

Terms and Conditions

www.tremisnetwork.com

1. Terms of Sale
2. Order Placement
3. WebSpecials
4. Payment for hardware
5. Payment for Tremis service
6. Shipping Times, Charges and Taxes on Hardware
7. International Customers
8. Title and Risk of Loss
9. Claims for Missing or Damaged Goods
10. Limited Warranty
11. Indemnification
12. Order changes and cancellation policy
13. Thirty-Day Satisfaction Guarantee
14. Software
15. Governing Law
16. Disputes
17. Force Majeure
18. Export Restrictions
19. Severability
20. Entire Agreements

All Tremis branches and authorized resellers

This document contains the terms and conditions that apply to customer's purchases of products and services from www.tremisnetwork.com or any Tremis authorized distributor. Acceptance of customer's order is based on these terms and conditions of sale applying. By accepting delivery of products from www.tremisnetwork.com or any of our authorized distributors, a customer agrees to be bound and to accept these terms and conditions. These terms and conditions shall apply unless a customer and Tremis have signed a separate purchase agreement with different terms and conditions which expressly control.

1. Terms of Sale: For online transactions, payment is made through our paypal account or any other provided means on www.tremisnetwork.com **before** the delivery of goods and services. Payment can also be made through an agreement made between Tremis/ authorised resellers and customers. Tremis reserves the right at any time and for any reason to require payment in advance, or otherwise to modify, suspend, or terminate any credit terms previously extended to Customer. Tremis shall be entitled to refuse or delay shipments or installation for failure by Customer to pay within terms agreed.

All shipments are F.O.B. Origin. In the event that it becomes necessary for to pay for costs to clear shipments from customer/receiver's side, the customer agrees to pay such additional collection costs, charges, and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection.

Prices are subject to change without notice. Payments should be made according to the instructions on the face of the invoice, based on one of the forms of payment described in section 4 of this document.

2. Order Placement: Tremis will accept orders in person over the phone, through our sales agents or via mail. To place an order via telephone, please contact Tremis or any of our authorized distributors or sales representative. Find the contacts at www.tremisnetwork.com contact page. Our phone lines are open between the hours of 8:00 a.m. – 5:00 p.m.

3. Web Specials: from time-to-time, Tremis will offer special on line sales and discounted items. Inventory is limited. Specials are first come, first served; no rain checks are available on web special product(s).

4. Payment for Hardware: acceptable forms of payment include paypal or any other agreed means between the Tremis and the customer. All payments are in United States of America (USD), Europe (Euros), Ghana (Cedis) or Kenya (Kes) depending on the country of purchase.

5. Payment for Tremis Services: Tremis provides a variety of software options for monitoring, reporting and analyzing information collected by Tremis. If using a subscription based service, payments will be billed monthly, with the first services billed upon initiation of the service.

6. Shipping Times, Charges and Taxes on Hardware: For international customers, Our default shipping companies are DHL, TNT and UPS. Shipping times and means can be agreed between the Tremis and customers.

7. International Customers: Tremis is not responsible for any brokerage, customs fees, or country taxes. The actual value of all orders is indicated on the invoice, and restatements using lower values are not permitted.

8. Title and Risk of Loss: Title to products and risk of loss passes from Tremis to Customer upon shipment from our facilities and delivery of product to a common carrier. Title to software will remain with the applicable licensor(s).

9. Claims for Missing or Damaged Goods: any claims by Customer for omission of products in the shipped goods, shortages of product, or damaged goods in a shipment are waived by Customer unless Customer provides notice to Tremis within 15 days after Customer's receipt of shipment.

10. Limited Warranty:

(a) Tremis warrants that Tremis branded products will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery with respect to hardware and will materially conform to their published specifications for a period of one (1) year with respect to software.

Tremis may resell products manufactured by other entities and are subject to their individual warranties; Tremis will not enhance or extend those warranties. Tremis does not warrant that the software and hardware or any portion thereof is error free. Tremis will have no warranty obligation with respect to Products subjected to abuse, misuse, negligence or accident.

If any software or firmware incorporated in any Product fails to conform to the warranty set forth in this Section, Tremis shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after Tremis receives from Customer

(i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit Tremis to create such bug fix or software patch. If any hardware component of any Product fails to conform to the warranty in this Section, Tremis shall, at its option, refund the purchase price less any discounts, or repair or replace non-conforming Products with conforming Products or Products having substantially identical

form, fit, and function and deliver the repaired or replacement Product to a carrier for land shipment to customer within a reasonable period after Tremis receives from Customer

(i) notice of such non-conformance, and (ii) the non-conforming Product provided; however, if, in its opinion, Tremis cannot repair or replace on commercially reasonable terms it may choose to refund the purchase price. Repair parts and replacement products may be reconditioned or new. All replacement products and parts become the property of Tremis. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from Tremis a Return Material Authorization Number (RMA) prior to returning any Products to Tremis. Products returned under this Warranty must be unmodified.

Customer may return all Products for repair or replacement due to defects in original materials and workmanship if Tremis is notified within ninety (90) days of customer's receipt of the product. Tremis reserves the right to repair or replace products at its own and complete discretion. Products returned under this Warranty must be unmodified and in original packaging. Tremis reserves the right to refuse warranty repairs or replacements for any products that are damaged or not in original form. For products outside the ninety-day warranty period repair services are available at Tremis at standard labor rates for a period of one year from the Customer's original date of receipt.

