, New Products and Products submitted for repair, and associated components, will be inspected upon receipt to determine if the Limited Warranty herein applies or if the Limited Warranty recited herein is voided or rendered inapplicable to the Product, or associated components.

Therefore, the applicable standard Limited Warranty does not apply if any New Products, or components, or Products submitted for repair, or components, are damaged, non-usable, broken, or inoperable:

- (i) As a result of accident, misuse, negligence or abuse,
- (ii) By the use of parts, components or materials not recommended, controlled, approved, manufactured, authorized or sold by AMCi, or its authorized distributors or resellers, or which do not conform to AMCi's published specifications; or by the use of instruments, products, devices, systems, apparatus, equipment or interfaces used in connection or in combination with the AMCi Product, which are not recommended, controlled, approved, manufactured, authorized or sold by AMCi, or its authorized distributors or resellers, or which do not conform to AMCi's published specifications;
- (iii) As a result of modification, change or alteration of the Product, or components, without the written permission of AMCi;
- (iv) As a result of failures of the Product due to a device, instrument, system, apparatus, equipment or product for which AMCi is not responsible;

- (v) As a result of use of the Product in an environment for which the Product was not designed or use of the Product outside the scope of any express uses recited herein;
- (vi) As a result of installation by customer, or any third party, not consistent with AMCi instructions or specifications;
- (vii) As a result of failure to follow operation, repair, and maintenance instructions consistent with AMCi published specifications or instructions for the Product;
- (viii) As a result of the Product being subjected to extreme environmental conditions such as, but not limited to, unreasonable physical, thermal, or electrical stress;
- (ix) As a result of any communication breakdown or interruption of signals, communications, or transmissions among or between satellite services, common carrier services, or any other communication or data transmission network services;
- (x) As a result of acts of unauthorized third parties, acts of God, accident, fire, lightening, power surges or outages, or other hazards beyond the reasonable control of AMCi;
- (xi) As a result of actions of theft or illegal misappropriation of the Product or if the serial numbers have been removed or altered on a Product;
- (xii) As a result of the fact that the asserted defect: a) is not present, b) cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than AMCi, or c) is attributable to misuse, improper installation, alteration (including removing or obliterating labels) and opening or removing or tampering with external covers (unless authorized to do so by AMCi), accident or mishandling while in the possession of someone other than AMCi;
- (xiii) As a result of the fact that the Product was not sold to customer as new, except where a refurbished or replaced Product has been provided by AMCi;
- (xiv) As a result of the fact that the Product was improperly packaged and/or packaged in a non-qualified shipping container by customer or as a result of common transportation carrier action, negligence, omission or inaction;
- (xv) As a result of the fact that the Product included: a) Counterfeit label(s); b) labels missing standard printing such as UL or capacity; c) labels missing barcode or top cover label;
d) labels missing serial number on top cover does not match barcode on the Product; or
e) AMCi labels obscured by customer applied stickers;
- (xvi) As a result of the fact that Product damage includes: a) broken pins on connector; b) connector(s) are damaged, cracked, missing or broken; c) cracked components on the circuit board; d) dented base housing; e) liquid damage inside Product unit; f) dented top cover; g) loose, damaged, or missing screws; h) lifted or punctured casing; i) missing circuit board; or j)

cracked or physically damaged housing or enclosure in connection with the Product, Product components or Product add-ons; or

- (xvii) As a result of the applicability of alternate warranty term(s) for repair and replacement of Non-AMCi OEM Products or Product components, including any value added accessories or expendable items.

Exclusive Remedy for Breach of Limited Warranty: CUSTOMER'S SOLE REMEDY FOR BREACH OF THE LIMITED WARRANTY HEREIN SHALL BE ONLY THE REPAIR OR REPLACEMENT, AT AMCi's OPTION, OF THE PRODUCT, AND COMPONENTS SUBJECT TO THE NON-AMCi OEM WARRANTY AND EXPENDABLE ITEM WARRANTY. THIS IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR PRODUCTS WITH DEFECTS IN WORKMANSHIP AND MATERIALS OR NEW PRODUCTS THAT ARE INITIALLY INOPERABLE OR UNUSABLE; OR REPAIRED PRODUCTS. NO OTHER REMEDIES UNDER THE LIMITED WARRANTY ARE AVAILABLE OR CLAIMABLE FOR ANY BREACH OF THE APPLICABLE LIMITED WARRANTY PROVIDED HEREIN IN CONNECTION WITH A NEW PRODUCT, REPLACED PRODUCT OR REPAIRED PRODUCT. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER AVAILABLE REMEDIES, AND THE FOREGOING SHALL SERVE AS THE ONLY REMEDY FOR THE CUSTOMER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED HEREIN. AMCi NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OR FURTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, OPERATION, MAINTENANCE OR USE OF AMCi PRODUCTS.

