



## RCAT Systems

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### RCAT Systems Terms and Conditions

1. Terms
  - Seller is defined as RCAT Systems.
  - Buyer is defined as customer, or individuals, persons, corporations & the like purchasing goods and services from RCAT Systems.
  - Product is defined as any item purchased from RCAT Systems.
  - All payments are due on shipment of sale, unless where credit is established, payment is net 30 days from the date of invoice. RCAT Systems reserves the right to revoke credit extended to any Buyer at any time, for reasons deemed sufficient by RCAT Systems. In order for terms to be established, first transaction payment must pre-paid.
  - Overdue payments shall be subject to the maximum allowable per law, or 1.5% per month, 18% annually.
2. Price/Taxes
  - Prices are subject to adjustment on varying specifications, quantities, shipping, or other terms/conditions that are not part of any original quotation of price.
  - All prices stated (except where noted) do not include any federal, government, state, local sales, use or excise taxes applicable to the product, equipment, or associated software which is sold to said Buyer. Buyer agrees to pay any required taxes upon sale of products.
  - All prices listed are in US dollars.
3. Delivery
  - All products are shipped FOB from origin.
  - Products held/stored for Buyer shall be at the sole risk of Buyer.
  - All ownership of, and risk of loss in respect to products shall pass onto Buyer upon delivery thereof by RCAT Systems to Buyer or any carrier for shipment to the Buyer of said products.
4. Shipment
  - Unless specified and agreed upon, RCAT Systems will select the carrier and ship the products to the Buyer's address listed on the Buyer's invoice or purchase order. RCAT Systems assumes no liability in conjunction with the shipment of the Product nor constitute any carrier as its agent. Buyer is responsible for making any claims with carriers for loss, damage, or delivery issues. All claims for shortage, damage, or loss of product must be made within thirty (30) days of shipment.
5. Warranty
  - RCAT SYSTEMS WARRANTS THAT EACH PRODUCT OF ITS MANUFACTURE SHALL BE FREE OF DEFECTS FOR A PERIOD OF 180 DAYS AFTER THE DATE OF PURCHASE. UNDER NO CIRCUMSTANCES SHALL RCAT SYSTEMS BE RESPONSIBLE FOR ANY DAMAGE TO THE PRODUCT WHICH IS CAUSED BY NEGLIGENCE, MISUSE, OR MISTREATMENT OF THE PRODUCT. ANY PRODUCTS MODIFIED OR ALTERED IN ANY WAY WILL NOT BE HONORED UNDER WARRANTY. THE WARRANTY OF REPLACEMENT SHALL TERMINATE WITH THE WARRANTY OF THE PRODUCT. PRODUCTS RETURNED TO RCAT SYSTEMS FOR WARRANTY SERVICE SHALL BE DONE SO AT THE EXPENSE OF THE BUYER. PRODUCTS RETURNED TO BUYER WILL BE DONE SO AT THE EXPENSE OF RCAT SYSTEMS.
6. Proprietary Rights
  - The Buyer acknowledges that RCAT Systems has proprietary interest and intellectual property rights in the Hardware, Software and/or Products it sells, unless mentioned otherwise. The Buyer shall not (i) remove any copyright, trademark, or evidence of RCAT Systems' ownership or proprietary interest or notices contained in or on the Products delivered, (ii) reproduce or modify any Software, Hardware, or Products or make any duplicates/copies thereof (iii) reverse engineer, reverse assemble, or decompile Software or Products or documentation thereof, except in accordance with this agreement.
7. Exports
  - The Buyer agrees that shall not export, or re-export the products furnished hereunder unless it is in compliance with the laws and regulations of the United States relating to such export.
8. Life Support Applications
  - Any Products sold by RCAT Systems shall not be used in any life-bearing or supporting situation or equipment or applications. Buyer assumes all risk for use in said applications and agrees to indemnify, and hold harmless RCAT Systems from any and all claims, damages, suits, or expense resulting from such use.
9. Governing Law
  - This Contract is made in, governed by, and shall be held in accordance to the law of the State of California, USA with regard to the provisions of the UN Convention on Contracts for the International Sale of Goods.
10. Limitation of Liability
  - THE OPERATOR OF THE PRODUCT AND/OR SYSTEM SHALL BE RESPONSIBLE FOR ITS OPERATION AT ALL TIMES. THE RCATS™ TELEMETRY DEVICE IS NOT CONSTITUTED AS FLIGHT-CRITICAL HARDWARE. A SWITCH SHALL BE INSTALLED TO OPERATE THE DEVICE SUCH THAT POWER TO THE UNIT CAN BE INTERRUPTED.
  - IN NO EVENT SHALL RCAT SYSTEMS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, BUSINESS INTERRUPTION, CATASTROPHIC, PUNITIVE, OR OTHER DAMAGES

WHICH MAY BE CLAIMED TO ARISE IN CONNECTION WITH THE HARDWARE OR PRODUCTS, REGARDLESS OF ANY LEGAL THEORY BEHIND SUCH CLAIMS, WHETHER IN CONTRACT, TORT, OR UNDER ANY APPLICABLE REGULATORY OR STATUTORY LAWS RULES, REGULATIONS, OR OTHERWISE. IN THE EVENT THAT REGARDLESS OF THE WARRANTY, DISCLAIMERS AND PROVISIONS HELD ABOVE, RCAT SYSTEMS IS SOMEHOW HELD LIABLE FOR ANY, THE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE PRICE OF THE PRODUCT PURCHASED BY THE BUYER HEREUNDER.

11. Entire Agreement, Contract, and Amendments

- These Terms and Conditions held herein constitute the entire Contract between the parties and supercede all previous oral or written communications, regardless of method. Any changes regarding this Contract will be made only upon a Mutual agreement of the parties in writing.