

Endur ID T&C's REV 5 Revised 6/17/24

ENDUR ID STANDARD TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, SIGNED BY BOTH ENDUR ID ("ENDUR ID") AND BUYER, ALL SALES OF PRODUCTS OR SERVICES BY ENDUR ID (THE "PRODUCTS") ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Quotations:

A quotation may be amended or rescinded by Endur ID at any time prior to receipt by Endur ID of written notice that Buyer has accepted that quotation without change. A quotation shall expire, without further notice, if Endur ID does not receive written notice that Buyer has accepted that quotation without change no later than 5 p.m. on the sixtieth day after the date it is issued.

2. Purchase Orders:

For each proposed purchase of the Printable Band Products from Endur ID, Buyer shall present Endur ID their current form of purchase order ("Purchase Order") at least 1 week domestically before the requested delivery date and up to 2 weeks internationally. Each such Purchase Order shall identify the quantity ordered, the requested delivery date and any export/import information which Endur ID needs in order to fill it. Each such Purchase Order, whether in response to a quotation or not, shall be an offer to purchase, which may be accepted or rejected by Endur ID in its absolute discretion. Unless Buyer is notified in writing to the contrary within five (5) days after Endur ID receives a Purchase Order, such Purchase Order shall be deemed to have been accepted by Endur ID without change.

3. Prices:

A. All prices published or quoted by Endur ID are subject to change (with the exception of in contract terms GSA and contract prices). If no specific price is included in a quotation, the price charged will be Endur ID's price at the time of delivery. Any price, whether included in a written quotation, provided orally, set forth in a Purchase Order or applicable at the time of delivery, may be adjusted at the time of billing to take into account specifications, quantities, shipment arrangements and other issues which were not considered at the time of the quotation or receipt of the Purchase Order.

B. The Supplier reserves the right, by giving written notice to the Customer or Reseller at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods and services which are requested by the Customer or Reseller, or any delay caused by any

instructions of the Customer or Reseller or failure of the Customer or Reseller to give the Supplier adequate information or instructions.

4. Taxes:

All federal, state, local and foreign taxes, levies and assessments imposed on either Endur ID or Buyer and arising out of the transactions involved in or the relationships and obligations established by any Purchase Order, any quotation, or the acceptance of either (with the exception of income or other taxes imposed upon Endur ID and measured by the gross or net income of Endur ID) shall be the responsibility of Buyer, and, if paid or required to be paid by Endur ID, shall be added to and become a part of the amounts immediately due from Buyer. Any charge for on-site support and customer training shall be grossed-up for any non-refundable withholding tax imposed on Endur ID. If customer has a Tax Exempt Status, Endur ID Inc. will require a copy of the corresponding Tax Exempt Certification from the Customer/Buyer at the time the PO is supplied to Endur ID in order to avoid federal, state or local tax invoicing by Endur ID.

5. Products Ordered:

Endur ID reserves the right to modify the design or method of manufacture of any of the Products that it designs or manufactures, without notice, at any time, including before and after quotation, receipt of a Purchase Order, or acceptance of a Purchase Order. Endur ID will fill a Purchase Order for any of the Products that it does not design or manufacture but instead purchases from another company, either with the Product specified, a modified version of the Product specified or, if the Product specified is unavailable, with Products other than the specific items ordered. Endur ID may fill a Purchase Order with such modified Products or with Products other than the specific items ordered, so long as the modified or substituted Products provide substantially the same function as the Products listed in the quotation or on the Purchase Order as accepted by Endur ID. Endur ID asks for a minimum order of \$150 or a single box of the product requested. Orders are shipped within 48 hours of receipt; rush shipments can be arranged upon request. Phone orders are accepted, written orders are encouraged.

Endur ID accepts MasterCard, Visa and Discover cards, EDT payments as well as Net 30 Terms with the submission of a credit application. No discounts are offered for early payment on the use of credit cards.

Accounts over 90 Days in arrears are subject to denial of further shipments of products and collection action.

6. Packaging, Shipment and Delivery:

A. In the absence of specific requests from Buyer, all methods and forms of packing and shipment will be as selected by Endur ID. Buyer shall pay additional packing and handling charges for any non-standard methods and forms of packing and shipment which Buyer requests.

B. Unless specific executed contracts dictate FOB requirements, "Delivery" occurs when Endur ID makes the Band Products available to a common carrier F.O.B. Endur ID's manufacturing facility in Hampton, New Hampshire, regardless of whether the Products leave Endur ID's premises. Title and risk of loss pass to Buyer upon delivery.

