



## General Terms and Conditions of Sale

The following are the Terms and Conditions of sale ("Terms and Conditions") applicable to sales of products and services by OnLogic, Inc. (hereinafter "OnLogic") or any and all use of the [www.OnLogic.com](http://www.OnLogic.com) website by the site user or buyer ("You" or "Customer"). These terms shall govern the sale of OnLogic Products, Services and the support thereof. OnLogic expressly rejects any conflicting, standard, pre-printed or additional terms set forth in Customer's order or as otherwise referenced by Customer and in no event shall such terms or conditions apply to OnLogic's sale of Products or Services to Customer unless expressly agreed to in a separate written agreement signed by both OnLogic and Customer.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING ANY PRODUCTS OR SERVICES FROM ONLOGIC OR MAKING ANY USE OF ONLOGIC'S WEBSITE AT [WWW.ONLOGIC.COM](http://WWW.ONLOGIC.COM) or any other domains, or any site or other pages affiliated with OnLogic, (THE "ONLOGIC SITES"). BY PURCHASING ANY PRODUCTS OR SERVICES FROM ONLOGIC, OR BY USING THE ONLOGIC SITE, CUSTOMER HEREBY AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.

OnLogic reserves the right, at its discretion, to change these Terms and Conditions at any time.

- 1. OnLogic Content:** Customer acknowledges and agrees that all information and materials contained in the OnLogic Site or other OnLogic promotional or marketing materials, case studies, documentation accessible from the Site, trade names, trademarks or other intellectual property are Seller's exclusive property or the property of its licensors (the "OnLogic Content"). Except as permitted in this Section 1 below, no OnLogic Content may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Customer may use and download OnLogic Content in connection with Customer's use of the OnLogic Site to evaluate and purchase Products. In all circumstances, however, Customer agrees to: (i) keep intact all copyright, brand, trade name, trademark and other proprietary or intellectual property rights or notices, (ii) make no modifications to the OnLogic Content, and (iii) not copy, download, retrieve and/or store any quantities of OnLogic Content to a database server, or other computer that can be used to avoid future use of and/or downloads from the OnLogic Site or for any other purpose, commercial or otherwise, except as is set forth herein or may be expressly agreed to in writing by OnLogic.
- 2. Pricing:** Retail prices for Products are available on the OnLogic Site. Customers may request a Quote for volume orders of 5 or more units ("Volume Orders") or Proposal for Services. If a Quote or Proposal is issued by OnLogic, pricing is valid for 7 days unless otherwise expressly noted, and does not include shipping unless and except as expressly stated on or within a Quote or

Proposal. Prices are for minimum order quantities as stated. Prices are FOB South Burlington, VT, unless stated otherwise.

- 3. Acceptance of Orders:** OnLogic holds the right to accept, decline, refuse, or cancel an order for any reason. Receipt of an electronic confirmation does not signify OnLogic's acceptance of an order or confirmation of OnLogic's offer to sell. Terms of payment are at the discretion of OnLogic.

In the event of incorrect pricing or information due to typographical error, OnLogic can refuse or cancel the order. In this case, a refund will be issued immediately. OnLogic reserves the right to make exceptions to these Terms and Conditions.

- 4. Payment Terms:** OnLogic accepts the following payment methods: Visa, Master Card, Discover, American Express, and PayPal. OnLogic may accept International Credit Cards, COD, Check, Purchase Orders, and extends terms on a case-by-case basis and at OnLogic's sole discretion. OnLogic accepts wire transfers on orders over \$1,000. Customer agrees to pay applicable taxes, if any, including value-added, excise, all state and local sales and/or use taxes and personal property taxes, and any customs duties or charges imposed. Customer must claim any exemption from such taxes, fees or assessments at the time of purchase and provide the necessary supporting documentation. Any sales, use, or other applicable tax or fees or assessments is based on the location to which the order is shipped and individual State's requirements for the collection and remittance of such taxes or fees. Due to a warehouse and employees in Vermont, New York and North Carolina, unless presented with evidence of exemption, OnLogic is required to levy VT, NY and NC state sales tax on orders delivered within those states as well as other individual States as referenced above which require the levy and collection of such taxes. Orders from International customers may be subject to customs duties and/or brokerage fees. OnLogic requires payment prior to shipment, unless credit terms have been expressly granted and agreed to in writing. In the event OnLogic grants credit terms, such term shall begin upon the earlier of the shipping date or invoice date. Any sum not paid by Customer when due shall bear interest until paid at a rate of 1.5% per month (18% per annum) or the maximum rate permitted by law, whichever is less. If OnLogic brings an action for breach of these Terms and Conditions, including any action to enforce its right to payment, Customer shall be liable for OnLogic's reasonable attorneys' fees, costs, and expenses incurred in connection with such action.

