

Terms & Conditions

Walker Wireless LLC

(888) 308-8500 Fax (419) 710-8235

www.walkerwirelessco.com

Payment Terms:

Upon credit approval: For projects with a total value under \$5000, the terms will be 100% due 30 days from shipment. For projects with a total value of over \$5,000, the terms will be 50% down payment due with order with the remaining 50% due net 30 from date of invoice, unless otherwise approved in writing by the Seller. Accounts without approved credit will have payment terms of 100% prior to shipment. Prices for Goods purchased do not include any applicable Federal, State, Local Sales, Customs, Duty or Excise Taxes or other surcharges unless specifically indicated. If the financial condition of the Buyer at any time, in the judgment of the Seller, does not warrant shipment of Goods ordered, the Seller may at its option require full or partial payment of any balance due prior to shipment or refuse to ship and terminate any order outstanding without any obligation of Seller to Buyer.

Delivery and Freight:

All Goods are sold F.O.B. point of shipment. Transportation to destination is Buyer's responsibility and Buyer alone shall bear the cost of freight, special elections/options and insurance payable by Buyer as billed. Each shipment will include insurance and will be prepaid by the Seller and billed to the Buyer. Seller's responsibility for the Goods shall terminate when Seller delivers such Goods to the shipper/carrier selected by Seller or to a shipper/carrier or other party designated by Buyer, and all risk of loss or damage shall immediately pass to Buyer. Buyer must make any and all claims for corrections or deductions within ten days of receipt of the Goods. Buyer shall not hold Seller liable for claims resulting from delay in shipment except in cases where these are accepted in writing by the Seller. Acceptance of delivery of Goods by the Buyer shall constitute a waiver of all claims for delay.

Late Fees and Penalties:

Seller expects all invoices to be paid in full by the due date. For any invoices that are past due, the Seller will apply a 3% penalty compounded for each 30 days past due.

Payments:

All remittances should be made to **Walker Wireless LLC, PO Box 635681, Cincinnati, OH 45263-5681.**

Design:

The Seller reserves the right to make design improvements or change product specifications without notice.

Warranty:

See following page.

Improper Installation or Misapplication:

The Seller is not responsible for damages to Seller's facility, equipment or products because of improper installation or misapplication of the Goods by Buyer. Installation or start-up of Seller's equipment or goods must be performed under adherence to Seller's verbal or written documentation, wiring diagrams, etc., or performed under the direct supervision of Seller's field service personnel or Seller's authorized agent in order for the Goods to be covered by Seller's warranty.

Return:

No Goods may be returned without Seller's permission and a RMA number. Seller assumes no responsibility for return shipments made without permission. In issuing credit for such shipments, Seller reserves the right to deduct a restocking charge dependent on the Seller's ability to recondition and resell the returned Goods.

Cancellation:

The Buyer may cancel an order only upon written consent of the Seller, but the Seller is entitled to reasonable cancellation charges including but not limited to labor, material, and overhead expenses. Seller reserves the right to deduct such cancellation charges from any advance payment received from Buyer.

Modifications or Additions of Terms and Conditions:

No modification of, addition to, or waiver of any of these terms and conditions stated herein shall be binding upon the Seller, except by written consent of the Seller.

Limited Warranty

HARDWARE: Walker Wireless, LLC., warrants to the original end user ("Customer") that this product will be free from defects in workmanship and materials, under normal use, for one year from the date of original purchase from Walker Wireless, LLC. or its authorized reseller. Walker Wireless, LLC.'s sole obligation under this express warranty shall be, at Walker Wireless, LLC.'s option and expense, to replace the product or part with a comparable product or part or repair the product or part. Replacement products or parts may be new or reconditioned. Walker Wireless, LLC. warrants any replaced or repaired product or part, and any hardware upgrade to which Customer is entitled under an agreement between Customer and Walker Wireless, LLC., for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer. All products or parts that are replaced become the property of Walker Wireless, LLC.

