

**Terms of Sale:** The customer ("Customer") requests, and W7 Global, LLC. ("W7G") agrees to sell goods according to the following terms and conditions. These terms and conditions supersede all prior understandings, transactions and communications, whether oral or written. This forms the complete contract between Customer and W7G, and any modification is hereby rejected and shall not be binding upon W7G unless otherwise specifically agreed by an authorized executive of W7G. These terms and conditions may be changed by W7G at any time without notice.

**Delivery & Acceptance:** Customer agrees to inspect all products immediately upon delivery. In the event a product sold by W7G is damaged or lost during shipment to Customer, Customer agrees to give W7G written notice immediately, in no event later than three (3) days of delivery. If written notification is not provided within such timeframe, the Customer waives any claim against W7G for damage or loss. Damage and loss in shipping are not covered under warranty. If customer purchased shipping from W7G with insurance, W7G shall file a claim with its insurance provider, and Customer agrees to comply with any and all materials requested by W7G in the processing of this claim, including but not limited to documentation, details, and pictures. W7G shall credit or reimburse Customer, at its option, based on the determination of insurance. If Customer did not purchase shipping and insurance through W7G, Customer accepts full responsibility for any damage or loss in shipping and transit. Risk of loss shall pass to Customer upon pickup by the carrier.

**Ownership:** Title of any product sold by W7G shall not pass to Customer until payment is made in full to W7G.

**Sanctioned Countries:** Customer affirms and warrants that no product purchased from W7G will be sent, whether directly or indirectly, to a country or region currently regulated under economic sanction by the United States Government, unless the appropriate export licenses have been obtained and copies of such licenses submitted to and verified by W7G.

**Exchange Policy:** If Customer purchases any product from W7G on an exchange basis, then a complete product of the same or compatible part number, as determined by W7G, must be delivered to W7G's facility. If W7G incurs delivery charges for any reason in relation to the shipment of exchanges, these charges, at W7G's option, may be billed to Customer. Customer agrees to accept and immediately pay any such charges. Customer may request an RMA (Return Material Authorization) number prior to shipment to ensure the exchange is matched to the correct transaction. If no RMA is requested and indicated, W7G will use its own discretion in allocating the exchange. All exchanges are subject to review and acceptance by W7G prior to the issuance of any credit or refund which may be due to the Customer. Additional billing may occur if an exchange is considered unacceptable by W7G. All exchanges must have all original labeling intact, including serial numbers, to qualify for credit. All costs of shipping, duties, taxes, delivery, and related expenses are the responsibility of Customer. Exchanges must be received by W7G within thirty (30) days of shipment, unless otherwise stated in writing by an authorized representative of W7G. All exchanges not received by the due date will incur additional billing. All exchanges should be received using the shipping container provided to avoid additional billing, unless otherwise approved by W7G. Any exchange received after the due date may be subject to no or partial credit, at W7G's discretion. If an outright purchase price was not previously negotiated between W7G and Customer, the default additional billing will be calculated as the difference between the OEM outright price and the purchase price or at W7G's discretion. For sourced products, credits and additional billing may reflect the source vendor's policy.

**Returns Procedure:** All returns must be sent to 7241 Nova's Landing Drive, Sellersburg, IN 47172, USA, unless otherwise directed by W7G. All returns require a valid RMA number clearly marked on the shipment, which Customer may request from W7G by contacting [shipping@w7global.com](mailto:shipping@w7global.com). All returns are to be packed properly and insured. Shipping and insurance costs are the responsibility of the customer. Customer shall fully insure return shipments and is responsible for any insurance claims. Customer is responsible for ensuring the safe and timely delivery of any exchange, warranty, and restock products per the allowed timeframes as stated herein, regardless of any damage or loss in shipment. Damage or loss or processing of an insurance claim shall not extend the required delivery timeframes for exchange, restock, and warranty products.

