



Technologies

EOTech

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TERMS AND CONDITIONS OF SALE

The terms and conditions of sale (“Terms and Conditions”) contained herein apply to all domestic and international sales with **L3 Technologies, Inc., EOTech Division (“EOTech”)**. Any additional, different or conflicting terms or conditions on purchase orders, specifications or other documents issued by a buyer in the ordinary course of business (“Buyer”) shall be wholly inapplicable and is hereby rejected and shall not bind EOTech. EOTech’s silence or lack of response to any such subsequent, additional, different or conflicting term, condition or proposal shall not be deemed to be EOTech’s acceptance or approval thereof. No waiver or amendment of any of the provisions contained in these Terms and Conditions shall be binding on EOTech unless Buyer and EOTech execute a written agreement signed by an authorized representative of EOTech, which specifically modifies or replaces these Terms and Conditions. Acceptance of all purchase orders is expressly made conditional upon Buyer’s assent, expressed or implied, to the Terms and Conditions set forth herein without modification or addition.

1. **Product.** “Product” is defined as goods manufactured or procured by EOTech and subsequently sold to Buyer.
2. **Purchase Order.** “Order.” Buyer’s Order must be submitted to EOTech in writing via U.S. Mail, courier, facsimile or electronic transmission and is subject to acceptance by EOTech. Orders must specify Product, Quantity, Price, “Ship To” Address and requested Delivery Date.
3. **Price List.** “Price List” means the EOTech published price list in force as of the date of the Order.
4. **Special Order.** Any Product not specifically listed on the EOTech Price List constitutes a “Special Order.” EOTech shall price Special Orders in its sole discretion.
5. **Acceptance of Terms and Conditions.** Buyer’s acceptance of these Terms and Conditions shall be indicated by any of the following, whichever first occurs: a) Buyer’s making of an offer to purchase Product from EOTech; b) Buyer’s written acknowledgment thereof; c) Buyer’s acceptance of any part of shipment specified for delivery; d) Buyer’s providing any payment, partial or full, by any method, or e) any other act or expression of acceptance by Buyer.
6. **Acceptance of Orders.** EOTech shall confirm its acceptance of an Order with an Order acknowledgment. All Orders are subject to acceptance by both Buyer and EOTech.
7. **Cancellation.** Orders accepted by EOTech may only be cancelled by Buyer with EOTech’s written consent, which consent will not be unreasonably withheld. In the event of cancellation, Buyer may be subject to cancellation charges in EOTech’s sole discretion. Buyer will be advised of applicable cancellation charges, which may include charges for raw material, work in process and finished goods applicable to the Order, together with applicable overhead and allowance for profit. EOTech reserves the right to unilaterally cancel any accepted Order with written notification to the Buyer of a processing or compliance defect. Buyer’s right to cure a cancellation notice is in EOTech’s sole discretion.
8. **Price.** “Price” means the price set out in the EOTech Price List, which is subject to change at any time, in EOTech’s sole discretion. Prices for Products shall be those in effect at the time of Order acceptance regardless of Buyer’s quoted price on the Order. EOTech Price Lists exclude local, state and federal taxes, duties and shipment fees. The amount of any sales, use or similar tax applicable to the sale of Products herein or to the use of such Products by the Buyer shall be paid by the Buyer, or in lieu thereof the Buyer will provide EOTech with a tax exemption certificate acceptable to the taxing authorities.