C. Unless specific executed contracts dictate FOB requirements, all Band products are sold F.O.B. Endur ID's manufacturing facility in Hampton, New Hampshire. If Buyer does not designate a common carrier for the Products covered by a Purchase Order on or before delivery, Endur ID may designate a common carrier on Buyer's behalf, and Buyer shall be responsible for payment of that common carrier's charges and all demurrage, storage, freight, insurance and other charges of any sort related to the Products from the time title passes and for making any claims against carriers, insurers, warehousemen or others after delivery.

D. All delivery dates stated in any quotation or Purchase Order are approximate. Endur ID will make reasonable efforts to meet delivery dates stated in any quotation or Purchase Order as accepted by Endur ID but will not be liable for failure to meet such dates. If a delivery cannot be made within thirty (30) days of the date stated in any quotation or Purchase Order as accepted by Endur ID, Endur ID may, in its absolute discretion, cancel any or all deliveries without further obligation of any kind to Buyer.

E. Endur ID reserves the right to make partial deliveries and to deliver the Products in any order. Endur ID may, in its absolute discretion, and without incurring any liability to anyone, allocate production and deliveries among its customers even though time for delivery is thereby extended, and Buyer will not thereby be relieved of any obligation to accept delivery or to make payment.

F. Endur ID may stop the Products in transit, even though title and risk of loss have passed to Buyer, and may hold the Products, in whole or in part, before or after delivery, if Buyer fails to make any payment as and when due or otherwise fails to meet its obligations under these Standard Terms and Conditions of Sale, any Purchase Order as accepted by Endur ID, any other undertaking or agreement between Endur ID and Buyer, or any provision of law.

G. Regardless of the form of any claim or action, Endur ID shall in no event be liable for any claims, costs, damages or liabilities based on any delay in delivery or any failure to deliver.

7. Payment and Credit Terms:

A. Unless specific executed contracts dictate unique and agreed to payment term requirements, the payment terms for all software, hardware and services is Terms: 100% Upon Invoicing with supplied PO. Unless specific executed contracts dictate unique and agreed to payment term requirements, the payment terms for all Secur Trac software, hardware and services is Terms: 1/3 Upon Invoice with supplied PO; 1/3 Upon completion of Installation; 1/3 Upon completion of Training

B. "Payment" means the receipt or deposit in Endur ID's bank account of currently available funds.

C. Payment will be due regardless of whether Buyer has made, or plans to make, any inspection of the Products.

D. Endur ID may, in its absolute discretion, establish a line of credit ("Line of Credit") for Buyer. If such a Line of Credit is established, Endur ID may, in its absolute discretion, either increase or decrease the maximum amount allowed thereunder at any time. At no time will the maximum amount owed by Buyer to Endur ID for outstanding accounts receivable exceed the amount of any Line of Credit. In the event a Line of Credit is established for Buyer and Buyer exceeds that Line of Credit, all amounts in excess of that Line of Credit shall be paid to Endur ID by Buyer immediately and without demand.

E. Whether a Line of Credit is established or not, all amounts due to Endur ID shall be paid in U.S. Dollars by Buyer no later than thirty (30) days after the date of delivery as defined in Section 6.B above. Endur ID reserves the right to sell Products to Buyer only on a C.O.D. basis.

F. If the Products are delivered in installments, Buyer will pay for each installment as though it were a separate order.

G. If Buyer fails to pay Endur ID any amounts as and when they are due, in addition to other remedies available to it, Endur ID may add to the amount due a late payment charge in U.S. Dollars which is equal to the lesser of: (i) 1.5% per month (compounded monthly); or (ii) the maximum lawful interest rate or late payment charge allowed by applicable law. Buyer shall also pay Endur ID all costs and expenses, including reasonable attorneys' fees, incurred by Endur ID in collecting any amounts due and other charges.

H. No part of any amount due or other charges owed to Endur ID by Buyer may be reduced by counterclaim, set-off, adjustment or other claimed right of Buyer against Endur ID. Any amounts payable by Endur ID to Buyer may be offset against any amounts due and other charges owed to Buyer by Endur ID.

8. Cancellations and Returns:

A. If Buyer cancels an order within ten (10) days prior to a scheduled delivery date, Buyer shall pay Endur ID a cancellation charge equal to 15% of the gross price and charges that would have been due upon delivery of the cancelled order.