- 5. Shipping:** Customer is responsible for all shipping and insurance charges. OnLogic will ship anywhere in the U.S., Canada and, at its discretion and under specific terms, to other international destinations. Provided items ordered are in stock, orders for Products consisting solely of Components priced individually by OnLogic ("Components") that are placed before 5 p.m. Eastern Standard Time usually ship the same business day if using UPS as the shipping method, but this is not guaranteed. Orders for computer systems ("Systems") usually require 3-5 full business days for building and testing. Volume Orders may take longer. Rush orders for Systems must be

placed by 1:00 p.m. Eastern Standard Time in order to ship by the end of business the next day. When shipping on a Customer's carrier account, Customer agrees to indemnify, reimburse and hold OnLogic harmless for any costs, fees or other liability imputed or charged to OnLogic by the carrier for Customer's failure to pay the relevant shipping charge(s).

Shipping and delivery dates are not guaranteed. Orders can be delayed because of payment, billing, or shipping verification in order to prevent fraudulent credit card transactions. Shipping closes at 5 p.m. eastern standard time for orders being shipped via UPS. For other shipping methods (DHL and USPS), shipping closes at 2 p.m. eastern standard time. Tracking numbers will automatically be sent to the Customer when the order has shipped. OnLogic does not process or ship orders on weekends or national holidays. OnLogic reserves the right to use an alternative shipping method due to weight restrictions. Shipping charges are non-refundable.

Products and Services purchased or received under these terms and conditions are subject to import and export laws and regulations of the United States of America or other applicable jurisdictions. Transfer of Title to Products and the Risk of Loss or damage during transit passes from OnLogic to Customer when ready for shipment and upon OnLogic's delivery of the Products to the carrier or Services deliverables to the Customer.

Bill and Hold: Any request by Customer to delay shipment of finished Products ready for shipment must be submitted to OnLogic in writing and must include the reasons for the request and a desired specific shipment date. Such requests shall be subject to approval by OnLogic, which shall not be unreasonably withheld if, in the sole discretion of OnLogic, it is practical to delay shipping, or the Products will be shipped to the designated address or location originally requested by Customer. Notwithstanding any language to the contrary in this Agreement, in the event of a request and approval to delay shipping of finished goods, Customer agrees and understands Transfer of Title and Risk of Loss to Products passes from OnLogic to Customer effective from the time of the request. Any such delay of shipment of finished goods shall not delay any and all payment terms and obligations.

International Shipping: For Customers outside of the United States, as the importer of record, Customer is responsible for any additional levies, duties, taxes and other customs fees required for clearance. These fees vary from country to country and change often, so we are unable to control or predict them. Please contact your local post/customs office for more information. OnLogic will not issue credit for any orders that are refused or abandoned.

- 6. Force Majeure:** Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean any cause preventing performance of an obligation under this Agreement (except for the payment of money) which is beyond the reasonable control of either party hereto, and which by the exercise of reasonable and customary due diligence, could not have been avoided or overcome, including without limitation, fire, flood,

sabotage, shipwreck, embargo, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts, tariffs, duties or other obligations imposed based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining components from suppliers, raw materials or transportation.

7. **Backorder Policy:** Products marked "Out of Stock" or "Expected" on the OnLogic Site can still be ordered. In the event that an item ordered is out of stock, OnLogic will notify Customer and provide updates as necessary. Availability of out-of-stock items is dependent upon the manufacturer. OnLogic will not split orders unless the Customer requests a split shipment and provides payment for each shipment.
8. **Order Changing or Canceling Policies:** All changes or cancellations must occur before the order is processed by OnLogic. Cancellation requests after this time may result in a cancellation fee of 5% on Components and 15% plus labor on Systems (excludes any tax charged). Products not offered on the OnLogic Site as standard Products ("Special Orders") and Volume Orders are non-returnable and non-cancelable. Customers may request to make a change to or cancel their order by contacting OnLogic during business hours. All orders for Services are non-cancellable and not subject to modification, except as expressly mutually agreed to by the parties.
9. **Return, Exchange and Refund Policies:** OnLogic will accept returned Products in accordance with these terms and conditions and Section 10: Return for Refund and Section 11: Warranty, below. All returns require an issued Return Merchandise Authorization (RMA) number. Unauthorized returns will be refused and returned to sender. To request an RMA, fill out a request online or call Support at 802 861 2300. RMA numbers are valid for 14 days. Customers are responsible for the cost of shipping and bear the Risk of Loss for the returned Products to OnLogic or to the OEM as may be specified by OnLogic. OnLogic will use UPS Ground shipping when sending replacement Products to domestic locations. Shipping costs are non-refundable. Returned product is considered abandoned property following 30 days with no response to Support communications.