(b) As a condition to Tremis obligations under the immediately preceding paragraphs, Customer shall return Products to be examined and replaced to Tremis facilities. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer shall bear the risk of loss for such return shipment and shall bear all shipping costs. Tremis shall deliver replacements for Products determined by Tremis to be properly returned, shall bear the risk of loss and such costs of shipment of repaired products or replacements, and shall credit Customer's reasonable costs of shipping such returned Products against future purchases.

(c) Tremis' sole obligation under the warranty described or set forth here shall be to repair or replace non-conforming products as set forth in the immediately preceding paragraph, or to refund the documented purchase price for non-conforming Products to Customer. Tremis' warranty obligations shall run solely to Customer, and Tremis shall have no obligation to customers of Customer or other users of the Products.

Limitation of Warranty and Remedies.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Tremis' LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL TREMIS BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING TREMIS' LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT

MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

IN ADDITION TO THE WARRANTIES DISCLAIMED ABOVE, TREMIS SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESSED, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, SERIOUS PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE APPLICATIONS.

11. Indemnification: Tremis has no liability for any claim, suit or action based in whole or in part upon or arising out of compliance with Customer's designs, specifications or instructions, modification of the Hardware or Software, or the combination of the Hardware or Software with products or items not furnished by Tremis. THIS SECTION STATES TREMIS ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT, OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY PATENT OR COPYRIGHT.

12. Order changes and cancellation policy:

- Orders for standard products
 - A "Standard Product" is any product that is generally available for purchase from Tremis and that has not been customized in some way. Accepted purchase orders for Standard Products are non-cancellable and the items are non-returnable (NC/NR); however, upon request and with written acknowledgement, the following adjustments may be made:
 - For orders scheduled to ship 45 to 59 days from the current date, the quantity of each line in the order can be decreased by an amount up to 25% of the original quantity.
 - For orders scheduled to ship 60 to 89 days from the current date, the quantity of each line in the order can be decreased by an amount up to 50% of the original quantity.
 - Orders scheduled to ship 90 days or more from the current date can be cancelled, in whole or in part, without penalty.
 - The quantity of any line item may, subject to Tremis acceptance and subject to product availability, be increased.
- Orders for Customized Products and Special Orders
 - A "Customized Product" is a Product that has been altered, at the request of the Customer, from its original form, fit or function. A "Special Order" is an order that exceeds the normal Tremis run rate for a particular product by 20%. Purchase orders accepted for Customized Products or Special Orders are non-cancellable and the items are non-returnable (NC/NR); however, upon request and with written acknowledgement, the following adjustment may be made:
 - For orders scheduled to ship within 59 days of the current date, the shipment date may be pushed out by a maximum of 30 calendar days from the original shipment date. The shipment date on an accepted

Purchase Order may be pushed out only once.

- General Provisions
 - Standard lead times apply to all orders.
 - Tremis may adjust pricing in cases where orders no longer meet the original annual volume commitments.
 - If the terms stated in this section conflict with terms in Tremis written acceptance of a purchase order, the terms of the acceptance will control.

13. Thirty-Day Satisfaction Guarantee: Customers may return Tremis Products for a 20% refund (less any sales tax, shipping/handling or expedite fees) if Seller is contacted within thirty days of the Customer's receipt of the product. Customer may return Products for credit, exchange, or a refund. Customer must obtain from Seller a Return Material Authorization Number (RMA) prior to returning any products to Seller. Products must be returned unmodified and in original packaging. Seller reserves the right to refuse return rights for any products that are damaged or not in original form. Volume orders are subject to a restocking fee.

14. Software: all software is owned by Tremis or a third party licensor who shall retain exclusive right, title and ownership of the software. Customer is granted a limited, personal, non-exclusive license, without the right to sublicense, to use the software only with the specific Tremis manufactured hardware that such software is intended to operate with or, if not for use with specific Tremis manufactured hardware, then for the use intended by the Product specification.

15. Governing Law. The United Nations Convention on Contracts for the International Sale of goods shall not apply. Customer agrees to comply with all applicable laws and regulations of the various countries where Tremis is sold.

16. Disputes. The parties agree that the courts of law in Tremis headquarters shall have exclusive jurisdiction over any claim, or dispute or controversy (whether in contract, tort or otherwise) against Tremis, its agents, employees, successors, assigns or affiliates arising out of or relating to this document, Tremis Products advertising, or any related purchase. Customer agrees to appear in any such action and hereby consents to the jurisdiction of such court.

17. Force Majeure. Tremis shall not be liable for any damages or penalty for delay in delivery or for any other failure to perform in accordance with the terms and conditions hereof if such delay or failure to perform is due in whole or in part to factors beyond Tremis reasonable control, including, but not limited to, delay in transportation or delay in delivery by Tremis vendor.

18. Export Restrictions. Customer agrees to comply with all applicable export control laws and regulations in Tremis Headquarters country concerning export and re-export of Products, technology and documentation, including without limitation, the laws and regulations administered.

19. Severability. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by Tremis. If any provision of these terms and conditions are held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this document (in the event of any inconsistency between these terms and conditions and any other related agreements between Customer and Tremis, the terms of this document shall prevail unless any other agreement(s) are signed by both parties and state its/their terms and conditions control).

20. Entire Agreement. The terms and conditions set forth herein constitute the entire agreement between Tremis and Customer. Tremis offer to sell is expressly limited to the terms stated herein. Tremis shall not be bound by any terms of Customer's order which add to, modify, or are in any way different from the terms set forth in this document.

Inquiries or questions relative to invoices for Tremis products should be directed to the sales department at e-mail: info@tremisnetwork.com

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