**Warranty Policy:** Unless otherwise specified by W7G in the sales quotation, W7G offers a standard warranty of ninety (90) days full replacement for parts and ninety (90) days for x-ray tubes, prorated from the date of shipment, if Customer is in good standing. W7G must be notified in writing of a warranty claim within the set period in order to receive warranty credit. The warranty product must be returned to W7G within fifteen (15) days of this notification. The warranty is void if the original product serial number has been removed or altered, or if the product has been tampered with in any way. W7G's warranty does not cover product failure as a result of accident, abuse, power failure or fluctuations, misapplication, vandalism, riot, or "acts of God" (tornado, hurricane, earthquake, building collapse, fire, water, etc.). Any failure resulting from faulty installation or service, as determined at the sole discretion of W7G, or any failure caused by actions contrary to the advice of W7G, shall not be covered by warranty. Customer agrees to comply with all requests for information about the warranty failure, including but not limited to service reports, error codes, return product surveys, screenshots, pictures, and videos. Customer may be requested to perform troubleshooting steps and agrees to comply with any such directions. W7G reserves the right to confirm the validity of any warranty claim, and credit will only be issued on valid and approved warranty claims. W7G may repair or replace the product at its discretion. If a warranty claim is determined to be invalid, W7G may, at its sole discretion, bill the customer for any costs incurred for testing or any other actions

taken in validating the claim. Unless otherwise agreed, any warranty credit granted by W7G to Customer is to be used toward the purchase of a replacement product. Shipping fees, processing fees, and any other costs beyond the product itself are not covered under warranty unless otherwise specified. W7G may withhold or revoke any and all warranty coverage if the Customer's account balance is past due.

**Restock Policy:** W7G allows the restocking of products up to thirty (30) days from original date of shipment unless otherwise specified by W7G. By default, and unless otherwise approved by W7G, no restock credit will be issued for consumable parts or new OEM products. For sourced products, any restock credit may reflect the source vendor's policy. All restocks require a valid RMA number clearly marked on the shipment, which Customer may request from W7G. Any product returned for restock must be in the same condition in which it was originally sent. Restock credit is at the sole discretion of W7G. If the returned product is found to be defective or tampered with, restock credit will not apply. Unless otherwise specified by W7G at the time of sale, and at W7G's sole discretion, the following restock credits will apply for products received by W7G within fifteen (15) days:

Unopened:	75% credit (25% restock fee)
Opened:	70% credit (30% restock fee)
After 15 Days:	No credit, and product will be processed as an exchange

**Credits:** Any credit granted to Customer will be applied to Customer's account unless otherwise approved by W7G. If an unpaid balance exists on the account, any unallocated credits will be applied as payment toward this balance. Customer must claim and apply account credits within twelve (12) months, or the credit may be invalidated.

**WARRANTY DISCLAIMER:** UNLESS SPECIFICALLY STATED HEREIN, W7G MAKES NO WARRANTIES HEREUNDER, AND W7G EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY:** W7G SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES EVEN IF W7G HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Billing and Payments:** Customer agrees to pay any balance due within the agreed payment terms. Payments not made within the specified period of time shall be subject to a late payment penalty of 2% per month on all past-due balances. Such service charges shall become part of Customer's outstanding balance. Customer warrants that all products purchased from W7G will be used for business purposes and that Customer is not a consumer as defined by all applicable federal and state usury law. However, if Customer is a consumer, the interest rate is automatically reduced to the highest rate allowed by applicable law. All credit card payments shall incur a processing fee of 3.5% of the total invoiced amount.

**Other:** In the event any third parties are employed to collect outstanding monies owed, Customer shall pay all costs incurred by W7G, including but not limited to, attorney's fees, court costs, expert witness fees, sheriff's fees, travel expenses, arbitration fees, special process server fees, and bond costs. Customer assigns to W7G as security for any indebtedness, incurred or to be incurred to W7G, all of its existing or hereinafter acquired: accounts receivable, equipment, and inventory. W7G and Customer agree that this is the entire agreement and that no oral representation or agreement has been made which would modify this Agreement, or be considered a condition precedent or subsequent to the enforcement of this agreement. Any disputes relating to this transaction shall be governed by the laws of the State of Indiana. Further, Buyer submits to the jurisdiction and venue in the courts of Clark County, Indiana and further submits and agrees to the exercise of jurisdiction by the Commercial Court.