Claims that the Product did not arrive must be made within 14 days after "item shipped" notification. Any claims or returns requested due to the Product was damaged upon arrival, missing, shortage, or incorrect product claims, at the fault of OnLogic or shipping company, must be made within 14 days of shipment.

10. **Return for Refund:** Subject to the exceptions and fees below, Customer may return Products for its convenience for a refund within 30 days of the ship date. All Components are subject to a 5% restocking fee. All Systems are subject to a 15% restocking fee. Shipping charges are non-refundable. Except in the event of a shipping error, Customers are responsible for the cost of shipping items back to OnLogic. The following Products and Fees are non-returnable and non-refundable:

- Products that have been defaced, modified, or physically damaged
- Products that have become non-functional due to user error, virus or other malware

- Products that have the warranty label/mark or serial number removed or altered by Customer
- Products returned without original retail packaging, or accessories (manual, CDs, cables, etc.)
- Software, including Software in Systems
- Expedited Assembly & Validation Fees
- Special Orders, Systems Volume Orders (5+ units) and Component Volume Orders (10+).

## 11. Warranties:

Product Warranty. Except when otherwise noted on the OnLogic Site, OnLogic warrants that all Products will be free from defects in materials and workmanship for a one-year period for components and a two-year period for built systems. Extended warranties may be available on select Products but any extended warranties will apply only if (i) expressly set forth in writing by OnLogic and (ii) paid for by Customer. If a Component or System appears to be non-functioning or defective, read this section and contact OnLogic technical support at 802 861 2300 or send an inquiry to support@onlogic.com. A OnLogic technician will contact you to discuss your issue and options.

If the Product is under warranty at the time Customer submits a warranty claim to OnLogic, and the warranty has not been voided, OnLogic will, at its sole option, either repair or replace the Product, or issue Customer a refund for the purchase price of the Product. In the case of discontinued items or those approaching end of life, a comparable replacement as determined by OnLogic, may be provided. The foregoing shall be Customer's sole remedy and OnLogic's sole liability under any warranty claim.

The warranty will be void if there is evidence of damage, misuse, or modification by the Customer. To avoid confusion between the parties, in the context of this clause, the meaning of "misuse" may include, but shall not be limited to any use or modification of the Products, whether in and of itself or in combination with other components, devices, software, application or environment which exceeds, or is outside the scope of the technical specifications or performance capabilities of the product and/or applications, as expressly stated in any product instructions, technical manuals, specifications or that which is or was expressly disclosed to and mutually understood and agreed to between the parties at the time of sale. The warranty does not extend to closeout items or 3rd party software and firmware. For warranty repairs, International customers must bear shipping costs to and from OnLogic and any duties, taxes, or brokerage fees associated with the RMA.

When items returned for repair are found to be working or when the warranty has been voided, the cost of shipping back to the Customer will be charged to the Customer. OnLogic cannot guarantee safekeeping of Customer data present on any data carrier device, such as hard drive, ssd, sd-card or comparable, as part of a return or RMA. Prior to sending in computer Systems, barebones products, or hard disk drives for repair, customers should backup all valuable data.



Notwithstanding any language above, components or products sourced by OnLogic from a third party for sale to Customer will be limited to the warranty extended by the original manufacturer.

Services Warranty. OnLogic warrants for a period of ninety (90) days following delivery of the applicable Services and all deliverables: (a) Services provided to Customer shall be performed by competent personnel in a workmanlike manner; (b) if providing Services at Customer's site(s), OnLogic and its employees and subcontractors performing the Services will comply with all applicable workplace regulations of Customer applicable to employees at the Site, provided that such regulations are in effect at the time the Services are performed and such regulations are made known to OnLogic; (c) Services provided do not and will not infringe, misappropriate or otherwise violate the intellectual property or other proprietary rights of any third party; and (d) OnLogic will comply with all applicable laws, rules and regulations while performing the Services.

Customer must notify OnLogic within thirty (30) days of the date Customer learns of the facts or circumstances giving rise to any claimed breach of any warranties. Customer's sole and exclusive remedy, and OnLogic's sole and exclusive remedy, for breach of any warranty shall be, at OnLogic's option, re-performance of the Services, or termination of the Agreement and return of the portion of the fees paid to OnLogic by Customer for such nonconforming Services. This disclaimer and exclusion shall apply even if the express warranty and limited remedy set forth above fails of its essential purpose. The warranty provided is subject to the limitation of liability set forth below.

