

Terms and Conditions

Upon Linx's request, Customer shall provide a statement of use, which shall include a statement as to the final destination of products purchased, prior to shipment of product.

Customer acknowledges and agrees that (a) Customer is solely responsible for the proper handling and actual use and incorporation of products, (b) Linx has no responsibility whatsoever for end-user products incorporating Linx products, (c) Customer will not incorporate any Linx products in end-user products which may be utilized in hazardous, mission critical, fail-safe or other applications which may involve the health or safety of life or property and (d) Customer will comply with all of the Product Safety Notices set forth below.

Customer agrees to comply with all relevant export laws and regulations of the United States of America and the country or territory in which the products are provided ("Export Laws") to insure that no product is exported, directly or indirectly, in violation of the Export Laws or intended to be used for any purposes prohibited by the Export Laws.

As between Linx and Customer, Linx retains all right, title and interest in and to the Linx products, including methodologies and other proprietary methods used in the products, and all intellectual property rights therein. Without limiting the foregoing, any developments, additions, enhancements, improvements, or derivatives of Linx's products shall be deemed owned exclusively by Linx. Customer acquires no rights in any of the foregoing. Customer retains the right to use, and to grant third parties the right to use the Linx products.

Prices quoted or charged by Linx are F.O.B. origin. Products will be packaged and shipped by common carrier unless otherwise agreed upon with Customer. Title and risk of loss will pass from Linx to Customer upon delivery to the shipper at Linx's dock. Customer shall promptly inspect and test all products upon receipt. Customer shall be deemed to have accepted all products unless Customer gives written notice of defective or non-conforming products within 15 days after receipt. Customer's notice shall describe the defect or non-conformity of the products. Repair or replacement of any Products Linx determines to be defective or non-conforming shall be in accordance with Linx's Limited Warranty and Exclusions as provided for below.

Linx will make reasonable attempts to accommodate changes to Customer orders, however additional charges for requested changes may apply. If the change or cancellation affects a quantity or other agreed discount extended, Customer agrees to pay for the difference between standard and the discounted price. Orders for custom products may not be changed or cancelled.

Customer shall pay Linx for product per terms indicated on the invoice without setoff or deduction. Any portion of any fee or other amount payable under this Agreement that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. All amounts payable shall be payable in U.S. dollars. Customer is responsible for payment of all applicable taxes and import/export customs duties and similar charges. Any penalties and interest, arising from the payment or non-payment of any such taxes or charges are the responsibility of the Customer. Upon Linx's request, Customer will provide to Linx official receipts issued by the appropriate authorities, or such other evidence as Linx may reasonably request, to establish that such taxes and fees have been paid.

Products returned to Linx must be accompanied by a valid Return Merchandise Authorization Number ("RMA#"), which may be obtained by calling Linx's Customer Service Department. RMA's may be subject to a 15% restocking fee. Products not bearing an RMA# may be returned at Customer's expense. Obsolete or end-of-life products, as determined by Linx, are ineligible for return.

Limited Warranty; Limitation on Liability; Indemnification

Linx Technologies is continually striving to improve the quality and function of its products. For this reason, we reserve the right to make changes to our products without notice. Conformance to specifications may be based on representative lot samples. Values may vary between lots and are not guaranteed. "Typical" parameters can and do vary over lots and application. Linx Technologies makes no guarantee, warranty, or representation regarding the suitability of any product for use in any specific application. It is Customer's responsibility to verify the suitability of the part for the intended application.

Linx warrants that its products will conform to Linx's published specifications and be free of defects in materials and workmanship for 90 days from the date of delivery when used in accordance with the guidelines and parameters specified by Linx. Linx does not warrant against defects arising from improper design, application, use, assembly practices, rework damage, exposure to moisture, impacts, excessive heat or cold, ESD, or overvoltage, or any other condition resulting from other than ordinary and appropriate usage. In the event warranty service is required, an RMA# must be obtained from Linx prior to return. Linx will assess Customer's returned product. If it is found to qualify for warranty status, Linx will, at Linx's election, repair or replace the product or refund the original purchase price paid.

LINX DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND NON-INFRINGEMENT. FOR THE AVOIDANCE OF DOUBT, LINX DOES NOT WARRANT THAT THE USE OF A PRODUCT IN ANY PARTICULAR APPLICATION WILL MEET THE CUSTOMER'S REQUIREMENTS.

IN NO EVENT SHALL LINX BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS

INTERRUPTION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LINX FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO LINX BY CUSTOMER FOR THE ORDER IN QUESTION. NO ACTION MAY BE BROUGHT BY CUSTOMER AGAINST LINX UNLESS COMMENCED BY CUSTOMER WITHIN ONE YEAR AFTER DELIVERY OF THE APPLICABLE PRODUCT.

Customer agrees to indemnify, hold harmless, and, at Linx's option, defend Linx from and against all losses, expenses (including reasonable attorneys' fees), damages, and liabilities resulting from (i) any claims made against Linx by any customers of Customer, and (ii) any claims made against Linx relating to defects in, or damages caused by, Customer's end-user products incorporating Linx products.

THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS.

Product Safety Notice

Linx radio frequency ("RF") products may be used to control machinery or devices remotely, including machinery or devices that can cause death, bodily injuries, and/or property damage if improperly or inadvertently triggered, particularly in industrial settings or other applications implicating life-safety concerns. Linx Technologies product is not intended for use in any application without redundancies where the safety or security of life or property is at risk. Consult Linx product documentation at www.linxtechnologies.com for additional safety and use information.

The customers and users of devices and machinery controlled with RF products must understand and must use all appropriate safety procedures in connection with the devices, including without limitation, using appropriate safety procedures to prevent inadvertent triggering by the user of the device and using appropriate security codes to prevent triggering of the remote controlled machine or device by users of other remote controllers.

DO NOT USE THIS OR ANY LINX PRODUCT TO TRIGGER AN ACTION DIRECTLY FROM THE DATA LINE OR RSSI WITHOUT A PROTOCOL OR ENCODER/DECODER TO VALIDATE THE DATA. Without validation, any signal from another unrelated transmitter in the environment received by the module could inadvertently trigger the action.

DO NOT US THIS OR ANY LINX PRODUCT IN ITS DEFAULT ADDRESS MODE. Some Linx products have default address setting for validation of RF transmissions. Another Linx module or remote nearby used in different application may be set to the same default address.

ALL RF PRODUCTS ARE SUSCEPTIBLE TO RF INTERFERENCE THAT CAN PREVENT COMMUNICATION. RF products without frequency agility or hopping implemented are more subject to interference.

DO NOT USE ANY LINX PRODUCT OVER THE DESIGN LIMITS. Excessive voltage or extended operation at the maximum voltage could cause product failure. Exceeding the reflow temperature profile could cause product failure which is not immediately evident.

DO NOT MAKE ANY PHYSICAL OR ELECTRICAL MODIFICATIONS TO ANY LINX PRODUCT. This will void the warranty and regulatory and UL certifications and may cause product failure which is not immediately evident.