



A Better Way
INNOVATIONS, LLC

ABW-A BETTER WAY INNOVATIONS, LLC

(herein referred to as ABW)
Terms & Conditions

United States

This document contains the terms and conditions that apply to Customer's purchases of Products from ABW . Acceptance of Customer's order is based on these terms and conditions of sale applying. By accepting delivery of products from ABW, Customer agrees to be bound and to accept these terms and conditions. These terms and conditions shall apply unless Customer and ABW have signed a separate purchase agreement with different terms and conditions which expressly control.

1. Terms of Sale: Payment terms are net 30 days from invoice date with approved credit. (To apply for credit, please contact ABW for a Credit Application. All accounts seeking credit or an Open Account, must agree to a Personal Guarantee. Please allow five (5) business days for the credit review to be conducted.) If credit has not been established with ABW, terms shall be designated as payment in advance. ABW reserves the right at any time and for any reason to require payment in advance, or otherwise to modify, suspend, or terminate any credit terms previously extended to Customer. ABW shall be entitled to refuse or delay shipments for failure by Customer to pay within terms any payments due ABW, whether on this or any other contract between ABW and Customer.

All shipments are F.O.B. Origin. The full purchase price shall be invoiced upon delivery to a common carrier. A 1.5% per month service charge, or the maximum permitted by law, whichever is less, may be added to delinquent accounts. In the event that it becomes necessary for ABW to incur collection costs to collect any amount due and payable, Customer agrees to pay such additional collection costs, charges and expenses, including attorney's fees if the account is placed in the hands of an attorney or an agency for collection. Prices are subject to change without notice. Payments should be made according to the instructions on the face of the invoice, based on one of the forms of payment described in section 4 of this document.

2. Order Placement: ABW will accept orders in person, over the phone, via email, via fax or via mail. To place an order via telephone, please contact your ABW sales representative at +1(256) 648-5172 between the hours of 8:00 a.m. – 5:00 p.m. HST (GMT-10), Hawaii Time. To mail a purchase order, please send it to the following address:
ABW

Attn: Sales
15 Poinciana Place
Lahaina, HI 96761 USA

3. Web Specials: From time-to-time, ABW will offer special online sales and discounted items. Inventory is limited. Specials are first come, first served; no rain checks are available on web special product(s).

4. Payment for Hardware: Acceptable forms of payment include credit card payment through our online store or via a sales associate (VISA, MasterCard, or Discover), check or money order. All payments are in United States of America (USD) currency only.

Orders paid via check will be held for a minimum of five (5) business days to allow for proper funding to occur.

5. Payment for Premium Monitoring Services: Payment for premium monitoring services shall proceed annually, with the first services billed upon initiation of the premium service on the ABW system.

Acceptable forms of payment include credit card payment through our online store or via a sales associate (VISA, MasterCard, or Discover), check or money order. All payments are in United States of America (USD) currency only.

Orders paid via check will be held for a minimum of five (5) business days to allow for proper funding to occur.

6. Cellular Gateway Service Plan/Agreement: Cellular gateways require activation of either a month-to-month or 2-year service agreement (paid monthly) unless otherwise noted. If a customer wishes to cancel a service agreement before the end date, an early termination fee will apply.

7. Payment for Cellular Gateway Service Plan: Cellular data fees are based upon a monthly, per megabyte usage with 1-megabyte minimum charged at the beginning of the monthly billing cycle. If data usage exceeds the (pre-paid) 1 megabyte (MB) allowance, automatic billing will occur for the next megabyte at that point (and so-on). Data usage resets at the beginning of the customers billing cycle each month. Customer is obligated to stay current with all cellular service plan fees. Failure to do so may result in suspension or termination of service, in which case, early termination fees or a reconnection fee may apply. Automatic billing will be applied to a credit card. If a credit card is not available, the customer will be invoiced. Manually generated cellular service invoices will incur a \$5 handling fee.

