



Terms & Conditions - Warranty Policy

The following Terms and Conditions (the "Terms") apply to purchases products made through AAS Technology/ UTP Balun distributors. The terms "you", "your" and "yours" refer to the customer/purchaser purchasing products from AAS Technology/ UTP Balun. The terms "we", "us", "our" and "AAS Technology/ UTP Balun" refer to ADDITIONAL TECHNOLOGY SECURITY INC. dba: AAS Technology/ UTP Balun, a California corporation. Both parties agree that your order is an offer to purchase the Products according to the Terms listed below which will become a contract ("Agreement") when accepted by us via confirmation that specifically references your order or when we ship the Products to you ordered, whichever occurs first. By placing an order you agree to be bound by and accept these Terms. You represent that you are at least 18 years of age and have the legal authorizations to enter into this Agreement on behalf of yourself or any party you represent. This Agreement may not be altered, supplemented, or amended by the use of any other document(s). Any such attempt will be null and void unless otherwise agreed to in a written agreement signed by both parties. Terms are subject to change without prior notice at any time in AAS Technology/ UTP Balun sole discretion.

1. Order and Payment Terms. Your order for Products is not valid until accepted by AAS Technology/ UTP Balun. Your Payment for Products must be received in full before our acceptance of your order and our shipment of Products. Credit term application is required for credit term.

2. Product Availability. Limited stock is available. Our offers are valid while supplies last. Prices may fluctuate. Please check with your sales rep for availability. Products may not be available for immediate delivery. Accessories shown with Products are not included unless expressly stated.

3. Shipping Cost and Information. Please refer to performance invoice.

4. Title; Risk of Loss or Damage. Title to Product(s) other than software, passes from us to you upon shipment from AAS Technology/ UTP Balun facility. You assume all risk of loss or damage to all Products while in transit. In the event of Product damage or loss during transit, it is your responsibility to file a claim with the carrier. Title to any applicable software will remain with the licensor(s).

5. Warranties AAS Technology/ UTP Balun makes no warranties except those stated in the limited warranty statement included in the documentation with the product. Warranty periods and service vary by product. AAS Technology/ UTP Balun expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability and fitness for a particular purchase except to the extent expressly set forth in the applicable limited warranty. Some states do not allow exclusion or limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. We reserve the right to modify warranties prospectively at any time and from time to time in our sole discretion.

6. Product Warranties. Please refer to <http://www.utpbalun.com/policy.php> and download the RMA form.

7. Limitation of Liability. AAS Technology/ UTP Balun and its affiliates' total liability whether for breach of contract, warranty, late delivery or non-delivery, negligence, strict liability in tort or otherwise, is expressly limited to the price of the particular product(s) sold with respect to which losses or damages are claimed. Your sole remedy against them in any dispute under this agreement shall be to seek recovery of the amounts you have paid, pursuant to section 10, upon the payment of which they shall be released from and discharged of all further obligations and liability to you. In no event will either party be liable to the other for any incidental, special, indirect, exemplary, punitive or consequential damages, including, but not limited to, loss of anticipated profits or revenue, economic loss, loss of data, loss of use of the product/refurbished product or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, your time, the claims of third parties, and injury to property, regardless of the nature of the claim. Please also refer to the applicable limited warranty which may include additional limitations of liability. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

8. Governing Law/Waiver of Jury Trial. Sales shall be governed by and construed under the laws of the state of California, without giving effect to conflicts of law rules. Jurisdiction and venue for all disputes shall lie in City of Fremont, state of California, being the place where customers order has been received and/or accepted. The parties hereby waive trial by jury with respect to any dispute relating to this agreement or customers order. Any cause of action or claim you may have with respect to the AAS Technology/ UTP Balun web site (including but not limited to the purchase of products) must be commenced within one (1) year after the claim or cause of action arises.

9. Export Compliance. The hardware, software, and technology provided to you are subject to the U.S. Export Administration Regulations and may be subject to similar laws, regulations, or requirements in other countries. You agree to comply with the U.S. Export Administration Regulations and such other laws, regulations, or requirements as may apply to your receipt, re-export and use of the hardware, software, and technology provided to you. This provision shall survive the termination of this contract.

10. Compliance with the Law; Resale Sales. You agree to comply with all applicable laws and regulations of the various states and of the United States and other countries that relate to the Products or this Agreement. You are solely responsible for obtaining any licenses or other governmental authorizations related to your use of the Products that may be required by any federal, state or local government agency, and for complying with all rules and regulations imposed by such agencies. The Products are intended for purchase and use only in the United States. You agree and represent that you are buying for your own personal use only, and not for resale.

11. Typographical or other errors. We endeavor to accurately describe every Product offered for sale; however, mistakes can sometimes be made. Any typographical, photographic or specification error in Product description, pricing or offers is subject to correction and verification. In the event a AAS Technology/ UTP Balun product is listed at an incorrect price due to typographical error, error in pricing information or other error, AAS Technology/ UTP Balun shall have the right to refuse or cancel any orders placed for Products listed at the incorrect price. AAS Technology/ UTP Balun shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and accepted and your credit card has already been charged. If your credit card has already been charged for the purchase and you order is cancelled, AAS Technology/ UTP Balun shall issue a credit to your credit card account in the amount of the incorrect price.

12. Miscellaneous. If any provision contained in this Agreement is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality or unenforceability shall not affect the remaining provisions and portions of this Agreement. Failure of AAS Technology/ UTP Balun to insist upon strict performance of any provision hereof shall not be deemed a waiver of any other provision. AAS Technology/ UTP Balun shall not be liable for any delay or failure in performance caused by or resulting from fire, flood, earthquake, civil unrest, acts of war, embargoes, strikes, labor difficulties, equipment failures, computer viruses or errors or any other causes beyond the control of AAS Technology/ UTP Balun. We may revise these Terms at any time by updating the AAS Technology/ UTP Balun web site. We reserve the right to change prices, specifications, warranties and other Terms herein without notice. AAS Technology/ UTP Balun may assign its rights and duties under this Agreement to any party at any time without notice to you.

X _____
SIGNATURE

TITLE

PRINT NAME

DATE