

Marktronix Corporation Policies, Warrantees, Terms and Conditions

HOURS OF OPERATION

If you would like product and pricing information, our Marktronix Telesales team is available to assist you Mon. through Fri., 9:00am – 5:00pm eastern at 1-866-677-5309. For order status information or other assistance with an order you have already placed with Marktronix, please contact Marktronix Sales Support online at www.marktronix.com or by phone at 1-866-677-5309 between the hours of 9:00am – 5:00pm eastern time Mon. through Fri.

U.S. SALES ONLY

The Marktronix sells and ships products only within the continental United States, Alaska, and Hawaii. No shipments can be made to APO or FPO addresses, United States territories, or addresses outside the United States. You may not export any products purchased through Marktronix.

SALES TO END USERS ONLY

The Marktronix sells and ships products to end user customers only.

RETURN & REFUND POLICY

If you are not satisfied with your purchase of product, please call 1-866-677-5309 for a Return Material Authorization (RMA) request within 15 calendar days of the receipt of the product. If the item is returned unopened in the original box, we will exchange it or offer you a refund based on your original method of payment. The product must be returned to Marktronix within 15 calendar days of the issuance of the RMA. All products must be packed in the original, unmarked packaging including any accessories, manuals, documentation and registration that shipped with the product. A 15% open box fee will be assessed on any opened hardware or accessory.

Please note that Marktronix does not permit the return of or offer refunds for the following products:

1. Product that is custom configured to your specifications
2. Opened memory
3. Opened software*
4. Electronic software downloads
5. Products clearly marked Non-Returnable in advertisement
6. Software Up to Date Program Products (SW upgrades)

*You may return software after rejecting the licensing terms, provided the software is not installed on a computer. However, software that contains a printed software license may not be returned if the seal or sticker on the software media packaging is broken.

NOTE: Marktronix recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) either insure your package for safe return to Marktronix or declare the full value of the shipment so that you are completely protected if the shipment is lost or damaged in transit. If you choose not to (1) use a carrier that offers tracking and (2) insure or declare the full value of the product, you will be responsible for any loss or damage to the product during shipping. Please note that the United States Postal Service (USPS) offers limited tracking capabilities and that there is a 30-calendar \0x1Aday waiting period before the USPS will initiate a trace.

Dead On Arrival (DOA) Product: Inoperative Out of the Box

Any Marktronix product is considered DOA if it shows symptoms of failure, preventing basic operability, upon its first use out of the box. If you believe that your product is DOA, please call Marktronix Care Technical Support at 1-866-677-5309 within 30 calendar days of the invoice date. Marktronix Care Technical Support will determine whether the product is DOA and offer you the following options:

Replacement: The same product that you ordered will be shipped to you at Marktronix's expense. Marktronix Care Technical Support will put you in touch with a Marktronix Sales Support Representative to set up a replacement order and provide the procedure for returning the DOA product.

Service: You may have the product repaired; however, once serviced, the product is no longer eligible for replacement.

Product must be deemed DOA by Marktronix Care Technical Support within 30 calendar days of the invoice date in order to receive a replacement unit.

DOA Terms and Conditions

This DOA policy applies only to Marktronix products currently offered at the Marktronix On-line Store. As new products are offered, Marktronix reserves the right to determine whether or not this policy applies.

If the product is deemed DOA by Marktronix Care Technical Support more than 30 calendar days after the invoice date, Marktronix's standard product warranty will apply.

If the product is deemed by Marktronix Care Technical Support NOT to be DOA, Marktronix's standard product warranty will apply.

Shipping will be arranged at Marktronix's expense for all products determined by Marktronix Care Technical Support to be DOA.

Marktronix reserves the right to test returned DOA product. If the condition of the product is misrepresented by the customer, Marktronix may impose a 25% handling fee.

DEFECTIVE ITEMS

Marktronix Products

If you discover what you believe is a product defect for any Marktronix product, please contact Marktronix Care Technical Support at 1-866-677-5309. Such a defect, if any, is covered under the terms of your product's warranty. Please refer to the warranty information and other supporting documentation that came with your product. (See Product Warranty section below for specific information about Marktronix's product warranties.)

