

WANDERGUARD[®] TERMS OF SALE

1. ACCEPTANCE. This order is subject to acceptance by Senior Technologies, Inc. (STI) at its offices in Lincoln, Nebraska. Please allow four to six weeks for delivery of your order.

2. INSPECTION. Buyer shall inspect the goods immediately upon delivery. Failure to inspect within three days after delivery shall constitute a waiver of Buyer's rights of inspection and shall be equivalent to acceptance of the goods. GOODS MAY BE RETURNED AT BUYER'S EXPENSE TO STI, IN GOOD CONDITION FOR A FULL REFUND OF THE PURCHASE PRICE LESS INSTALLATION AND DELIVERY CHARGES WITHIN 30 DAYS FROM THE DATE SHIPPED BY STI. SIGNALING DEVICES AND CUSTOM PRODUCTS ARE NOT RETURNABLE FOR REFUND. BUYER MUST NOTIFY STI IN ADVANCE OF INTENT TO RETURN AND RECEIVE A RETURN AUTHORIZATION NUMBER PRIOR TO SHIPMENT OF GOODS TO STI. THIS RETURN AUTHORIZATION NUMBER MUST BE PRINTED ON ALL RETURNED PACKAGES.

3. PAYMENT. Payment in full for the product must accompany the Sales Order Form. Credit terms are available to qualified buyers. Delinquent accounts are subject to a 1 1/2 percent per month service charge where permitted by statute. STI retains a security interest in the goods covered by the Terms of Sale until all sums due hereinafter are fully paid.

4. ARBITRATION. Any controversy, dispute or claim of whatever nature arising out of, in connection with or related to this contract, or the interpretation, performance or breach thereof, or the provision of any services or goods hereunder, including without limitation any claim based on contract, tort or statute, shall be settled by final and binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association and conducted in Lincoln, Nebraska. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In any arbitration arising out of the enforcement of this agreement, the prevailing party shall be entitled to be reimbursed for reasonable attorney's fees and arbitration costs and fees and all other costs and expenses incurred.

5. WARRANTY AND DISCLAIMER. WanderGuard products are warranted to be free of manufacturing defects for a period of one year from the date of purchase. If any defects covered by this Warranty appear within the above stated one year period, STI will, at its option, repair or replace the defective component on an exchange basis with new or rebuilt parts at its expense, without charge for parts or labor upon delivery of such product to STI at Buyer's expense. EXCEPTION: Signaling Devices are warranted to be free of manufacturing defects at the time they are put in service as set out in the operating instructions. Because signaling devices are battery powered, **NO SPECIFIC LIFE IS GUARANTEED.** STI is not responsible for warranty service should the WanderGuard label or logo or the serial number be removed or should the WanderGuard product fail to be properly maintained or fail to function properly as a result of misuse, abuse, neglect, improper shipping or installation, incorrect wiring not our own, damage caused by disasters, such as fire, flood, and lightning, damage caused by faulty or leaking batteries not supplied by STI, service other than by STI or units in use in violation of instructions furnished by STI. Postage, insurance, or shipping costs incurred in presenting your WanderGuard product for warranty service are your responsibility.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF STI AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF BUYER AGAINST STI, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ITEMS OR SERVICES PURCHASED HEREUNDER, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF STI (WHETHER ACTIVE, PASSIVE, OR IMPUTED); AND (D) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OF, OR DAMAGE TO, ANY EQUIPMENT.

STI SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, FOR LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY BUYER, BUYER'S CUSTOMERS OR OTHER THIRD-PARTIES, FOR DAMAGES RESULTING FROM PERSONAL INJURY OR PROPERTY DAMAGE OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY ITEMS PROVIDED HEREUNDER.

6. ENTIRE AGREEMENT. No agent, employee, or representative of STI has any authority to bind STI to any affirmation, representation, or warranty concerning the products sold under this Terms of Sale, and unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included within this Terms of Sale, it shall not be enforceable by the buyer.

7. MODIFICATIONS. This Terms of Sale can be modified or amended only in writing, signed by both of the parties or their duly authorized agents. In the event of any inconsistency between the terms of any purchase order submitted by Buyer covering the goods described on the reverse hereof and the provisions of this agreement, the provisions of this agreement shall be controlling.

8. INDEMNITY. Buyer agrees to read and follow all operating instructions provided with the WanderGuard equipment and perform regular testing as specified in the operating instructions. If Buyer fails to comply with all operating instructions, testing requirements, and warnings accompanying the equipment, Buyer shall indemnify, defend and save STI, its agents and employees harmless from and against all claims, liabilities and civil penalties, including costs and expenses (including attorney's fees) incident to Buyer's failure to comply or incident to successfully establishing the right to indemnification for injury to or death of any person or persons, including employees of Buyer, or for loss of or damage to any property, including equipment, or for any incidental or consequential damages arising out of Buyer's failure to comply.

9. APPLICABLE LAW. This order shall be governed by and construed in accordance with the laws of the state of Nebraska.

Facility Name _____ State/ZIP _____

Authorized Signature _____ Date _____