

TERMS & CONDITIONS

Para Systems, Inc. ("Para") will do its best to provide for the needs of its customers promptly and courteously regarding its line of Minuteman Power Technology products. Please read below for Para's standard terms and conditions.

PRICE

The prices listed on this invoice supersede any previously inferred or published pricing by Para. Para reserves the right to correct typographical errors. Para may accept or reject any order in its sole discretion.

FREIGHT & OTHER CHARGES

Freight delivery terms are FOB Origin. Unless the customer indicates a preference, Para will determine the freight mode and carrier. Freight charges are prepaid by Para and added to the invoice, plus a service/handling charge. Sales tax will be added as required by law. Shipments to locations other than the customer's warehouses or branch locations (drop shipments) are subject to a five percent (5%) service/handling charge.

Title to the goods and risk of damage or loss passes to the customer at the FOB point, and the customer is responsible for filing any freight claims for damage or loss. If an item is received with freight damage, it is very important the customer to note "Damaged Freight" on the carrier's bill before signing it. Failure to note damage on the bill may result in the carrier denying any related claim. Accepting partial shipments and refusing damaged cartons does not relieve the customer from risk of damage or loss. Shipments may be insured at the customer's request and expense. Para will reject any freight-damaged products returned to Para without a valid RMA number. Para will be the sole determining authority regarding the issuance of any refunds or credits for freight-damaged products.

PAYMENT & CREDIT TERMS

Para will determine, in its sole discretion, any extension of credit and credit limit. A customer's credit terms and credit limit depends on its credit history, trade references, financial statements and other information Para may require. Standard credit terms are Net 30 days from invoice date. Acceptable payment forms include company checks, certified checks, cashier's checks, wire transfer or ACH payments, depending on Para's credit decision. Major credit cards may be used only at the time of shipment in lieu of credit terms. Prepayment will be required for Non-Standard Products (specially ordered or custom products). The customer agrees to pay all amounts owed to Para on or before the due date specified on the invoice. Any unpaid or past due balances will be subject to interest charges. Interest shall be calculated from the invoice due date until paid at a rate equal to the lesser of one- and one-half percent (1.5%) per month, 18% per annum, or the highest lawful rate. Accounts placed for collection will have reasonable costs of collection, which may include attorney's fees, added to the amounts due to Para. Credit terms may be revoked in Para's discretion for reasons including, but not limited to, slow payment history or negative information received through a credit review. Sales are invoiced upon shipment and statements are sent to the customer upon request.

WARRANTIES

STANDARD WARRANTIES ARE PROVIDED FOR ALL PRODUCTS PARA SELLS. Customers may purchase an extended warranty to obtain a longer warranty period. A printed version of Para's warranty agreements is provided in the product's User Manual and online at minutemanups.com. Warranty claims must be processed according to the instructions in Para's warranty statement. **ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED.**

RETURNS & CLAIMS

Any product returned to Para must include a valid Return Material Authorization (RMA) number. To obtain an RMA, contact Para's Technical Support department at (800) 238-7272 or (972) 446-7363, or submit a request online at minutemanups.com/callrequest.php. Products purchased within 30 days after the invoice date, that are in NEW condition, including unmarked original packaging and packing material, manuals, and all accessories may request an RMA for a credit or refund. Authorized returns will be subject to a restocking charge of twenty-five percent (25%), with a minimum of \$25.00. Non-Standard Products and products that have been modified are not returnable. Product that is returned without approval may be refused and returned at the customer's expense. No refunds or credits will be issued until the product is received and passes Para's inspection.

Product defects experienced within the warranty period should be resolved by following the warranty claim instructions. Para will make a determination of credit issuance or replacement after the product is received and inspected.

If Para does not accept an order or makes a mistake in filling or shipping an order, Para's only liability is to refund any amounts the customer already paid. If a customer rightfully rejects all or part of the products before acceptance, then Para's only liability is, at Para's option, either (i) to permit the customer to return the products and receive a refund of any amounts already paid, or (ii) the repair or replacement of non-conforming goods. The customer has no right to offset. UNDER NO CIRCUMSTANCES WILL PARA BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.

APPLICATION

BY PLACING AN ORDER WITH PARA, YOU AGREE TO THESE TERMS AND CONDITIONS, AND NO MODIFICATIONS OR OTHER TERMS ARE BINDING ON PARA WITHOUT ITS PRIOR WRITTEN APPROVAL. TEXAS LAW APPLIES WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS.