

1. ORDER POLICY

- 1.1. All orders are subject to acceptance by Scannex and to the terms and conditions set out below.
- 1.2. Orders must be in writing and specify exact details and quantities.
- 1.3. Orders accepted by Scannex may not be cancelled without the express written consent of Scannex.
- 1.4. Products found to be defective in accordance with the standard Product warranty defined herein shall be processed in accordance with the warranty provisions.

2. PRICE POLICY

- 2.1. All prices are ex-works Scannex Richmond VA and exclusive of all freight and insurance charges and any applicable taxes, import, customs or other duties which shall be paid by the Purchaser.
- 2.2. Scannex reserves the right to change Product prices effective upon thirty (30) days prior written notice.

3. DELIVERY POLICY

- 3.1. Orders will normally be shipped within 48 hours after receipt of order except where a scheduled delivery is agreed in writing between the parties. Partial shipment will normally be made if the full order cannot be filled.
- 3.2. A delivery charge will be made for each shipment requested by the Purchaser.

4. PAYMENT POLICY

- 4.1. All orders received will be invoiced on proforma invoice for payment prior to delivery of Products except where satisfactory credit is established.
- 4.2. Where credit is established, which is at Scannex's sole discretion, all orders received shall be payable within thirty (30) days from invoice date. If Scannex does not receive a payment within that time, it may:
 - a) suspend deliveries until it has received payment in full of all outstanding sums; and or
 - b) withdraw credit facilities.

5. TITLE AND RISK

- 5.1. Title to the Products passes to the Purchaser only on receipt of full payment. Until title passes to the Purchaser, Scannex reserves all title in the Products, and may at any time enter the Purchaser's premises to recover such Products where any sum owing to Scannex remains unpaid.
- 5.2. Risk of loss for each specific shipment made to the Purchaser shall pass to the Purchaser upon delivery of the goods in that shipment to the Purchaser or his agents.

6. SPECIFICATIONS AND COMPLIANCE

- 6.1. Product specifications are subject to change without notice.
- 6.2. All Products comply with the applicable US and EU regulations for Electromagnetic Compatibility and Safety.

7. PROPRIETARY RIGHTS

- 7.1. Scannex retains for itself all proprietary rights, including manufacturing rights, in and to all designs, engineering details and other data, including firmware, pertaining to Products provided to the Purchaser.
- 7.2. The hardware design and firmware of the Products are copyright by and remain the exclusive property of Scannex, and may not be modified, adapted, translated, reverse engineered or disassembled.

8. MANUFACTURERS WARRANTY AND LIABILITY

Scannex warrants that the Products will be free from defect in material and workmanship under normal use and service within Fifteen (15) months from the date of the original delivery of the Products to the Purchaser.

Scannex's obligation under this Warranty shall be limited to making good at its factory, any part or parts thereof, which shall be returned to it with its prior written authorisation and with transportation charges prepaid and which its examination shall disclose to its satisfaction to have been defective. A re-test charge may apply to products that are found not to be defective.

This warranty shall not apply to any Products which have been subjected to misuse or negligence or accident or which have been repaired or altered outside of Scannex's factory.

Scannex assumes no risk or liability for results of the use of the Products purchased from it.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER OF QUALITY, FITNESS FOR PURPOSE, OR OTHERWISE, EXPRESS OR IMPLIED, AND ALL OTHER OBLIGATIONS OR LIABILITIES AND SCANNEX NEITHER ASSUMES, NOR AUTHORISES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF THE PRODUCTS.

Scannex will not be liable to the Purchaser or to any other person, whether in contract, tort (including negligence) or otherwise for:

- a) any direct loss or damage exceeding the value of the Products ordered causing such direct loss or damage; or
- b) any indirect or consequential loss, loss of profits, loss of business or sales, loss of anticipated savings, additional labour costs, loss of goodwill, loss of data, or any similar loss, cost or damage;

provided that nothing shall limit Scannex's liability to the Purchaser for death or personal injury caused by Scannex's negligence.

9. EXPORT CONTROL REGULATIONS

The Scannex ip.buffer range hardware & firmware have been declared exempt under US Export Control Regulations:

Hardware: ECCN 5A992 Firmware: ECCN 5D992 CCATS: G135797

It is your responsibility to check with your country's current laws before downloading and using the SSL firmware in the ip.buffer. If you are re-exporting products, it is your responsibility to comply with all local regulations. Scannex assumes no liability or responsibility for the use or misuse of the SSL variant.

10. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, U.S.A.

11. FORCE MAJEURE

Scannex's performance under this Agreement is subject to strikes affecting either materials, manufacture of Products or shipment thereof, fires, riots, acts of God, compliance with any government regulation or order, whether such regulation or order be valid or not, and all other causes, conditions or circumstances of like or unlike character, beyond Scannex's control. In no event shall Scannex be liable for any loss or damage resulting from any such cause, condition or circumstance.

12. SEVERABILITY AND WAIVER

- 12.1. If any part of this Agreement is held by a court of competent jurisdiction to be unenforceable the validity of the remainder of the Agreement shall not be affected.
- 12.2. Waiver of any provision herein shall not be deemed a waiver of any other provision.

13. ENTIRE AGREEMENT

This Agreement cancels and supersedes any and all agreements heretofore made between the parties relating to the sale of Scannex's Products.

In the absence of signature of these terms, the placing of any order for Products by the Purchaser shall constitute acceptance of these terms, and any terms put forward by the Purchaser will not apply. Any modifications hereof must be in writing and signed by both parties hereto.