ORDER CANCELLATIONS

Online Orders:

Orders of stock items may be cancelled at any time prior to processing for shipment. All stock items ship within 24 hours from the date you placed your order. Orders cancelled under this condition will be eligible for a full refund, unless otherwise specified during your order processing procedure.

Orders cancelled after the shipping process begins but before shipping occurs, will be subject to a handling charge of \$10.00 per order. No cancellation of orders is permitted if the order has been processed and shipped. You may return the order as described in our return policy.

You may cancel your order by telephone (1-800-866-677-5309) or email reception@marktronix.com.

Telephone Orders:

Telephone orders may be cancelled using the same guidelines outlined for Online orders.

Design & Engineering Services:

Once you have placed your order for any Design & Engineering, there are no cancellations. Cancellation of Designs will be charged 100% of the retainer fee.

Service Appointments:

Once an appointment has been scheduled for Service (repairs / installations / inspections / etc..), you have 3 business days to cancel your appointment before the scheduled date for no charge. Cancellations made less than 3 business days from date of scheduled appointment will be charged \$85 cancellation fee payable by credit card and/or on receipt of invoice, no exceptions.

Estimate & Consultation Appointments:

Once an appointment has been scheduled for an estimate or consultation, you have 2 business days to cancel your appointment before the scheduled date at no charge. Cancellations made the day before a scheduled appointment will be charged \$85 cancellation fee payable by credit card and/or on receipt of invoice, no exceptions.

Contract Cancellations:

A contract is any written acceptance by the customer for service work to be performed. A cancellation of a contract shall include:

1. Any change or deviations of work scope (where a "change work order" is not practicable or not accepted)
2. Any change or deviation to design specifications
3. Verbal and/or written cancellation of contract

Cancellations of a contract after written acceptance of the contract:

All deposits paid after contract acceptance or at time of contract acceptance are **non-refundable** 25% of the balance of the contract must be paid to Marktronix Corporation to cover losses on the contract and is payable by credit card and/or on receipt of invoice, no exceptions.

Materials and employee wages furnished up to date of cancellation are the responsibility of the customer and shall be paid for either from the deposit paid or from the contract balance fee of 25%.

ELECTRONIC SOFTWARE DOWNLOADS

Using a valid Marktronix Account, you can select downloadable software products for purchase at the Marktronix. At the time of checkout, we will obtain an authorization from the credit card you have provided the Marktronix. Once credit card authorization has been received, you will receive instructions in the form of a link to begin downloading your software.

If the transmission is interrupted in any way during download, you can use your Marktronix account and password to begin the downloading process again. Once you complete your order, you will receive a separate email acknowledgment that provides information about your purchase.

If credit card authorization is not received, you will receive instructions for completing your purchase. Please read the product information for Electronic Software Downloads carefully since software download purchases are non-refundable.

Electronic Software Download Sales Tax

Applicable sales tax will be charged for downloadable software purchases where required by local law in the jurisdiction where the purchaser resides.

PROOF OF PURCHASE

Marktronix will send you a confirmation of your order via email if you have included an email address with your order. If you have not included an email address, you will receive a confirmation of your order by regular mail when your order is shipped.

CUSTOM-CONFIGURED PRODUCT

We are pleased to offer product that is custom-configured to your specifications, and we encourage you to review your order carefully. Since the product is built to your specifications, the order cannot be changed, modified, or canceled once your order is in production.

PAYMENT METHODS

Credit Card

You may pay by credit card no matter which ordering method you use (Internet or phone). At the time your order is placed, Marktronix obtains a pre-approval from the credit card company for the amount of the order. Credit card billing occurs when your order ships.

Marktronix accepts Visa, MasterCard, American Express, and Discover cards.

PLEASE NOTE:

- We are unable to accept credit cards issued by banks outside of the United States.
- We do not accept debit cards and check cards.

For information about alternate payment options please review the cashier's check and wire transfer options listed in the following sections.