8. Shipping Times, Charges and Taxes on Hardware: Orders require preparation, testing & review. Most shipments will be made within 2 weeks. All orders are delivered Monday through Friday unless you call your sales representative at +1(801) 561-5555 in advance to request a Next Day Air Saturday delivery for an extra charge (please contact your sales representative to find out charges). Contact your ABW to determine your expedited rates if needed.

Separate charges for shipping (UPS, FedEx, DHL or USPS rates apply) and handling (\$5) will be shown on the invoice(s). ABW's preferred carrier is USPS Flat Rate Service, except Cone-Genie® must be shipped by Fed EX or UPS. Other carriers such as FedEx can be used for additional fees. If you are already established with another carrier and can provide ABW with a shipping number, ABW will ship via your specified carrier.

Unless Customer provides ABW with a valid and correct tax exemption certificate applicable to the product ship-to location prior to ABW's acceptance of the order, Customer is responsible for sales tax, any value added or import taxes associated with the order. If applicable, a separate charge for taxes will be itemized on the invoice.

9. International Customers: ABW is not responsible for any brokerage, customs fees, or country taxes. The actual value of all orders is indicated on the invoice, and restatements using lower values are not permitted.

10. Title and Risk of Loss: Title to products and risk of loss passes from ABW to Customer upon shipment from ABW's facilities and delivery of the product to a common carrier. Title to software will remain with the applicable licensor(s).

11. Claims for Missing or Damaged Goods: Any claims by Customer for the omission of products in the shipped goods, shortages of product, or damaged goods in a shipment are waived by Customer unless Customer provides notice to ABW within 15 days after Customer's receipt of shipment.

12. Limited Warranty:

(a) ABW warrants that ABW-branded Shop-Sentry & Home Sentry products will be free from defects in materials and workmanship for a period of three (3) years from the date of shipment, and with respect to hardware and will materially conform to their published specifications for a period of one (1) year with respect to software & one (1) Year on Cone-Genie products. ABW may resell sensors manufactured by other entities and

are subject to their individual warranties; ABW will not enhance or extend those warranties. ABW does not warrant that the software or any portion thereof is error free. ABW will have no warranty obligation with respect to Products subjected to abuse, misuse, negligence or accident. If any software or firmware included in any Product fails to conform to the warranty set forth in this Section, ABW shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after ABW receives from Customer (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit ABW to create such bug fix or software patch. If any hardware component of any Product fails to conform to the warranty in this Section, ABW shall, at its option, refund the purchase price less any discounts, or repair or replace non-conforming Products with conforming Products or Products having substantially identical form, fit, and function and deliver the repaired or replacement Product to a carrier for land shipment to customer within a reasonable period after ABW receives from Customer (i) notice of such non-conformance, and (ii) the non-conforming Product provided; however, if, in its opinion, ABW cannot repair or replace on commercially reasonable terms it may choose to refund the purchase price. Repair parts and replacement products may be reconditioned or new. All replacement products and parts become the property of ABW. Repaired or replacement products shall be subject to the warranty, if any remains, originally applicable to the product repaired or replaced. Customer must obtain from ABW a Return Material Authorization Number (RMA) prior to returning any Products to ABW. Products returned under this Warranty must be unmodified.

ABW reserves the right to repair or replace products at its own and complete discretion. Customer must obtain from ABW a Return Material Authorization Number (RMA) prior to returning any products to ABW. Products returned under this Warranty must be unmodified and in original packaging. ABW reserves the right to refuse warranty repairs or replacements for any products that are damaged or not in original form.

(b) As a condition to ABW's obligations under the immediately preceding paragraphs, Customer shall return Products to be examined and replaced to ABW's facilities, in shipping cartons which clearly display a valid RMA number provided by ABW. Customer acknowledges that replacement products may be repaired, refurbished or tested and found to be complying. Customer shall bear the risk of loss for such return shipment and shall bear all shipping costs. ABW shall deliver replacements for Products determined by ABW to be properly returned, shall bear the risk of loss and such costs of shipment of repaired products or replacements, and shall credit Customer's reasonable costs of shipping such returned Products against future purchases. Return of Cone-Genie® is at the cost of purchaser and subject to a 10% restocking fee.