Disclaimer of All Other Warranties or Liabilities: THE PRODUCT IS NOT DESIGNED OR INTENDED FOR USE IN: (I) THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY; (II) THE NAVIGATING OR OPERATING OF AIRCRAFT OR ANY OTHER TRANSPORTATION SYSTEM OR CRAFTS; (III) THE OPERATING OF LIFE-SUPPORT OR LIFE-CRITICAL MEDICAL EQUIPMENT DEVICES OR SYSTEMS; OR (IV) WITH RESPECT TO ACTIVITIES OR BUSINESSES THAT ARE CONSIDERED LIFE THREATENING, PROPERTY RISKS OR GENERALLY VIEWED AS DAMAGING OR HARMFUL TO HUMAN LIFE, ANIMAL LIFE, OR PROPERTY (WHETHER PERSONAL OR REAL), AND AMCi DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OR FITNESS FOR SUCH USES OR FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE PRODUCT.

FURTHER, EXCEPT AS EXPRESSLY STATED HEREIN, AMCi EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES. EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON- INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHTS(S), WHETHER STATUTORY OR COMMON LAW.

ADDITIONALLY, EXCEPT AS EXPRESSLY STATED HEREIN WITH RESPECT TO THE STANDARD LIMITED PRODUCT WARRANTY, THE PRODUCT IS PROVIDED "AS IS," WITHOUT ADDITIONAL WARRANTY OF ANY KIND. FURTHER, AMCi DOES NOT WARRANT

THAT THE FUNCTIONS AND APPLICATIONS OF THE PRODUCT WILL MEET CUSTOMER REQUIREMENTS, OR THAT THE OPERATION OF THE PRODUCT WILL BE CONTINUOUS, UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PRODUCT WILL BE CORRECTED. AMCi FURTHER DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY THE CUSTOMER. AMCi, ALSO, DOES NOT WARRANT THAT THE SATELLITE, COMMON CARRIER, OR OTHER DATA TRANSMISSION, SIGNALING OR COMMUNICATION DEVICE OR SYSTEM WILL PROVIDE CONTINUOUS, UNINTERRUPTED OR ERROR FREE DATA PROCESSING OR DATA TRANSMISSION OR DATA EXCHANGES. AMCi DOES NOT WARRANT PRODUCT INTERFACE CAPABILITY WITH ANY AND ALL INTERFACES UNLESS SO EXPRESSLY INDICATED BY AMCi IN PRODUCT SPECIFICATIONS OR IN PRODUCT INSTRUCTIONS.

AMCi DOES NOT WARRANT THAT ANY DISPLAY, REPORT OR DATA PROVIDED OR GENERATED BY THE AMCi PRODUCT WILL BE CORRECT, USEFUL, RELIABLE OR ACCURATE OR USABLE IN CONNECTION WITH THE CUSTOMER'S PURPOSE OR USE. FURTHERMORE, AMCi DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE RESULTS OF SUCH DISPLAY, REPORT OR DATA. CUSTOMER ASSUMES LIABILITY AS TO USE OR RELIANCE OF THE DISPLAY, REPORTS OR DATA PROVIDED OR GENERATED IN CONNECTION WITH THE PRODUCT'S USE WITH RESPECT TO CUSTOMER'S ACTIVITIES OR PRACTICES.