9. **Payment.** EOTech shall submit an invoice to Buyer detailing an itemized cost for the Order. Unless stated differently on the face of the invoice, payment is required prior to delivery. Buyer may apply to establish credit terms with EOTech. EOTech requires the disclosure and evaluation of Buyer's financial statements in order to extend credit terms. If approved, Buyer shall pay the total amount of the invoice within the granted payment terms, typically net thirty (30) days. There is no discount for early payment. If Buyer fails to pay for the total amount of an invoice within thirty (30) days of the date of such invoice, interest compounded at the rate of one percent (1%) per month shall be added to all amounts unpaid and outstanding. If Buyer fails to make any payment to EOTech as required hereunder, EOTech shall have the right, exercisable in EOTech's sole discretion, in addition to other rights and remedies, to cease further performance under said Order and future Orders. EOTech shall not have a continuing obligation to deliver Products on credit terms, and any credit approval may be withdrawn by EOTech, in its sole discretion, at any time without prior notice. EOTech shall have the unilateral right to offset any credits due toward outstanding balances. EOTech retains (and Buyer grants to EOTech by submitting an Order) a security interest in the Products to secure payment in full and compliance with these Terms and Conditions. Buyer agrees to execute any additional documents necessary to perfect such security interest.
- A. **Domestic.** Payments can be made via company check, credit card or prepaid wire transfer in U.S. Dollars. Payments to EOTech by Buyer via check or credit card shall be remitted to: L3 EOTech, 23484 Network Place, Chicago, Illinois 60673-1234. Any payment made via credit card will be assessed a three percent (3%) processing fee. Payments to EOTech by Buyer via wire transfer shall be remitted to: L3 EOTech, Bank Account #716487699, ABA#021000021, JP Morgan Chase, One Chase, Manhattan Place, New York, NY 10006. Buyer shall provide EOTech with written confirmation of wire transfer on the date payment is made.
- B. **International.** Payments from international buyers can only be made via prepaid wire transfer in U.S. dollars to: L3 EOTech, Bank Account #716487699, ABA#021000021, JP Morgan Chase, One Chase, Manhattan Place, New York, NY 10006, Swift Code: CHASUS 33. Buyer shall provide EOTech with written confirmation of wire transfer on the date payment is made.
10. **Delivery.** The delivery date indicated on the Order acknowledgement is EOTech's best estimate of the time required to make shipment, but EOTech shall not be liable for loss or damage, direct, consequential or otherwise, for failure to meet this date. EOTech reserves the right to deliver early. Buyer agrees to accept partial deliveries when Product becomes available, unless Buyer's Order specifically stipulates in writing that the Order must be shipped complete with all Products. Delivery is subject to the payment terms set forth herein. Transportation and handling charges are payable by Buyer as specified in EOTech's invoice. In no event shall EOTech be in default by reason of any failure or delay in its performance under the Order arising from any cause beyond EOTech's control and without its fault or negligence, including but not limited to acts or omissions of the Buyer, acts of God or public enemy, acts of any government agency or authority, fires, floods, epidemics, quarantine restrictions, strikes, labor disturbances, freight embargoes, public disorders, riots or unusually severe weather, or subcontractor delays.
11. **Inspection and Acceptance.** Buyer agrees to make inspections of the Products delivered hereunder immediately upon receipt thereof. Acceptance shall occur upon delivery to the FOB point and will be presumed unless Buyer demonstrates in writing within seven (7) days thereafter that the Product is nonconforming.
12. **Packaging and Shipping.** EOTech will provide packing, packaging and marking in accordance with commercial practices. EOTech reserves the right to adjust the price specified in the EOTech Price List or Special Order for any unique or special packaging or shipping requirements requested by the Buyer. EOTech shall utilize its carrier of choice for all shipments and shipping costs will be invoiced to Buyer accordingly. Shipping charges resulting from refused shipments will be immediately due and payable, including a fifteen percent (15%) restocking fee of invoice amount.
13. **Title.** Title to the Product shipped and all risks of loss pass to Buyer upon EOTech's delivery to common carrier at EOTech's facility. Shipping shall be EXWORKS EOTech's facility per the ICC 2000 INCO Terms.

14. **Software License.** “Software” is defined as machine-readable code or firmware, which is owned by or licensed to EOTech, and may reside in a Product. Subject to these Terms and Conditions, EOTech grants Buyer a limited, personal, non-exclusive license for use only with the Product. This license may be transferred only upon legal transfer of the Product.
15. **Service.** All EOTech Products are crafted with pride and manufactured with our customer’s satisfaction in mind.

