

BALD Technologies Terms and Conditions

By placing an order in response to the included quote (the "Quote") or otherwise accepting Hardware Product or Support identified in the Quote, Customer acknowledges and accepts the following Terms and Conditions included with this Quote (collectively the "Agreement") as of the date of the Quote (the Effective Date").

WARRANTIES. Customer shall be entitled to warranty coverage solely as identified on this Quote.

SECTION A

1A. Limited Hardware Warranty. BALD Technologies warrants that the hardware equipment identified above (the "Hardware Product"), will perform substantially as described in the applicable Hardware Product documentation for a period of one year from the first day of the month after the Hardware Product is received by Customer (the "Limited Hardware Warranty Term"). Hardware Product that does not meet the Limited Hardware Warranty is subject to Return to Factory Support or, for an additional fee. Customer must (i) provide notice to BALD Technologies during the Limited Hardware Warranty Term, and (ii) upon request, provide proof of purchase including serial number of the Hardware Product and date of purchase. This Limited Hardware Warranty only applies if BALD Technologies is in receipt of full payment for the Hardware Product and only covers those defects that arise as a result of normal use of the Hardware Product. This warranty does not apply to any (a) software, (b) Hardware Product that has been damaged by negligence; abuse; accident; act of God; misuse; misapplication; incorrect line voltage; fluctuations and surges; failure to follow operating instructions; or improper installation (unless such installation was performed by BALD Technologies), or (c) Hardware Product that has been modified or had its seals broken or serial number removed or defaced.

2A. No Other Warranties. The express warranty stated in this Section A is the only express warranty to Customer and is provided in lieu of all other express or implied warranties and conditions (if any) including any created by any other statements, documentation or packaging. No other warranties or conditions are made with respect to the Hardware Product or the Limited Hardware Warranty by any person, including but not limited to BALD Technologies and its suppliers. No other information (oral or written) or suggestions given by BALD Technologies, its agents or suppliers or its employees, shall create a warranty or condition or expand the scope of the Limited Hardware Warranty stated in Section A. Also, there is no warranty or condition of title, quiet enjoyment, or non-infringement in the Hardware Product. Customer may have greater rights existing under legislation in Customer's jurisdiction. Where any term of the Limited Hardware Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Hardware shall remain in full force and effect.

SECTION B

1. Return to Factory Support – Customer must open a service ticket through emailing hello@baldtechnologies.com and request Return to Factory support for the Hardware Product. BALD Technologies will contact Customer to identify and verify a defect. BALD Technologies will repair or, at BALD Technologies sole discretion, replace defective Hardware Product. Customer is responsible for returning the Hardware Product for repair, using adequate packaging, such as the packaging included with the original product or its equivalent. Customer is responsible for paying all shipping charges to send the hardware Product back to BALD Technologies and must insure the shipment or accept the risk of loss or damage during transit. Upon receipt of the Hardware Product, BALD Technologies will verify the defect and use commercially reasonable efforts to perform necessary repairs within 5 business days. BALD Technologies will then ship the Hardware Product back to the Customer address of record. Return to Factory Support includes parts, labor, and return shipment of the Hardware Product back to Customer after repair. It does not include duties, customs fees, taxes or related costs.

2. Consultation and Problem Resolution – BALD Technologies shall provide consultation to Customer via email or telephone during normal business hours (Monday – Friday, 8am EST to 5pm, EST) to permit Customer to report problems and seek assistance in the use of the Hardware Product. BALD Technologies shall assist Customer in the diagnosis of Hardware Product issues.

3. Customer Cooperation – Customer agrees to cooperate with BALD Technologies: (a) to notify BALD Technologies promptly of any defect, error or Hardware Product malfunction and to submit to BALD Technologies such information that BALD Technologies may reasonably require to reproduce the error or Hardware Product malfunction and the operating conditions under which the error or Hardware Product malfunction was discovered; (b) to install, if requested by BALD Technologies and within Customer security guidelines, a network connection that will be made available to BALD Technologies for the purpose of resolving problems, reviewing Customer use of software , or for any other reasonable purpose, and (c) to notify BALD Technologies of any additional hardware or software not purchased from BALD Technologies that may be used in conjunction with the Hardware Product.

