

TERMS AND CONDITIONS

SALES POLICY

USSI reserves the right to refuse any order or agreement and it is not bound to honor it unless acknowledged in writing from the USSI home office in Northridge, California. All prices are subject to change without notice and are exclusive of any sales, use, excise, occupational, processing manufacturer's or similar tax imposed by any federal, state, municipal or other government authority. Any and all taxes applicable shall be in addition to the purchase price and shall be paid by the Buyer unless proof of exemption is supplied under this agreement. All orders are net 30 days subject to prior credit approval. The Buyer is liable for late charges for all amounts over 30 days old at 1.5% per month, 18 % annually (or the maximum amount allowed by law), whichever is lower. Any account with amounts exceeding 30 days of age will be subject to USSI's discretion of holding further shipments and/or any other action deemed appropriate until the account is cleared. All payments are accepted in U.S. currency only. Errors and omissions, including but not limited to stenographic and clerical errors, are subject to correction at any time without prejudice. For wire transfers, customers are responsible for applicable bank charges. USSI offers a wide variety of Standard equipment. At times our equipment is integrated into higher-order systems and occasionally modifications and/or adaptations are made for use with other manufacturer's equipment.

We consider that our obligation is solely to provide documentation on input and output protocol. The operating programs and software designs which are part of our systems are proprietary and represent a major capital investment and a valuable accumulation of unique knowledge gained through our years in the Industry. Our software is not for sale, nor are the flow charts, diagrams or documentation on our software available. Our published warranty covers USSI systems and components supplied to work together as a system. Any modification or integration of other components not supplied by us, voids or limits the warranty.

FIRMWARE/SOFTWARE LICENSE AGREEMENT

IMPORTANT NOTICE: This USSI End-User License Agreement is a legal agreement between you (either an individual or entity) and USSI for the use of its Interrogator Management and Suite software, associated media, printed material and online or electronic documentation. By installing Interrogator Management and Suite software, you agree with the terms and condition of this agreement. **DO NOT INSTALL Interrogator Management if you do NOT AGREE.**

INTERROGATOR MANAGEMENT LICENSE AGREEMENT

Copyright laws and international copyright treaties as well as intellectual property laws protect Interrogator Management and associated Suite software. The software is licensed and is not sold.

* USSI grants you the right to install and use one copy of Interrogator Management and Suite software on a single computer.

* You may not reverse engineer, disassemble or decompile Interrogator Management and any associated suite software.

* Interrogator Management and Suite software is licensed as a single product. Its component may not be separated and used on another computer.

LIMITED WARRANTY - Software

USSI warrants its Interrogator Management Software that (a) the software will perform substantially in accordance with the operating instructions for a period of 90 days from the date of receipt of the software. (b) Technical support will be provided by USSI with commercially reasonable efforts to solve any problems or issues.

USSI's and its suppliers' entire liability and your remedy shall be, at USSI's option, either (a) to return of the price paid for the product or (b) repair or replacement of the software.

LIMITED WARRANTY - Hardware

USSI (the "Company") warrants, to the original user, the hardware manufactured by the Company as advertised herein (the "Product") to be free of defects in material and workmanship for a period of one year from the date of purchase by such user if:

- i) the "Product" is registered with the "Company". "Products" not registered with the "Company", will only receive a 90 day warranty period from the date of purchase.
- ii.) the Company has been notified within such period by authorized return of any alleged defective Product free and clear of all liens and encumbrances to the Company or its authorized dealer at any of the addresses specified herein, transportation prepaid; and
- iii.) the Product has not been altered, abused, misused or improperly maintained and/or repaired during such period; and
- iv.) such defect has not been caused by ordinary wear and tear; and
- v.) such defect is not a result of Voltage surges/brown outs, lighting, water damage or flooding, fire, explosion, earthquakes, tornado's, acts of aggression or war, acts of God or similar phenomenon; and
- vi.) accessories used as integral to USSI systems have been approved by the factory (e.g., wire, batteries, etc.).

THE COMPANY MAKES NO OTHER WARRANTY, AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE EXPRESSED WARRANTY PERIOD AS SET FORTH ABOVE.

THE COMPANY'S MAXIMUM LIABILITY THEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM THE PRODUCT OR USE OF THE PRODUCT.

Some states do not allow limitations on incidental or consequential damages or for how long an implied warranty lasts. In that case, the above limitations may not apply

USSI reserves the right to make changes in design on any of its products without incurring any obligation to make the same change on units previously purchased.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, in no event shall USSI or its suppliers be liable for any special incident, indirect, or consequential damages whatsoever (including without limitation damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising from the use of or the inability to use the software product or the provisions of or failure to provide support services, even if USSI has been advised of the possibility of such damages. In any case, USSI's entire liability under any provision is limited to amount paid for the software as published in the then current price list.