**12. DISCLAIMER AND LIMITATION OF WARRANTIES:** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, ALL PRODUCTS ARE PROVIDED STRICTLY "AS IS," WITHOUT ANY WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

This disclaimer and exclusion shall apply even if the express warranty and limited remedy set forth above fails of its essential purpose. The warranty provided is subject to the limitation of liability and waiver of consequential and other damages set forth respectively, below.

The Products are not designed, intended or licensed for use in hazardous environments or applications requiring fail-safe or mission-critical controls, including without limitation, the design, construction, maintenance or operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, autonomous vehicle navigation, control or safety systems, medical devices, whether or not subject to FDA, EMA or other governmental agency or regulatory oversight, life support or weapons systems. OnLogic specifically disclaims any express or implied warranty of fitness for such purposes. No oral or written information or advice

given by OnLogic, its dealers, distributors, agents or employees shall create a warranty or in any way increase the scope of any warranty provided in the Agreement.

### **13. Limitation on Liability; Waiver of Consequential Damages:**

LIMITATION OF LIABILITY. THE AGGREGATE LIABILITY OF ONLOGIC, ITS SUPPLIERS AND ITS SUBCONTRACTORS IN CONNECTION WITH ANY CLAIM WHATSOEVER BROUGHT UNDER OR RELATED TO THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER TO ONLOGIC FOR THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. THE LIABILITY OF ONLOGIC, ITS SUPPLIERS AND ITS SUBCONTRACTORS SHALL BE CUMULATIVE AND NOT PER INCIDENT.

WAIVER OF CONSEQUENTIAL AND OTHER DAMAGES. IN NO EVENT SHALL EITHER ONLOGIC, ITS SUPPLIERS OR ITS SUBCONTRACTORS BE LIABLE FOR ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE EQUIPMENT, ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST OR DAMAGED DATA, OR ANY INDIRECT DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE ARISING IN ANY WAY OUT OF THE AGREEMENT OR THE TERMINATION THEREOF, EVEN IF ONLOGIC, ITS SUPPLIERS OR SUBCONTRACTORS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THE AGREEMENT.

**14. Customer Access, Security and Privacy Policy:** Customers can log into their OnLogic account at any time to obtain their order status. All online transactions through OnLogic are processed through our secure server and encrypted with 128-bit technology. Credit card payments are processed in real time through our payment gateway. Every order is examined by a OnLogic employee to protect OnLogic and its Customers from fraudulent transactions. Except at Customer's explicit request, OnLogic does not retain credit card information.

OnLogic will never sell or rent your personal information. Information provided is used solely for the fulfillment of your order and possible promotional notifications from OnLogic. The OnLogic Newsletter provides Customers with product updates, promotions, etc. Customers may unsubscribe to the newsletter at any time.

**DATA PRIVACY:** If and to the extent Customer's order information or other data provided to OnLogic contains any personal data of individuals located in the European Economic Area, OnLogic will be the data controller of such information and will process this data as set forth in our [Privacy Policy](#), which is hereby incorporated by reference and made a part of these Terms and Conditions of Sale, and applicable law. OnLogic will use reasonable efforts to cooperate with Customer in responding to any regulatory or data subject inquiries received by Customer about OnLogic's collection and processing of Personal Data from individuals located in the European Economic Area. Likewise, Customer will use reasonable efforts to cooperate with OnLogic in

responding to any regulatory or data subject inquiries received by OnLogic about Customer's collection and processing of Personal Data from individuals located in the European Economic Area.

Customer understands and agrees to comply with all applicable laws that relate to the collection, use and processing of personal data, including but not limited to the General Data Protection Regulation (GDPR) and other laws or regulations governing its data privacy and protection practices and policies. Customer understands and agrees, it is solely responsible for its policies and practices with respect to data privacy and shall indemnify, defend and hold OnLogic harmless with respect to: (a) Customer's failure to provide notices required by applicable law regarding its privacy practices, (b) for its collection, use or disclosure of data as required or contemplated in this agreement, or (c) data security or data use if OnLogic acts at Customer's explicit direction.

Notwithstanding the above, unless covered by a separate confidentiality or non-disclosure agreement, OnLogic reserves the right to identify the Customer Company Name by name and/or logos on OnLogic owned websites or other promotional materials. Any such reference shall not identify any purchase order or application details without Customer's express prior approval.

**15. Third Party Site Links and Trademarks:** The OnLogic Site may contain links to other sites on the Internet that are owned and operated by third parties. OnLogic is not responsible for the operation of or content located on or through any such site. All product names throughout this Site are trademarks or registered trademarks of their respective holders. All product names and company logos mentioned herein remain the trademarks of their respective owners.