A. **EOTech Prestige Warranty.**

- i. Thank you for choosing EOTech for your new purchase. We understand your passion for shooting and your reliance on products that will provide years of dependable use. That is why we offer a 10-year limited EOTech Prestige Warranty*, as described below. Should you experience a problem with your EOTech product, we will do the following to make it right for you.
- ii. With the EOTech Prestige Warranty, we warrant that your Holographic Weapon Sight or Magnifier product will be free from manufacturing defects in material and workmanship (including electronics) under normal use for a period of ten (10) years from the later of (i) customer’s proof of the first purchase of the new product from an authorized commercial seller of EOTech products or from EOTech directly, or (ii) manufacturer’s date/serial number (as specified on the product). EOTech will, free of charge and as determined by EOTech, either repair or replace your product with a comparable product for the first five (5) years. From five (5) to ten (10) years, EOTech will, at the customer’s request, evaluate and repair any and all defects in material and workmanship for a seventy-nine dollar (\$79.00 USD) bench fee. This warranty extends to subsequent owners to the remaining extent of the original owner’s warranty. We do this because we want you to be as confident in your purchase as we are in the quality of our product.
- iii. **This warranty does not apply to the following:**
 - (1) Theft, loss, neglect, or vandalism.
 - (2) Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents not resulting from a defect in material and workmanship under normal use of the product.
 - (3) Cosmetic damage that does not affect the product’s use, operation or performance.
 - (4) Any defect or damage caused by repairs or services not performed by EOTech.
 - (5) Vudu riflescopes; Laser Battery Caps (LBC); or L3 Insight branded products.
- iv. EOTech products to be repaired under this warranty, must have a valid return material authorization (RMA) number; purchasers may obtain this number by submitting a Return Authorization Request online at www.eotechinc.com/raform.php. If you do not have access to a computer, you may call EOTech for assistance. Products that arrive at EOTech without a valid RMA number will be returned to sender without service. Once you receive the RMA number, send the product, postage prepaid, to EOTech. All products must be fully insured and have the correct postage; EOTech will not be responsible for improper postage or missing/damaged merchandise during shipment. International repairs may include additional shipping and handling charges.
- v. THE WARRANTY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY. THERE SHALL BE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF EOTECH WITH RESPECT TO THIS WARRANTY. THIS WARRANTY DOES NOT AFFECT ANY STATUTORY WARRANTY RIGHTS THE CONSUMER MAY HAVE AGAINST THE SELLER OF THIS PRODUCT. EOTECH SHALL HAVE NO LIABILITY FOR ANY DAMAGES OR FUTILE EXPENSES OF WHATEVER NATURE (WHETHER DIRECT; INDIRECT; INCIDENTAL; CONSEQUENTIAL; SPECIAL OR OTHER DAMAGES) UNDER THIS WARRANTY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO

JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

- vi. * This warranty applies to new purchases of Holographic Weapon Sight or Magnifier products and retroactively applies to Holographic Weapon Sight or Magnifier products sold in 2017 by an authorized commercial seller of EOTech products or from EOTech directly.

B. EOTech Advantage Warranty.

- i. Thank you for choosing EOTech for your new Vudu riflescope purchase. We understand your passion for the sport and your reliance on products that will provide years of dependable use. Should you experience a problem with your new Vudu riflescope, we will do the following to make it right for you.
- ii. With this limited lifetime EOTech Advantage Warranty, we warrant that the manufacture and use of your Vudu riflescope will be free of defects in materials and workmanship, regardless of whether you are the original owner. Should your Vudu riflescope ever experience any defects in materials or workmanship, we will repair or replace it, as determined by EOTech, with a comparable product, free of charge (except for electronic components of an illuminated riflescope, which are addressed below). We do this because we want you to be as confident in your purchase as we are in the quality of our product.
- iii. The electronic components of a Vudu illuminated riflescope have a full two-year warranty from the date of purchase (proof of purchase required). If, during the two-year warranty period, these components are found to have any defects in materials or workmanship, EOTech will repair or replace it, as determined by EOTech, with a comparable product, free of charge.
- iv. **This warranty does not apply to the following:**
 - (1) Theft, loss, neglect, or vandalism.
 - (2) Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents.
 - (3) Cosmetic damage that does not affect the product's use, operation or performance, as determined by EOTech.
 - (4) Any defect or damage caused by repairs or services not performed by EOTech.
 - (5) EOTech products not in the Vudu line of riflescopes.
- v. THE WARRANTY PROVIDED HEREIN SHALL BE THE SOLE AND EXCLUSIVE WARRANTY. THERE SHALL BE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF EOTECH WITH RESPECT TO VUDU RIFLESCOPES COVERED BY THIS WARRANTY. EOTECH SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

C. Insight Warranty.

- i. Please refer to the warranty in effect at the time of shipment as contained in print enclosed with the Product at the time of sale. If applicable, for service, repair, or replacement, first email returns.insight@L3T.com or call toll free 1-877-744-4803. Products that arrive at Insight without a valid RMA number will be returned to sender without service. Once you receive an RMA number, send the product, postage prepaid, to Insight. All products must be fully insured and have the correct postage; Insight will not be responsible for improper postage or missing/damaged merchandise during shipment. International repairs may include additional shipping and handling charges.