Credit Card Security Codes

The Marktronix requires the credit card security code for your card for any telephone or online purchase. The credit card security code is an individual three- or four-digit number specific to your credit card that may be printed on the face of your card above the embossed account number (if American Express), or on the back of your card, on the signature panel (if Visa, MasterCard or Discover). Asking for and confirming your credit card's security code helps validate that you - and only you - are in the possession of your credit card and protects you from unauthorized use of your account.

Cashier's Check or Money Order

The Marktronix accepts cashier's checks and money orders as valid forms of payment. Personal or business checks are not accepted. If you wish to pay by cashier's check or money order, you may order by phone at 1-866-677-5309. The cashier's check or money order must be payable to Marktronix Corporation, and include your web order number and/or a copy of your order. Please mail your payment to:

Marktronix Corporation

P.O. Box 730005

Ormond Beach, FL 32173-0005

Marktronix must receive your payment within 10 calendar days or your order will be canceled. Please allow 1 business day for order processing after Marktronix receives your payment.

Wire Transfer

The Marktronix accepts bank wire transfers as a valid form of payment. If you would like to use a wire transfer to pay for your order, please follow these steps:

1. Contact the Marktronix at 1-866-677-5309 and place an order by phone.
2. Obtain the final dollar total of your order including tax and any applicable shipping charges from the Marktronix representative.

3. Have your bank electronically transfer the total dollar amount of your order referencing your name and web order number to:
Marktronix Corporation c/o Wachovia Bank

Routing transit (ABA) #:

Account #:

Account Type: Lockbox

If your bank representative should have any questions, a Wachovia Bank representative for Marktronix's account may be reached at 1-800.

Processing time varies among banking institutions and can be delayed. Please allow 1 business day for the processing of your wire transfer.

SALES TAX

Marktronix purchases will include sales tax based on the ship-to location and the sales tax rate in effect at the time of shipping. If you phone in your order, the Marktronix sales representative will provide the final dollar total of your order including tax and any applicable shipping charges at the time you place your order. If the sales tax rate for the state to which your order is being shipped changes before the product is shipped, the new tax rate in effect at the time of shipment will apply. The proof of purchase that Marktronix mails to you will include any applicable sales tax.

TAX-EXEMPT ORDERS

If your order is being placed on behalf of a tax-exempt organization or individual, please call Marktronix Sales Support at 1-866-677-5309. Be prepared to provide proof of state tax-exempt status for the state where the product is being shipped. The organization or individual name on the order must exactly match the state tax-exempt certificate. Federal tax exemption certificates are not accepted.

SHIPPING OPTIONS

Marktronix offers 3 convenient shipping options.

1. **Standard Shipping:** This option is available on all orders over \$50.00 for no additional charge. Products shipped via standard service are normally delivered within five business days after shipment.
2. **2-Day Shipping:** For an additional charge, we offer this expedited shipping option on most of our products. Products shipped via two-day service prior to 5:00 p.m. EST are normally delivered by 4:30 p.m. local time two business days after shipment.
3. **Overnight Delivery:** For an additional charge, we offer this expedited shipping option on most of our products. Products shipped prior to 5:00 p.m. EST, via overnight service are normally delivered by 3:00 p.m. local time one business day after shipment. Overnight delivery is not available for orders shipping to Alaska and Hawaii.

Signature is required for delivery on orders over \$100 (one hundred dollars). If you will not be at the shipping address to accept delivery of your product, consider shipping the item to an address where someone you trust will be available to sign for your package. Please note that we are not able to adjust the shipping address once a package has left Marktronix's warehouse. Title and risk of loss to all products will pass to you on delivery.

Undeliverable Packages: Occasionally packages are returned to us as undeliverable. When the carrier returns an undeliverable package to us, please contact us to make arrangements for reshipment.

Failed Delivery Attempts: Most of our carriers make three attempts to deliver a package. After three delivery attempts, the package will be returned to us.

ORDER PROCESSING

The estimated shipment date on your order is based on product availability, payment processing time, and warehouse processing time and does not include transit time. Payment processing will not begin until we receive all the information we need and full payment or a full authorization, in the case of credit card and lease orders.