(c) ABW's sole obligation under the warranty described or set forth here shall be to repair or replace non-conforming products as set forth in the immediately preceding paragraph or to refund the documented purchase price for non-conforming Products to Customer. ABW's warranty obligations shall run solely to Customer, and ABW shall have no obligation to customers of Customer or other users of the Products.

Limitation of Warranty and Remedies.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO PRODUCTS PURCHASED BY CUSTOMER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. YOU ACKNOWLEDGE AND AGREE THAT THE PRODUCTS AND SERVICES FURNISHED BY ABW ARE NOT GUARANTEED TO BE UNINTERRUPTED OR ERROR-FREE. ADDITIONALLY, YOU AGREE THAT WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY; BY WIRELESS CARRIERS, DATA CENTERS, BUILDINGS, ACCIDENTS, HILLS, NETWORK CONGESTION, TUNNELS, TOWERS, WEATHER OR OTHER THINGS WE DON'T CONTROL; OR BY ANY ACT OF GOD. FURTHERMORE, ABW SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY AND WARRANTIES, IMPLIED OR EXPRESSED, FOR USES REQUIRING FAIL-SAFE PERFORMANCE IN WHICH FAILURE OF A PRODUCT COULD LEAD TO DEATH, SERIOUS PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE SUCH AS, BUT NOT LIMITED TO, LIFE SUPPORT OR MEDICAL DEVICES OR NUCLEAR APPLICATIONS. PRODUCTS ARE NOT DESIGNED FOR AND SHOULD NOT BE USED IN ANY OF THESE APPLICATIONS. IF YOU NEVERTHELESS CHOOSE TO USE THE PRODUCTS, SOFTWARE, AND/OR SERVICES IN SUCH ACTIVITIES, YOU MUST NOT RELY ON THEM AS YOUR SOLE OR PRIMARY SOURCE OF MONITORING.

ABW'S TOTAL AGGREGATE LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL ABW BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PRICE STATED FOR THE PRODUCTS IS A CONSIDERATION IN LIMITING ABW'S LIABILITY. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT

MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

13. Publicity: Customer agrees that ABW may use Customer's name and logo in presentations, marketing materials, customer lists, financial reports, and Web site listings of customers. If Customer prefers that their name and/or logo not be used, they must notify ABW. If Customer wishes to use ABW's trade names, trademarks, service marks, logos, domain names and other distinctive brand features ("Brand Features"), Customer may do so, so long as such use is in compliance with this Agreement.

14. Indemnification: ABW shall defend or settle any claim, suit, or action against Customer based on an allegation that any Product purchased by Customer from ABW infringes any third party's U.S. patent or copyright; provided, that Customer has made no modification or alterations to the product and that Customer gives ABW prompt written notice of any claim or suit, sole authority to defend or settle as it sees fit, and full cooperation. ABW may, at its sole option and expense (i) procure for Customer the right to continue using the product (ii) modify the product so that it is non-infringing (iii) procure a replacement product that has substantially the same functionality, or if none of the above options is reasonably available (iv) refund to customer the purchase price originally paid less a use credit for the period of use.

ABW has no liability for any claim, suit or action based in whole or in part upon or arising out of compliance with Customer's designs, specifications or instructions, modification of the Hardware or Software, or the combination of the Hardware or Software with products or items not furnished by ABW. THIS SECTION STATES ABW'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM, SUIT, OR ACTION ALLEGING INFRINGEMENT OF ANY THIRD PARTY PATENT OR COPYRIGHT.

15. Order changes and cancellation policy:

- Orders for standard products
 - Changes may be made to an order within 24 hours of confirmation. Each item changed or canceled after 24 hours will incur a 10% restocking fee. These changes also make the order subject to new lead times at the time of the change—rather than lead times when the originally quoted when the order was received.
- Orders for Customized Products and Special Orders
 - A "Customized Product" is a Product that has been altered, at the request of the Customer, from its original form, fit or function. A "Special Order" is an order that exceeds the normal ABW run rate for a particular product by 20%. Purchase orders accepted for Customized Products or Special Orders are non-cancellable, non-returnable (NC/NR);
- General Provisions
 - Standard lead times apply to all orders unless a specific lead time is quoted at the time of the order.
 - ABW may adjust pricing in cases where orders no longer meet the original annual volume commitments.
 - If the terms stated in this section conflict with terms in ABW's written acceptance of a purchase order, the terms of the acceptance will control.