ii. **Insight warranties do not apply to the following:**

- (1) Theft, loss, neglect, or vandalism.
- (2) Abuse, misuse, improper installation and modification, alterations, abnormal use, or accidents.
- (3) Cosmetic damage that does not affect the product's use, operation or performance, as determined by Insight.
- (4) Any defect or damage caused by repairs or services not performed by Insight.

iii. THE WARRANTY PROVIDED BY INSIGHT SHALL BE THE SOLE AND EXCLUSIVE WARRANTY. THERE SHALL BE NO OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER OBLIGATION ON THE PART OF EOTECH WITH RESPECT TO INSIGHT PRODUCTS COVERED BY A WARRANTY. EOTECH SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

D. **Obsolescence of Parts.** While EOTech intends to provide parts in accordance with original Product's design requirements, EOTech reserves the right to make part substitutions provided the substituted part has the same form, fit and function of the part it replaces. Parts used in repairing or servicing Product may be new, equivalent to new, or reconditioned.

E. **Non-Warranty Service.** EOTech, in its sole discretion, may service its Products outside the warranty period or perform out-of-scope enhancements. All costs associated with Product service and shipment will be paid by the Buyer.

F. **Returns.** EOTech will accept the return of a Product provided the Product has been purchased within the last sixty (60) days and has not been used. EOTech will assess a fifteen percent (15%) restocking fee on any returned Product.

G. **Obtaining Service.** Products sent to EOTech for service under warranty, non-warranty or return, must have a valid RMA number. Buyer can obtain a RMA number via EOTech's website at www.eotechinc.com or by calling EOTech's Warranty and Service Department during EOTech's normal business hours. If a Product arrives at EOTech for service without a valid RMA number, the Product will be sent back to Buyer without service and billed the return shipping fee. To obtain service on a Product, return the Product with a valid RMA number to EOTech at the address below, postage paid. EOTech will not be responsible for improper postage or missing or damaged Product during shipment.

EOTech
Warranty and Service Department
1201 E. Ellsworth Road
Ann Arbor, MI 48108
Reference: RMA#

H. **Product Registration.** Product registration is not required in order to obtain warranty or non-warranty service from EOTech, however, a Buyer may register their Product online at www.eotechinc.com to obtain periodic updates from EOTech on new Products, special discounts or programs.

16. **Disputes.** The parties agree that all disputes in any way relating to, arising under, connected with, or incident to the contract, and over which the federal courts have subject matter jurisdiction, shall be litigated, if at all, exclusively in the United States District Court and if necessary, the corresponding appellate courts. The parties further agree that all disputes in any way relating to, arising under, connected with or incident to the contract, and over which the federal courts do not have subject matter jurisdiction, shall be litigated, if at all, exclusively in the courts of the State of Michigan, and if necessary, the corresponding appellate courts. The parties also agree that Michigan law, excluding conflict of laws, exclusively govern all terms of the contract, including this paragraph. The parties expressly submit themselves to the personal jurisdiction of the State of Michigan.