**16. Insurance:** OnLogic has, for itself and any permitted subcontractor it engages, procured and will maintain with an insurance carrier, at OnLogic's expense, insurance coverages for General Liability, Personal Injury and Automobile Liability, in coverage amounts commensurate for OnLogic's industry.

**17. Indemnification:** Customer assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of Products supplied hereunder, including, but not limited to any injury or damage resulting from the use of Products in combination with other products, and agrees to hold harmless, defend and indemnify OnLogic, its contractors and subcontractors, from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such handling, possession, use or sale. The foregoing duty of Customer to hold harmless, defend and indemnify OnLogic shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of OnLogic.

**18. Ownership; Intellectual Property; Rights in Work Product:**

(a) The Parties agree and understand each party retains all right, title and interest (including all Proprietary Rights) in and to its Retained Intellectual Property. "Retained Intellectual Property"



consists of each party's concepts, data, designs, developments, documentation, drawings, hardware, improvements, information, inventions, processes, software, techniques, technology, tools, and any other intellectual property, and any third party licenses or other rights to use any of the foregoing, that (i) exists prior to the sale of Products or Services as contemplated herein; or (ii) are developed entirely independently by a party, at any time, without any use, knowledge of, or reference to, the other party's confidential information or other information obtained in connection with this Agreement. Except as may be expressly agreed to in writing between the parties, the Products and/or Services provided by OnLogic per this Agreement shall not be deemed a "Work for Hire" and no transfer of intellectual property rights from one party to the other shall occur except as expressly stated herein.

(b) Products and/or Services may include deliverables comprised of components, software programs, documentation, specifications, reports or other materials, including third party intellectual property that are either owned by OnLogic or licensed by OnLogic from its third party licensors (the "Deliverables"). OnLogic and its licensors retain all ownership rights in any and all pre-existing Intellectual Property whether in tangible or intangible form, and developed, acquired or prepared by OnLogic in the provision of its Products or Services, as applicable ("Collectively "Pre-Existing Rights") and Customer expressly agrees and understands any Deliverables are and shall remain owned exclusively by OnLogic or its licensors, as applicable). To the extent OnLogic's Pre-Existing Rights are embedded in or are an integral part of any goods, Products and/or work product or Deliverables provided to Customer under this Agreement AND subject to Customer's payment of all fees or amounts due to OnLogic and compliance with these terms and conditions and/or any additional terms as may be expressly agreed to by the parties, OnLogic grants to Customer and its subsidiaries and affiliates, a perpetual, royalty-free, irrevocable, worldwide, non-exclusive, transferable license (with the right to sub-license) to use and/or distribute all Products or Deliverables resulting from the provision of Services as referenced herein. Notwithstanding the foregoing, OnLogic retains the unrestricted right to use and adapt for use, in all future work for itself or third parties, any techniques, ideas, designs, software or other materials or information OnLogic develops or acquires in the course of performing the Services, without obligation to Customer, provided such use does not violate any restrictions on use of confidential information set forth below or pursuant to a separate confidentiality or non-disclosure agreement agreed to by the parties.

**19. Relationship:** OnLogic and Customer are independent from each other. No relationship of principal to agent, master or servant, employer to employee, or franchisor to franchisee is established hereby between us. Neither has the authority to bind the other or incur any obligation on behalf of the other.

**20. Applicable Law:** Any dispute arising from the services will be governed by, and construed in accordance with, the laws of the State of Vermont (excluding the United Nations Convention on Contracts for the International Sale of Goods) without regard to conflict of laws principles. Any proceeding brought under or related to these Terms and Conditions shall be brought solely and

exclusively in the state and federal courts located within the State of Vermont, and the parties expressly consent to the exclusive jurisdiction of such courts.

- 21. Notices:** Any notice, communication or statement required or permitted to be given hereunder shall be in writing and deemed to have been sufficiently given when delivered in person, by registered or certified mail, postage prepaid, return receipt requested, or by reputable overnight carrier. Notices to OnLogic shall be directed to OnLogic, 35 Thompson Street, South Burlington, Vermont, 05403 and notices to Customer shall be directed to the address listed in the Customer order to which these Terms and Conditions apply, or to such other address or addresses as either party may hereafter designate in writing.
- 22. Miscellaneous:** The failure of either party to enforce strict compliance with any provision of these terms and conditions shall not constitute a waiver of its right to enforce such provisions in the future or at a different time. To the extent one or more provisions of these terms and conditions are determined to be void, invalid or unenforceable as a matter of law, the remaining provisions shall remain in full force and effect.