16. Thirty-Day Satisfaction Guarantee: Customers may return ABW Products for a refund (less 15% restocking fee on Shop-Sentry™ items and 10% on Cone Genie® items, sales tax, shipping/handling and any expedite fees) if Seller is contacted within twenty days of the Customer's receipt of the product. Customer may return Products for credit, exchange, or a refund. Returns after 20 days will be evaluated on a case-by-case basis. Customer must obtain from Seller a Return Material Authorization Number (RMA) prior to returning any products to Seller. Products must be returned unmodified and in original packaging. Seller reserves the right to refuse return rights for any products that are damaged or not in original form. Volume orders are subject to a restocking fee.

17. Software: All software is owned by ABW or a third party licensor who shall retain the exclusive right, title, and ownership of the software. Customer is granted a limited, personal, non-exclusive license, without the right to sublicense, to use the software only with the specific ABW manufactured hardware that such software is intended to operate with or, if not for use with specific ABW manufactured hardware, then for the use intended by the Product specification.

18. Governing Law. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF HAWAII. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. Additionally, Customer agrees to comply with all United States laws concerning export or re-export of products and related technology and documentation.

19. Compliance with Laws. All ABW products and publications are commercial in nature. The software, publications, and software documentation available on this website are "Commercial Items", as that term is defined in 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are defined in 48 C.F.R. §252.227-7014(a)(5) and 48 C.F.R. §252.227-7014(a)(1), and used in 48 C.F.R. §12.212 and 48 C.F.R. 227.7202, as applicable. Pursuant to 48 C.F.R. §12.212, 48 C.F.R. §252.227-7015, 48 C.F.R. §227.7202 through 227.7202-4, 48 C.F.R. §52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, ABW's publications, commercial computer software, and commercial computer software documentation are distributed and licensed to United States Government end users with only those rights as granted to all other end users, according to the terms and conditions contained in the license agreements that accompany the products and software documentation, and the terms and conditions herein.

These commodities, technology or software are exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited.

20. Export Restrictions. Customer agrees to comply with all applicable United States export control laws and regulations concerning export and re-export of Products, technology, and documentation, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

21. Disputes. The parties agree that the courts of the State of Hawaii shall have exclusive jurisdiction over any claim or dispute or controversy (whether in contract, tort or otherwise) against ABW, its agents, employees, successors, assigns or affiliates arising out of or relating to this document, ABW's Products advertising, or any related purchase. Customer agrees to appear in any such action and hereby consents to the jurisdiction of such court.

22. Force Majeure. ABW shall not be liable for any damages or penalty for delay in delivery or for any other failure to perform in accordance with the terms and conditions hereof if such delay or failure to perform is due in whole or in part to factors beyond ABW's reasonable control, including, but not limited to, delay in transportation or delay in delivery by ABW's vendors.

23. Severability. Any waiver of or modification to the terms of this Agreement will not be effective unless executed in writing and signed by ABW. If any provision of these terms and conditions are held to be unenforceable, in whole or in part, such holding shall not affect the validity of the other provisions of this document (in the event of any inconsistency between these terms and conditions and any other related agreements between Customer and ABW, the terms of this document shall prevail unless any other agreement(s) are signed by both parties and state its/their terms and conditions control).

24. Entire Agreement. The terms and conditions set forth herein constitute the entire agreement between ABW and Customer. ABW's offer to sell is expressly limited to the terms stated herein. ABW shall not be bound by any terms of Customer's order which add to, modify, or are in any way different from the terms set forth in this document.

Inquiries or questions relative to invoices for ABW products should be directed to the sales department at (256) 648-5172, e-mail: info@abw-innovations.com.

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