



## BLUZAP TERMS AND CONDITIONS

These Terms and Conditions apply to ALL ORDERS, regardless of whether written and signed purchase order was issued by the Buyer or not. BLUZAP LLC (BLUZAP) hereby gives notice of its exception to any additional terms and conditions other than stated herein and these Terms and Conditions supersede any terms and conditions set forth within any Buyer's documents, including but not limited to purchase orders and agreements and all Terms and Conditions previously published by BLUZAP. All sales are conditional upon Buyer's consent to the following Terms and Conditions. These Terms and Conditions constitute the entire agreement between BLUZAP and the Buyer and supersede any other communication between the parties, whether written or oral. Buyer's acceptance of these Terms and Conditions shall be conclusively presumed upon Buyer's receipt of the goods or issuance of the deposit, whichever comes first.

### ORDERS

All orders are subject to acceptance by the seller (BLUZAP) which is conditioned on the acceptance by the buyer herein ("Buyer") of these Terms and Conditions. No order is binding unless deposit is paid and BLUZAP issues written acceptance or acknowledgment. Acceptance of any order is subject to availability of product. Any other terms or conditions proposed by the buyer and/or stated purchase orders or documentation are not allowed and are superseded by these Terms and Conditions, unless expressly accepted in writing by BLUZAP. Prices for Products shall be invoiced at the same price as the BLUZAP price prevailing at the time the order is taken.

### INVOICES

All invoices are due and payable as per terms stated in invoices and pro forma invoices. Unless otherwise agreed in writing, payment terms are as follow: stock items, payments are due on receipt; non-stock items, 50% deposit with purchase order, 50% balance due prior to shipment date.

### SPECIFICATION ERRORS AND VARIATIONS

Every effort is made to avoid errors and changes in specifications, cut sheets and drawings. In the event that a conflict arises between Buyer's documentation and BLUZAP's drawing, cut sheet or catalog, BLUZAP's documentation shall prevail. If the Buyer fails to provide detailed specifications, BLUZAP's interpretation of non-specified data shall prevail. BLUZAP will not, under any circumstances accept any chargebacks, cost or fees connected with errors in measurements, dimensions, typography, omissions etc. BLUZAP reserves the right to discontinue products, change or modify specifications and designs and adjust prices without incurring any liability.



#### CANCELLATIONS AND RETURNS

All requests to cancel any orders must be made in writing and are subject to approval or rejection, solely at BLUZAP's discretion. For stocked product, cancellation must be made in writing and received three (3) business days prior to the requested ship date. For non-stock product, request for cancellation may be submitted, but will only be considered for approval if no components were purchased and no work was performed.

All request for returns must be made in writing and are subject to approval by BLUZAP. The Buyer shall remain fully liable for the purchase price of the product. Request for return must be received by BLUZAP within 30 days from the date of shipping.

Restocking fee in the minimum of 30% of the original invoice price will be charged against any credits issued on approved returns. All approved returns must be in excellent and resalable condition, in original packaging and accompanied by BLUZAP issued RMA (Return Merchandise Authorization) form. All returned products will be inspected upon return and any damages, including but not limited to damages sustained in transit, will be added to the restocking fee. Return freight must be pre-paid and all returned products must be received within 30 days of the issuance of RMA form. All custom and modified products are non-returnable without exceptions. BLUZAP will not be liable for any chargebacks for uninstalling, picking, packing or handling any products.

#### CONFIDENTIAL INFORMATION

Buyer agrees to keep information provided by BLUZAP in connection with sale of its products strictly confidential.

#### WARRANTY

Limited warranty set forth on BLUZAP's website is it's only and exclusive warranty.

#### DELIVERY

BLUZAP shall arrange for the delivery of its Products by a third-party carrier to a truck off-loading location on the Buyer's premises as the Buyer may direct or use other means of delivery as BLUZAP may reasonably select. BLUZAP shall not be liable for any failure to deliver if the failure is occasioned by Force Majeure, fire, embargo, strike, inability to secure materials, or any other circumstances beyond the control of BLUZAP which shall hinder performance of any agreement by BLUZAP. BLUZAP shall have no delivery obligations other than to arrange for delivery of its Products by a third-party carrier to a truck off-loading location designated by the Buyer or such other means as BLUZAP shall reasonably select. Freight allowance is subject to approval by BLUZAP and is generally for one standard non-union delivery, Monday – Friday 9:00am-5:00pm, with liftgate.

BLUZAP shall not be responsible for Products lost or damaged in transit. The Buyer will be responsible for checking the shipment upon delivery for total product count and condition. ANY EVIDENCE OF DAMAGE TO Products MUST BE NOTED ON THE CARRIER'S DELIVERY RECEIPT. This must be immediately reported to BLUZAP and to the carrier, followed by a written notice within fourteen (14) business days from the date of invoice, providing in writing the BLUZAP invoice number, order number, and an itemization and proof of all damages to the Products. Incomplete claims or claims filed more than fourteen (14) business days after the BLUZAP invoice date will not be accepted and no credit will be given. The Buyer shall further provide its claims number(s), if any, when reporting damage to Products.



LIMITATION OF LIABILITY

BLUZAP SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT OR INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, LIMITED WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING BUT NOT LIMITED TO LABOR, EQUIPMENT NEEDED TO REMOVE OR REINSTALL ORIGINAL, DEFECTIVE OR REPLACEMENT PARTS, PRODUCTS AND/OR COMPONENTS; LOSS OF TIME, PRODUCTIVITY, REVENUE OR PROFITS, COST OF CAPITAL OR INTEREST; TEMPORARY SUBSTITUTE PRODUCTS, DOWNTIME; DAMAGE TO OR LOSS OF PROPERTY AND EQUIPMENT AND INCONVENIENCE ARISING OUT OF ANY BREACH OF THESE TERMS AND CONDITIONS OR OBLIGATIONS UNDER THESE TERMS AND CONDITIONS.