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AMCi, OR AMCi'S AUTHORIZED REPRESENTATIVE, SHALL CREATE ANY WARRANTY BEYOND OR SUPPLEMENTING THE LIMITED WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY OR LIABILITY. SHOULD THE PRODUCT PROVE DEFECTIVE, CUSTOMER (AND NOT AMCi OR AMCi AUTHORIZED REPRESENTATIVE), EXCEPT AS RECITED HEREIN, ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION, WHICH IS BEYOND THE WARRANTY SCOPE RECITED HEREIN.

General Limitation of Liability: CUSTOMER'S SOLE REMEDY IN CONNECTION WITH THE PRODUCT, AND ITS USE, IS LIMITED TO THE RECITED LIMITED WARRANTY REMEDIES. WITH RESPECT TO ANY OTHER CLAIMS OR ACTIONS MADE UNDER THEORIES OF CONTRACT, TORT, NEGLIGENCE OR ANY OTHER ACTIONABLE LEGAL OR EQUITABLE CLAIM, IN CONNECTION WITH THE PRODUCT, OR ITS USE OR OPERATION OR ITS OUTPUT, OR ANY USE THEREOF, FOR ANY PURPOSE; AMCi SHALL, UNDER NO CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR ANY INJURIES OR DEATH TO ANY PERSON, OR DAMAGES TO ANY PERSONAL PROPERTY OR ANY REAL PROPERTY, OR FOR ANY COSTS OF RECOVERING ANY PROCESSED DATA OR INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF REVENUE OR PROFITS, LOSS OF DATA OR INFORMATION OR OTHER FINANCIAL LOSS, EVEN IF AMCi WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

THE LIMITED WARRANTY RECITED HEREIN GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE THAT MAY AFFECT CUSTOMER'S RIGHTS UNDER THE WARRANTY, WHERE STATE LAW IS CONTRARY AND DOES NOT ALLOW SUCH LIMITATION. IN NO EVENT SHALL AMCi's TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT. TO THE FULL EXTENT ALLOWED BY LAW, AMCi EXCLUDES FOR ITSELF, AND ITS DISTRIBUTORS OR RESELLERS, ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, OR DATA OR INFORMATION RESULTING THEREFROM, FAILURE, OPERATION OR INTERRUPTION OF THE USE OF CUSTOMER'S PRODUCTS, EVEN IF AMCi OR ITS AUTHORIZED DISTRIBUTOR OR RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Miscellaneous Disclaimers

AMCi reserves the right, in its sole discretion, to change, revise, limit, expand or otherwise alter the Limited Warranty terms, and any element thereof, and any of the terms and conditions recited herein, at any time with no notice required.

AMCi shall not be responsible for any handling fees, delays as a result of customs, import duties or tariffs in connection with customer's receipt of New Products or repaired or replacement Products.

Customer will defend, indemnify, and hold harmless AMCi, including subsidiary, parent, affiliate, associate or successor in interests entities, and any of its employees, consultants, contractors, distributors, suppliers or resellers, from and against any and all costs (including reasonable attorney's fees and court or administrative fees incurred), expenses, damages, losses, liabilities, penalties, or judgments attributable to any claims made or actions brought in connection with the Product, or in connection with customer's use of the Product for any purpose. Customer shall maintain Comprehensive Liability Insurance and Excess Liability Insurance to cover any event or occurrence that gives rise to claims or actions that may be brought in connection with the Product, or in connection with any Product used by customer for any purpose, or in connection with any use of the Product outside the scope of the Limited Warranty or beyond the expiration of the applicable Limited Warranty period.

The terms of the recited Limited Warranty and the Non-AMCi OEM Warranty and Expendable Item Warranty comprise the entire warranty available to customer by AMCi, and supersede any other warranties that customer requests under any other document, including any purchase orders, or document created or executed in connection with the Product. Further, the limitations of liability herein apply to any relationship with the customer under any agreement, contract or understanding, and supersede any term under any other document that attempts to remove the limitations of liability recited herein.

RETURNS POLICY. With prior approval in writing from Seller, Purchaser may return physical items on condition a restocking fee of 25% of the invoice amount is paid to Seller.

DATA. Purchaser acknowledges and agrees that Seller has the unlimited right to use and compile Customer's information and data.

PORTABILITY. Due to the proprietary nature of the firmware application loaded onto AMCi provided terminals, AMCi does not transfer products to other providers.