SOFTWARE: Walker Wireless, LLC. warrants to Customer that TrafficFlow, ID Logger, MC Display, ConceptOne Monitor, PointWare, PointView, OneSix, and Point Monitor software will perform in substantial conformance to their program specifications, for a period of ninety (90) days from the date of original purchase from Walker Wireless, LLC. or its authorized reseller. Walker Wireless, LLC. warrants the media containing software against failure during the warranty period. No updates are provided. Walker Wireless, LLC. does not provide any warranty for any third-party applications software that is licensed to Customer by the third party. Walker Wireless, LLC.'s sole obligation with respect to this express warranty shall be (at Walker Wireless, LLC.'s discretion) to refund the purchase price paid by Customer for any defective software product, or to replace any defective media with software, which substantially conforms to applicable Walker Wireless, LLC., specifications. Walker Wireless, LLC. makes no warranty or representation that its software products will meet Customer's requirements or will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

OBTAINING WARRANTY SERVICE: Customer must contact a Walker Wireless, LLC. Technical Support or Customer Service center within the applicable warranty period to obtain warranty service authorization. Dated proof of original purchase from Walker Wireless, LLC. or its authorized reseller will be required. Walker Wireless, LLC. is not responsible for Customer products or parts received without a warranty service authorization. In the United States, Walker Wireless, LLC. may ship a replacement product or part prior to receiving the original product or part ("advance exchange"). If advance exchange is not available, then the repaired product or part will be shipped as soon as reasonably possible, which will be no later than thirty (30) days after Walker Wireless, LLC. receives the original product or part. Repaired or replacement products will be shipped to Customer at Walker Wireless, LLC.'s expense. The repair and replacement process for products or parts in locations outside of the United States will vary depending on Customer's location.

Products or parts shipped by Customer to Walker Wireless, LLC. must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. When an advance exchange is provided and Customer fails to return the original product or part to Walker Wireless, LLC. within thirty (30) days from the date the warranty service authorization is issued, Walker Wireless, LLC. will charge Customer the then-current published catalog price of such product or part.

WARRANTIES EXCLUSIVE: IF THIS PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPLACEMENT OR REPAIR OF THE PRODUCT OR PART OR REFUND OF THE PURCHASE PRICE PAID, AT WALKER WIRELESS, LLC.'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. WALKER WIRELESS, LLC. NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. WALKER WIRELESS, LLC. SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR, OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD. THIS WARRANTY DOES NOT COVER PHYSICAL DAMAGE TO THE SURFACE OF THE PRODUCT, INCLUDING CRACKS OR SCRATCHES ON THE LCD TOUCHSCREEN OR OUTSIDE CASING. THIS WARRANTY DOES NOT APPLY WHEN THE MALFUNCTION RESULTS FROM THE USE OF THIS PRODUCT IN CONJUNCTION WITH ACCESSORIES, OTHER PRODUCTS, OR ANCILLARY OR PERIPHERAL EQUIPMENT AND WALKER WIRELESS, LLC. DETERMINES THAT THERE IS NO FAULT WITH THE PRODUCT ITSELF. THIS WARRANTY DOES NOT APPLY TO ANY MALFUNCTION OR FAILURE OF THE PRODUCT OR PART DUE TO ANY COMMUNICATION SERVICE CUSTOMER MAY SUBSCRIBE TO FOR USE WITH THE PRODUCT.

LIMITATION OF LIABILITY: TO THE FULL EXTENT ALLOWED BY LAW, WALKER WIRELESS, LLC. ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS 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, FAILURE, OR INTERRUPTION OF THIS PRODUCT, EVEN IF WALKER WIRELESS, LLC. OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT WALKER WIRELESS, LLC.'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

GOVERNING LAW: This Limited Warranty shall be governed by the laws of the State of Kentucky, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

Walker Wireless, LLC.
United States of America
(888) 308-8500
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