Orders placed on the weekend or on a holiday will begin payment processing the next business day. Orders for in-stock items that are eligible for same-day shipping must be received before your local time of 2:00 p.m., pending payment processing. Orders placed on the weekend or on a holiday will begin payment processing the next business day. Unanticipated changes in supply can affect product availability. Please confirm the estimated shipping lead time at the "Review Your Order" page for the most current availability information.

Business days are Monday through Friday, excluding federal holidays.

Please review the Product Availability section below for more information regarding order processing and product availability times.

PRICES

The Marktronix endeavors to offer you competitive prices on current Marktronix products and selected Sale and Marktronix Certified Reconditioned products. Your total order price will include the price of the product (on the day of shipping) plus any applicable sales tax and shipping charges. Marktronix reserves the right to change prices for products displayed at the Marktronix at any time.

Should Marktronix reduce its price on any shipped product within 10 calendar days of shipment, you may contact Marktronix Sales Support at 1-866-677-5309 to request a refund or credit of the difference between the price you were charged and the current selling price. To receive the refund or credit you must contact Marktronix within 14 business days of shipment.

PRODUCT AVAILABILITY

Order lead time is the length of time it will take us to validate your credit card, assemble the right products and package your order. Shipping time is the length of time it will take for the package to travel from our warehouse to your shipping address.

Marktronix makes every effort to ship your product according to the estimated lead times provided by the Marktronix at checkout. The estimated lead times are in business days (Monday through Friday) excluding Federal Reserve holidays. Lead times will begin the following business day for orders placed and credit cleared after 2 p.m. EST. Lead times quoted on the checkout page are for orders that are partially shipped - meaning items ship as soon as they are available. If you have requested a complete shipment, please add 3-4 additional days for transportation and order consolidation processing.

Although every effort is made to ship your order according to the lead time provided, shipping dates may change due to changes in supply. If the lead time changes, Marktronix will contact you via email and provide a revised shipping estimate.

Given the popularity of some products, Marktronix may restrict the number of such items that you may purchase. Any product limit restrictions will be posted on the Marktronix web site. This information is subject to change.

Marktronix endeavors to stay at the forefront of technological advancement. For this reason, Marktronix reserves the right to discontinue products without notice.

PRODUCT WARRANTY

All Marktronix hardware products, including clearance and refurbished products, carry a one-year Limited Warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty on new products, including its limitations and exclusions, before you purchase, by clicking the appropriate link below.

Non-Marktronix-branded/Third-party products are sold "AS IS" by Marktronix, but may be accompanied by their manufacturers' standard warranties. "AS IS" products are sold by Marktronix as is, where is, and with all faults, and without express or implied warranties from Marktronix. If you have questions about any manufacturers' warranties that accompany such products, please contact the manufacturer directly.

Note: Products sold through this Web site which do not bear the Marktronix Brand name are serviced and supported exclusively by their manufacturers in accordance with any terms and conditions packaged with the products (unless the third-party product is incorporated in an Marktronix-branded product). Marktronix's Limited Warranty does not apply to products that are not Marktronix-branded, even if packaged or sold with Marktronix products. Please contact the manufacturer directly for technical support and customer service.

MARKTRONIX SOFTWARE LICENSES

Your use of Marktronix-branded software is on the terms of the license in effect for the software at the time of purchase. You will be asked to agree to the terms of the applicable license at the time that you install the software. You may review examples of some of Marktronix's licenses, including limitations, by clicking the appropriate link below. Please be aware, however, that your purchase is subject to the particular license that accompanies the software and you must agree to the terms and conditions of that license when you install the software. That license may differ from the licenses you can review here. Be certain to read the applicable license carefully before you install the software.

OTHER TERMS AND CONDITIONS

Marktronix is not responsible for typographical errors.

Marktronix reserves the right to change the terms and conditions of sale at the Marktronix On-Line Store at any time.

All sales at the Marktronix On-Line Store are governed by Florida law, without giving effect to its conflict of law provisions.

No Marktronix employee or agent has the authority to vary any Marktronix's policies or the terms and conditions governing any sale.