B. In the event that any product manufactured shall not be in conformity with the specifications, Endur ID shall, at Endur ID's option, either credit the customer's account for any such nonconformity (not to exceed the purchase price paid by customer for such product), or, at Endur ID's expense, replace, repair or correct such product.

C. After delivery, no Products may be returned to Endur ID without first contacting Endur ID at 603 758 1488. In the event that any product manufactured shall be in conformity with the specifications, Buyer shall be responsible for all costs and expenses relating to the return of such delivered products and shall be subject to a restocking fee applied to the original gross price for delivered products. Buyer shall retain title and risk of loss of all delivered products which are

returned under this Section 8.B until they are accepted in writing by Endur ID at its manufacturing facility in Hampton, New Hampshire. Buyer shall also pay all costs of shipping, storage and other charges and obligations relating to the return of such delivered products until they are accepted in writing by Endur ID at its manufacturing facility in Hampton, New Hampshire. Issuance of a Return Authorization Number by Endur ID will not constitute an admission that there is a problem with the Products being returned, that any problem is covered by warranty or that Endur ID has any responsibility to repair, replace, make refund for or pay claims, costs, damages or liabilities connected with the Products being returned.

Exchanges are authorized on products. Endur ID allows 30 days in which to return items. If an item is ordered in error, the ordering agency will pay shipping costs for its return and shipment of its replacement. Endur ID will pay freight charges associated with returns shipped in error by Endur ID.

D. IDSS-LTPCC PointClickCare integration customers. Customer billing will occur upon receipt of the signed off authorization forms. Charges billed are nonrefundable and non creditable, no exceptions. Therefore, it's highly recommended that you activate the purchase with PCC and complete the installation of the software ASAP.

9. Warranty:

Endur ID warrants for a period of 12 months from the date of manufacture of the product that Endur ID wristband products will conform to the specifications applicable to such product at the time of its manufacture, such product will be of good material and workmanship and free from defects for which Endur ID is responsible in the manufacture.

10. Limitations of Liability:

A. Regardless of the form of any claim or action, Endur ID's total liability to all persons, whether singly or together, for all occurrences combined, for claims, costs, damages or liabilities based on any cause whatsoever and arising from or in connection with any quotation, purchase order (either accepted or not), and any other agreement, undertaking or obligation between Endur ID and buyer, or the manufacture, distribution, promotion, sale, installation, support, maintenance, operation, servicing, use or performance of any products, or from or in connection with any delay or failure in providing such products, shall not exceed the aggregate price (without interest) paid to Endur ID by buyer for such products.

B. In no event shall Endur ID be liable to anyone for any loss of data, loss of profits or loss of use of the products or any equipment, or for any special, incidental, consequential, exemplary, punitive, multiple or other damages, arising from or in connection with the manufacture, distribution, promotion, sale, installation, support, maintenance, operation, servicing, use or performance of any of the products or from or in connection with any delay or failure in providing or delivering such products.

C. In no event shall Endur ID be liable to anyone for any claims, costs, damages or liabilities caused by: (i) buyer's failure to perform its obligations and responsibilities; (ii) improper or

defective promotion, distribution, sale, installation, support, maintenance, operation, servicing, use or performance of any products, including work performed without Endur ID's prior written consent in its absolute discretion, by a person who has not satisfactorily completed Endur ID technical training, is not a Endur ID factory certified distributor, is not a factory certified installer, or in a manner not consistent with Endur ID technical training; (iii) supply of any products by buyer for use in, or the use of any products in, any system or configuration not designed to Endur ID standards or in which buyer or any third party has substituted materials and/or goods not specified by Endur ID; or (iv) deterioration of the products during storage. this liability extends to voiding the product/system warranty and agency certifications. you will assume all liability for any deviations from the above.

D. Buyer agrees to indemnify and hold Endur ID harmless from all claims, costs, damages and liabilities asserted by anyone for any damages that are excluded and waived, or are intended to be excluded and waived, by this section 10, or which are imposed by law on behalf of buyer or anyone claiming through buyer or in connection with any relationship or transaction between Endur ID and buyer, but which are not expressly stated in these standard terms and conditions of sale.

