

**ENTIRE CONTRACT:** All orders are accepted and all sales of products and services of Proto-Design, Inc. dba **Visiport** (hereinafter the "Seller") are made subject to the provisions of the written contract between us including the following provisions, or if no such contract exists, subject only to the terms on the invoice and the following provisions. In the event of any conflict between same and those submitted by the Buyer, the terms and conditions of Seller shall prevail. Unless specifically incorporated herein by reference, no written or oral understandings, representations, or warranties regarding the subject matter of this agreement and predating the date of this agreement shall have any effect. No changes or additions are effective unless agreed to by us in writing. To the extent that Buyer is a distributor of Seller's products; the terms of the distributor policy statement are incorporated herein by reference. To the extent that this invoice contains charges for service under a separate service agreement between Buyer and Seller, the terms of that service agreement are incorporated herein by reference.

**TERMS OF PAYMENT:** Net 30 days from date of invoice, unless otherwise stated on the invoice. All orders are subject to acceptance by Seller's offices in Redmond, Washington. Notwithstanding acceptance or acknowledgment thereof, all orders and all quotations are subject to approval by Seller of Buyer's credit; at Seller's option, terms of payment may be varied from those set forth herein. If Seller places collection of the amount due to it under this contract in the hands of an attorney after non-payment according to the terms hereof, Seller shall be entitled to a reasonable attorney's fees, which shall be added to the amount of any Court judgment entered in favor of Seller for the amount due under this contract. Any invoice unpaid after thirty (30) days shall bear interest at 18% per annum.

**DELIVERY AND FREIGHT:** Delivery of all goods is Ex Works our factory, unless otherwise stated on the invoice. Seller will pay freight on the order only if so stated on the invoice, and in so doing shall have the right to designate routing and means of transportation. Buyer may direct other routing and means; however, the Buyer will pay any extra costs involved. Domestic orders are shipped via UPS service unless acknowledged in writing by Seller. Buyers supplying a valid account number for collect charges may specify an alternate carrier. International orders, with the exception of credit card orders, are shipped freight collect via freight forwarder specified by Buyer. Actual shipping charges, duties, and taxes are the responsibility of the Buyer. Credit card orders can only be shipped via carriers using published rates. Seller is currently able to offer shipping for credit card orders through DHL, FedEx, or UPS. Unless specified, credit card orders will be shipped FedEx. Shipping charges are calculated for each shipment and added to the invoice billed to Buyer's credit card on date of shipment, unless Buyer specifies a valid account number for billing of freight charges.

**PRICES AND QUOTATIONS:** Prices are subject to change without notice, but any such changes shall not affect accepted orders scheduled for shipment within 30 days from the date the order is entered; prices of those products scheduled for shipment after 30 days from the date an order is accepted and entered shall be the published price in effect at the time of such scheduled shipment, but Buyer, by written notice to Seller within 5 days of receipt of a price increase, may elect to cancel the order for said products without charge in lieu of paying a higher price. Price quotations are firm for 30 days only.

**TAXES:** In the absence of proper evidence of exemption supplied to Seller, Buyer will reimburse Seller for all taxes, excise, or other charges which Seller may be required to pay any government (national, state, provincial, or local), except Income taxes, assessed upon the production, storage, sale, transportation, and/or use of the goods identified on the invoice.

**TECHNICAL ADVICE:** Any technical advice furnished before delivery regarding the use of goods is furnished on the basis that it represents our best judgment under the circumstances but that it is used at Buyer's sole risk. Notwithstanding any technical advice given, Buyer should test the application of Seller products to determine the suitability of the product for Buyer's intended use.

**DESIGNS AND PUBLISHED DATA:**

All designs and specifications are subject to change without notice. Such changes are not to be considered retroactive, and Seller assumes no responsibility for revisions of models already in the field. All data is sufficiently accurate for general use, but Seller assumes no responsibility for errors or omissions. Certified prints are available on request, at a reasonable charge.

**RETURNS:** All non-defective returns authorized by Seller are subject to a minimum 20% restocking fee. Only goods which are received within 90 days of original invoice date will be considered for credit. Credit will be based upon prices in effect at time of return or time of invoicing, whichever is lower, subject to deduction for handling, re-inspection, and any additional expense incurred in restoring goods to saleable condition, as determined by Seller's inspection. All return shipping charges must be prepaid. Used, damaged products, or products with missing packaging materials (hardware, literature, etc.) will be returned freight collect to the Sender. Products ordered to custom specifications are not returnable for credit or exchange. All returns require prior authorization and must be returned with all original packaging, accessories, and documentation. To request a Return Goods Authorization (RGA), please call +001 (425) 558-0200. RGA numbers are valid for 30 days. Incomplete or unauthorized returns will be refused and/or returned at Buyer's expense. Defective items will be repaired or replaced at Seller's sole discretion.

**WARRANTY AND LIMITATION OF LIABILITY:**

Seller warrants its products to be free from defects in materials and workmanship, without warranty for any specific application or use, for a period of one year (except glass products or mounting products not installed by Seller) from date of shipment by it to the original purchaser, its liability under this warranty being limited to repair, replacement, or credit allowance, at Seller's option, of any defective product or parts; Seller shall not be liable for any consequential injuries or damages or for claims for labor, loss of profit, repairs, or transportation or other expenses incidental to replacement of the material. This warranty shall not apply to any products which have been subject to misuse, misapplication, negligence, accident, modifications, tampering or instructional products used in an industrial application. This warranty is expressly in lieu of all other warranties, expressed or implied, and of all other obligations or liabilities on its part and no agent, representative or employee of Seller has any authority to extend the scope of this warranty or make any other representation, promise or guarantee in connection with the manufacture, sale or application of its products. Notice of merchandise received in a damaged condition shall be given to Seller within ten (10) days after delivery thereof, but the same shall not be returned to Seller until after notification to the carrier and inspection and examination thereof by a representative of the carrier and/or an inspection and examination by a representative of Seller. Any claim against Seller by a purchaser of goods and merchandise arising out of the condition or quality or quantity of said goods shall be made in writing to Seller within ten (10) days after the delivery of said goods and merchandise, and a failure to present such claim within the said ten (10) days shall constitute a waiver of such claim. Seller's only office for the transaction of business is at Redmond, Washington and only duly authorized officials of Seller at that place shall have the power to alter or amend the terms of any agreement binding upon Seller. No such amendment or alteration shall be binding upon Seller unless in writing and signed by such person.

**GOVERNING LAW:** All aspects of this agreement and its performance shall be governed by the law of the State of Washington, excluding the 1980 United Nations Convention on Contracts for the International Sale or Goods if otherwise applicable. The parties agree and consent that the Supreme Court of the State of Washington or United States District Court for the Western District of Washington shall have sole and exclusive jurisdiction of any dispute concerning the Agreement or its validity, construction, or performance, or the sale of goods and services hereunder.

**FORCE MAJEURE:** No liability shall result from any cause (including without limitation Acts of God, force majeure, labor trouble, inclement weather, shortage of or inability to obtain materials, equipment, or transportation, and/or orders of courts) beyond the reasonable control of the part affected. Either party may eliminate any quantities so affected, but this contract shall remain otherwise in effect. If Seller's supply of goods to be sold is limited by any such cause, Seller shall have the right to reduce or cancel in its entirety our commitment under this contract.

**MISCELLANEOUS:** This contract is not assignable or transferable without the prior written consent of the other party.