

WARRANTY

MTC Systems Products

- WARRANTY COVERAGE:** MTC Systems warrants to the original user of its products that the products will, at the date of initial purchase, meet the applicable specification for such products and will be free from any defects in materials or manufacture under normal use for the standard warranty period stated in the products warranty (see table below).
- DISCLAIMER OF WARRANTY OF PRODUCTSUITABILITY:** MTC Systems makes no warranty to the purchaser or any third party that its products are suitable for a particular application or design. Many states and localities have differing codes or regulations governing the installation and/or use of MTC System's products. MTC Systems cannot guarantee compliance with such regulations; purchaser is solely responsible for safe and correct installation and use of the product and for compliance with applicable codes and regulations.
- EXCLUSION OF IMPLIED WARRANTIES:** This warranty is the only warranty applicable to this product and excludes all other warranties, including any WARRANTY OF MERCHANTABILITY, any warranty of fitness for a particular purpose, and any implied warranties otherwise arising from cause of dealing or usage of trade.
- REMEDIES FOR NON-CONFORMITY:** If the product purchased does not conform to the applicable warranty, MTC Systems will provide at its option, and in accordance with the procedures in the following section, one of the following remedies: (1) repair of the non-conforming product, (2) replacement with a conforming product, (3) refund of the original purchase price. THESE REMEDIES SHALL BE THE EXCLUSIVE AND SOLE REMEDY for any breach of warranty.
- LIMITATION OF LIABILITY:** MTC SYSTEMS WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES resulting from any defect in the product purchased.

AVON 24 Powered Parts	Standard
Camera All in ONE Microphone	Parts + Labor 3 years
AVON24 Non-Powered Products	Standard
Non-Powered Cart Parts	Parts + Labor 3 Year
Batteries	Standard
Lithium Iron Phosphate (swappable)	Parts Only 3 Years

TERMS & CONDITIONS



MTC Systems Products

1. **TERMS OF PAYMENT:** Unless otherwise stated and subject to credit approval, terms of payment will be Net 30 days from the invoice date. Exceptions must be specified in writing and have the approval of MTC Systems. The warranty shall be void for any goods which have not been paid for within payment terms granted by MTC Systems. A finance charge of 1.5% per month will be levied for payment that extend beyond agreed upon terms.
2. **MINIMUM ORDER/RELEASE:** Minimum order or release accepted is \$100.00.
3. **FREIGHT TERMS:** All freight is prepaid and added to invoice. Domestic shipments: FOB Factory; International shipments: EX-Works Factory, freight quote subject to change based on destination, fuel surcharges, force majeure or guaranteed delivery window of expedited route. Special Delivery requests and requirements must be noted at the time of quote creation. Storage fees may apply in cases where order must be picked-up and a delay is recognized in excess of 48-hours after scheduled pick-up time. Freight amounts are not included for parts orders. Freight for parts orders will be calculated at the time of shipment and added to your final order invoice.
4. **TAXES:** Line item prices do not include sales, use or excise taxes; however, MTC Systems will assume buyer is subject to applicable sales and use taxes and include these taxes in total on buyer invoices at buyer's responsibility until buyer provides a valid tax exemption certificate for the jurisdiction where product is being shipped.
5. **PRICING:** MTC System reserves the right to adjust prices periodically as market conditions dictate. If any changes are necessary, customers will be notified 30 days in advance of adjustments. All quotes provided in U.S. dollars.
6. **DELAYS:** Any shipping date stated by MTC Systems is best estimate, and MTC Systems makes no guarantee of shipment by any date and shall have no liability or other obligation for failure to ship on such date, regardless of cause. In addition, MTC Systems shall not be liable for any loss or delay in delivery owing to strikes, accidents, earthquakes, war, embargoes, riots, civil disturbances, acts of government, fires, transportation delays, or any cause beyond its control.
7. **RISK OF LOSS AND INSPECTION:** Title and risk of loss pass to buyer on delivery to common carrier. If the product is damaged in transit to the purchaser, the purchaser should file a claim with the carrier. Purchaser shall inspect the products promptly upon receipt and immediately notify MTC Systems of any non-conformance issues.
8. **RETURNS:** An RMA (Return Material Authorization) is required for all returned goods and is available by contacting your Sales or Customer Service Representative. All non warranty returns are subject to a restocking charge of 25%. All non-warranty returned goods must be returned within 30-days of receipt, in original packaging, and in unused condition. "Non-standard", used, or items received beyond the 30-day return window will not be accepted.
9. **DISPUTES:** The parties will attempt in good faith to promptly resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. If unsuccessful, the parties will further attempt in good faith to settle the dispute by non-binding third-party mediation, with mediator fees and expenses apportioned equally to each side. Any dispute not so resolved by negotiation or mediation may then be submitted to a court of competent jurisdiction in accordance with the terms hereof. These procedures are the exclusive procedures for the resolution of all such disputes between the parties.
10. **GOVERNING LAW AND FORUM:** The agreement evidenced hereby and all disputes arising there under will be governed by and interpreted in accordance with the internal laws and will be subject to the exclusive jurisdiction of the courts of the state of Florida in the country of the United States of America in which Seller's principal place of business resides, but specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sales of Goods. Should any term or provision hereof beheld wholly or partly invalid or unenforceable under applicable law, the remainder of the agreement evidenced hereby will not be affected thereby.