MATERIAL RETURN AUTHORIZATION (MRA) PROCEDURE

Customer must first contact Customer Service for a Material Return Number regardless of whether the item is under warranty or the warranty period has elapsed. Contact information:

Tech support/Customer Service (818) 435-4022

Customers requesting repair must provide the following information before their request for repair can be authorized:

1. Purchase Order Number
2. Billing Address
3. Part Number and Serial Number of the item being returned
4. Shipping Address
5. Disposition
6. Contact Name

Customer will be assigned a "Material Return Authorization Number" or "MRA" number when their request is confirmed.

The MRA Number must be entered on all paperwork associated with equipment being returned. When equipment is received without an MRA Number, it will be refused and returned at customer's expense.

I. CUSTOMER'S RESPONSIBILITIES

1. Shipping Equipment

Customers are responsible for packing all equipment being returned for repair in the original boxes or equivalent, and must ship "PREPAID". The MRA number must appear on the shipped box.

2. Defective Equipment

Any customer modifications, misuse, abuse or act-of-God defects may cause repair charges to revert to a time and material charge basis.

3. In-Warranty Repair

If the item is still under factory warranty, the customer will only be held responsible for shipping costs provided that the particular item is determined to be serviceable.

4. Out-Of-Warranty Repair

The procedure for out-of warranty repair is the same for in-warranty repair. When requested by customers, repair charges, not to include freight or special service charges, may be quoted at the time of request for the MRA. All repaired equipment shall carry a thirty (30) day warranty as of the return ship date to the customer.

III. ROUTINE REPAIR TIME CYCLE

Under normal repair circumstances, repaired equipment will be returned to the customer within thirty (30) days.

If the repaired equipment is a non-USSI manufactured item, it will be repaired and returned within sixty (60) days.

IV. ADVANCE REPLACEMENT

Customers, upon contacting Customer Service for return/repair authorization, may at their option request that a replacement be shipped as soon as possible (the availability of equipment for this service will be governed by stock availability). An Advance replacement fee of 10% will be assessed on the cost of the item or any applicable repair charges for this service.

Replacement equipment shipped to customer becomes customer's property and returned defective equipment becomes the property of USSI. If the defective material is not repairable, the advance replacement will be charged at a spare-parts price.

CHANGES OR CANCELLATIONS

Orders changed or cancelled after production has been started will be charged an amount proportionate to the expense incurred by the factory, in addition to costs for special outside purchases, custom artwork, etc.

FREIGHT

INCOMING AND OUTGOING FREIGHT CHARGES, INCLUDING SPECIAL PACKING AND HANDLING EXPENSES WILL BE PAID BY THE CUSTOMER.

SOFTWARE WARRANTY

All software is sold on an AS IS basis without warranty. The sole obligation of USSI shall be to make available all published modifications which are published within one (1) year from the date of purchase,

that correct program problems, provided Purchaser (end user) has returned the Registration Form supplied with the software package.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL USSI CORPORATION BE LIABLE FOR CONSEQUENTIAL DAMAGES EVEN IF USSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow limitations on incidental or consequential damages or for how long an implied warranty lasts. In that case, the above limitations may not apply.

NON-WARRANTY SERVICE

USSI maintains a repair and service department at our headquarters' factory. In an effort to improve service and reduce the uncertainties of repair costs, we have adopted a "flat rate" schedule for repair of our most popular products. This flat rate service includes isolation repair and update of the unit where we deem practical to current manufacturing standards, complete test and alignment, "burn-in" and operational (non-cosmetic) quality assurance. Please contact Customer Service Department for details on rates and availability.

FREIGHT AND TITLE

All merchandise is shipped FOB USSI Factory. Claims for shortages and damages en route must be promptly filed with the delivery carrier. Customs and brokerage charges are at the customer's expense.

FACTORY SHIPMENTS

Unless otherwise designated by the customer, shipments will be routed by the most expeditious and reasonable method. Freight charges will be pre-paid and added to the invoice.

CLAIMS

Claims for the price adjustments must be submitted in writing to USSI's home office within 30 days from the date of invoice in question. Claims for a shortage or an incorrectly filled order must be submitted in writing within 10 days after receipt of shipment.

DELIVERY DATES

Orders will be assigned estimated ship dates based on product availability and the date USSI receives and accepts the order. We assume no responsibility for consequences related to delayed shipments for whatever reason.

GOVERNING LAW

The agreement between Buyer and Seller shall be governed by and interpreted in accordance with the laws of the State of California.