17. **Product Identification.** EOTech identifies each of its Products with a unique serial number. This number will be utilized by EOTech for internal and external tracking purposes.
18. **Changed or Discontinued Product.** EOTech may change or revise Product specifications or discontinue Product at any time in its sole discretion. EOTech shall endeavor to provide notification of changes in a Product's specifications or discontinuance, however EOTech has no obligation or liability for failure to notify Buyer.
19. **Limitation of Liability.** IN NO EVENT SHALL EOTECH BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, MULTIPLE OR PUNITIVE DAMAGES, OR ANY DAMAGE DEEMED TO BE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THE CONTRACT, WHETHER BASED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW OR OTHER THEORIES OF LIABILITY, INCLUDING STRICT LIABILITY. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS CONTRACT, SAID PROVISION(S) SHALL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF EOTECH OR ITS SUBCONTRACTORS OR SUPPLIERS OF ANY TIER WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR THE PERFORMANCE OR BREACH OF THE CONTRACT OR ANYTHING DONE IN CONNECTION THEREWITH EXCEED THE CONTRACT PRICE. NOTWITHSTANDING ANYTHING ELSE IN THE CONTRACT TO THE CONTRARY, THE STATED MONETARY LIMITATION HEREINABOVE IS THE MAXIMUM LIABILITY EOTECH HAS TO THE BUYER.
20. **Intellectual Property Rights.** All rights and interest to the inventions, information, technical data or drawings, copyrights rights, patent rights, trademark rights, know-how, trade secrets, related intellectual property, intangible and proprietary rights throughout the world, relating to the Product or Software or disclosed to Buyer in connection with any Order or proposal, are the exclusive property of EOTech ("Owned Assets"). Buyer shall not (a) decompile, reverse engineer, disassemble, trace or otherwise analyze the Product or Software, its content, operation or functionality; (b) modify, adapt, or translate the Product or Software, nor create derivative works based on the Product or Software; or (c) disclose any proprietary information regarding the Owned Assets to any other persons or companies without EOTech's prior written approval.
21. **Indemnification.** Buyer shall defend, indemnify, and hold harmless EOTech, its parents, subsidiaries and affiliates, and their respective directors, officers and employees and representatives, from and against any and all claims, suits, losses, liabilities, obligations, causes of action, damages, and expenses (including attorney's fees) relating to or arising out of any use of the Product by Buyer or Buyer's customer.
22. **Export Control.** All Orders are subject to all applicable United States. laws and regulations relating to the export of the Product. Buyer shall not ship, transfer, export, or use the Product in violation of applicable export laws, regulations or restrictions. All international sales of EOTech Products require EOTech's prior written approval.
23. **General**
 - A. **Electronic Orders and EDI.** EOTech and Buyer may do business electronically, including Order placement and acceptance. Such Orders will be subject to these Terms and Conditions. Buyer will be responsible for any and all set-up fees and costs associated with electronic Orders and EDI.
 - B. **Waiver.** A waiver by EOTech of any default by Buyer or of any of the terms and conditions shall not be deemed to be a continuing waiver or a waiver of any other default or of any other of these terms and conditions hereunder.
 - C. **Entire Agreement.** These Terms and Conditions represent an entire agreement between EOTech and Buyer with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous proposals, negotiations, understandings and agreements, whether oral or written, relating to the subject

matter hereof. These Terms and Conditions are incorporated by reference into all domestic and international consultant, dealer, distributor and representative agreements. The provisions of these Terms and Conditions are severable and the invalidity, illegality or unenforceability of any one or more of its provisions shall not affect the validity and enforceability of any other provisions. If any provision of these Terms and Conditions are declared to be invalid, illegal or unenforceable, the parties agree that the court of competent jurisdiction should substitute a valid and enforceable provision that to the maximum extent possible in accordance with applicable law, preserves the legal and economic positions of each party as intended in these Terms and Conditions. These Terms and Conditions shall not be released, discharged, waived, abandoned or modified, in whole or in part, except by a written instrument duly executed by Buyer and EOTech.

- D. **Amendments.** These Terms and Conditions can only be changed by written and duly executed mutual agreement of the parties.
- E. **Applicable Law.** This Order shall be governed by the laws of the State of Michigan, United States of America.
- F. **Headings.** The section headings used herein are for convenience of reference only and shall not be deemed a part of these Terms and Conditions, and no construction or inference shall be derived therefrom.
- G. **Cumulative Rights.** Any specific right or remedy provided in the Terms and Conditions will not be exclusive but will be cumulative of all other rights and remedies.
- H. **Non-Disclosure.** EOTech will use Buyer related data, including but not limited to Buyer address and contact information. Unless otherwise agreed, Buyer accepts that such data will be used and distributed within EOTech and to certain third parties. Each party's confidential or proprietary information may, if required by the respective parties, be further defined and protected by a separate Non-Disclosure Agreement ("NDA") or Proprietary Information Agreement ("PIA") and each party's sole and exclusive obligations with regard to such confidential and proprietary information shall be as set forth in such NDA or PIA.
- I. **Assignment.** Buyer shall not assign or otherwise transfer, whether by contract, operation of law or otherwise, any of the rights or duties set forth herein without the prior written consent of EOTech, which consent may be withheld by EOTech in its sole discretion.
- J. **Language.** EOTech and Buyer confirm that it is their desire that these Terms and Conditions, as well as other documents relating hereto, including all notices, have been and will be drawn up in the English language only.