E. The exclusions, waivers and limitations on claims, costs, damages and liabilities and any rights of indemnification set forth in this Section 10 shall be enforceable to the maximum extent allowed by law and shall not be expanded or negated in any respect by Endur ID's operation of a "Help Line" to receive and respond to telephone or dial-in inquiries about its Products, by any communications through that "Help Line" or by any actions taken by anyone following communications with Endur ID over such "Help Line." Buyer shall undertake all actions permitted or required by any laws and government-imposed rules or regulations to ensure that the exclusions, waivers and limitations on claims, costs, damages and liabilities and any rights of indemnification set forth in this Section 10 are enforceable. Buyer shall immediately inform Endur ID if Buyer becomes aware that any of the exclusions, waivers or limitations on claims, costs, damages, and liabilities or any rights of indemnification set forth in this Section 10 may not be enforceable or that claims may be made or have been made by a third party against either Endur ID or Buyer.

11. Governing Law:

These Standard Terms and Conditions of Sale (and any quotation or Purchase Order), and all questions arising out of or relating to them, shall be governed by and construed in accordance with the laws of the State of New Hampshire, without giving effect to the conflict of law's provisions thereof, and excluding the United Nations Convention on Contracts for the International Sale of Goods, the 1974 Convention on the Limitation Period in the International Sale of Goods (the "1974 Convention"), and the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Furthermore, the parties agree that any dispute or other action arising out of or in connection with these Standard Terms and Conditions of Sale or any associated contracts or Purchase Orders shall be brought in state or federal courts having competent jurisdiction located in the State of New Hampshire, which shall be the exclusive forum and venue for resolving such disputes or other actions.

12. Severability and Remedies:

The invalidity or unenforceability of any provision of these Standard Terms and Conditions of Sale (and of any quotation or Purchase Order) shall not affect the validity or enforceability of any other provision thereof.

13. Waiver:

None of these Standard Terms and Conditions of Sale may be waived except in writing signed by Endur ID. A waiver on one or more occasions of any of these Standard Terms and Conditions of Sale shall not constitute or be deemed to be a waiver of these Terms and Conditions of Sale on any other occasion. No delay or failure of a party to exercise any right or remedy under these Standard Terms and Conditions of Sale will operate as a waiver thereof; no failure to enforce or insist upon compliance with any provision of these Standard Terms and Conditions of Sale on any one occasion shall be deemed to be a waiver of the party's right to do so on another occasion; and no course of dealing between the parties will constitute a waiver, alteration, limitation or expansion of any of the parties' rights and obligations under these Standard Terms and Conditions of Sale.

14. Notices:

All notices and communications required or permitted to be provided under these Standard Terms and Conditions of Sale shall either be delivered personally, sent by reputable overnight delivery service (such as UPS or DHL) or sent by telecopy, with confirmation of receipt, to the addresses provided by each party in writing from time to time or to the then current fax number of the intended recipient. Notices shall be deemed to be received on the date of personal delivery, one day after deposit with a reputable overnight delivery service or, if sent by telecopier, upon return of confirmation of receipt. Either party may change its address for notice purposes by sending a written notice of change in accordance with this Section 14.

15. Additional or Inconsistent Terms:

Any term or condition of any Purchase Order or of any other document that is provided to Endur ID by Buyer which is in any way different from, inconsistent with or in addition to these Standard Terms and Conditions of Sale will not become a part of any contract between Endur ID and Buyer or be binding upon Endur ID, regardless of whether Endur ID specifically advises Buyer that it will not. To the extent that these Standard Terms and Conditions of Sale are part of an acceptance by Endur ID of an offer by Buyer, that acceptance is expressly conditioned upon Buyer's agreement to these Standard Terms and Conditions of Sale. Endur ID shall have no obligation to note any difference between these Standard Terms and Conditions of Sale and any additional or modified terms contained in any communication from Buyer, and Endur ID's failure to object to any such additional or modified terms will not constitute a waiver of any of these Standard Terms and Conditions of Sale or an acceptance of any such additional or modified terms. Buyer may not condition any acceptance of delivery or retention of the Products upon the waiver or modification of any of these Standard Terms and Conditions of Sale. In addition to all other factors, any act of control or retention over the Products which is exercised

by Buyer after delivery shall constitute a confirmation by Buyer that only these Terms and Conditions of Sale apply to the transaction. When applicable, Endur ID, will require copies of the original quote and purchase order from the customer facility. See Endur ID “Standard Terms and Conditions of Sale” Section 2 for additional instruction or explanation.

[PDF FORMAT](#)