C. SUPPORT TERMS.

1. During the Limited Hardware Warranty Term, BALD Technologies provides Return to Factory Support under the terms of Sections A and B.
2. Any replacement Hardware Product may be either new or like-new, provided it has functionality at least equal to that of the Hardware Product being replaced.
3. Support for Hardware Products is dependent upon the availability of resources and materials. BALD Technologies will use commercially reasonable efforts to make necessary resources and materials available.
4. Consultation and Problem Resolution is provided in conjunction with Return to Factory Support.
5. Customer is responsible for any work necessary to prepare the site for BALD Technologies Product installation.
6. Customer acknowledges and agrees that to the extent that repair and/or replacement involves costs not covered under Return to Factory Support, Customer is responsible for all such costs.
7. Customer is responsible for disposing of any packaging debris, connecting the Hardware Product to the Customer's network or other hardware peripherals (e.g. enclosures, printers, cameras, etc...) and setting necessary passwords.
8. BALD Technologies will use ground shipping to ship Hardware Product and parts to Customer.

D. FEES.

- 1. Hardware Product.** For each Hardware Product, Customer must pay BALD Technologies the price set forth above. All orders for Hardware Products must be paid up front.
- 2. Support Services.** BALD Technologies Support is prepaid and nonrefundable and all fees and any applicable taxes are due upon acceptance of this Agreement. BALD Technologies must be in receipt of a purchase order, check, or other acceptable form of payment before BALD Technologies will begin providing Support. BALD Technologies invoices are payable upon receipt from the date of BALD Technologies invoice and will be directed to Customer's representative for payment at the address shown unless otherwise provided in a purchase order.

3. Finance Charges. Payment in full must be received by BALD Technologies 30 days from the date of BALD Technologies invoice. BALD Technologies may, at its option, assess a finance charge of the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest amount allowed by law, on all past due amounts. BALD Technologies will have no obligation to continue to provide Support if Customer fails to make timely payment.

E. LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. Customer can recover from BALD Technologies and its suppliers only direct damages up to the amount Customer paid. Customer cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to:

- Anything related to the Hardware Product or Limited Hardware Warranty;
- Hardware Product Support; and
- Claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if BALD Technologies knew or should have known about the possibility of the damages. The above limitation or exclusion may not apply to Customer because Customer's country may not allow the exclusion or limitation of incidental, consequential or other damages.

F. CONFIDENTIALITY. Any and all information identified by either Party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary ("Confidential Information"), will not be disclosed to any third person without the express consent of the other Party except under the terms of this Agreement for five (5) years following the date of its disclosure. These confidentiality obligations shall not apply to any information which is, or becomes, available to the general public other than through a breach by the receiving Party, or is developed through the independent efforts of the receiving Party. Either Party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such Party shall maintain the confidentiality of the Confidential Information. The term "residuals" means information in non-tangible form, which may be retained by persons who have had access to the Confidential Information. However, nothing in this paragraph shall be deemed to grant to either Party a license in the other Party's copyrights or patents. Either party may provide suggestions, comments or other feedback to the other with respect to the other's confidential information. Feedback is voluntary and the Party receiving feedback is not required to hold it in confidence. The Party receiving feedback will not disclose the source of feedback without the providing Party's consent. Feedback may be used for any purpose without obligation of any kind. BALD Technologies may use any technical information it derive from providing Services related to Hardware products for problem resolution, troubleshooting, product functionality enhancements and fixes, for its knowledge base. BALD Technologies agrees not to identify Customer's Confidential Information in any item in the knowledge base.

G. MISCELLANEOUS.

1. Sales Tax. All items listed on this Quote are subject to any and all sales taxes as applicable and mandates by local law, and will be levied on the final invoice.

2. Entire Agreement. This Agreement constitutes the parties' entire Agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. Any terms and conditions, maintained by Customer or its affiliates or contained in any purchase order will not apply. This Agreement may be amended only in writing when signed by both parties.

3. Applicable Law. If you acquired the Hardware Product in the United States, North Carolina state law governs the interpretation of this Agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

5. Termination. Either Party may terminate this Agreement if the other Party is (i) in material breach or default of any obligation that is not cured within 30 calendar days of notice of such breach or (ii) fails to pay an invoice that is more than 60 calendar days outstanding. You agree to pay all fees for Support Services performed and expenses incurred prior to termination. The sections regarding fees, confidentiality, no warranties, limitations of liability, termination, and miscellaneous of this Agreement, will survive any termination or expiration of this Agreement.