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FLT PLB-AC Five (5) Year Warranty and Terms & Conditions of Sale

All sales are expressly conditional on Buyer's agreement to the terms and conditions hereinafter set forth. No additional or different terms apply unless expressly agreed to in writing by First Light Technologies ("FLT").

Warranty All materials and component parts are guaranteed to be free from defects of material and/or workmanship for a period of five years. FLT assumes no responsibility for installation or proper selection of its products. This warranty excludes field labor or service charges related to the repair or replacement of the product.

Limitation of Liability FLT's liability is expressly limited to the repair or replacement of such parts where, in our opinion, failure is caused by a defect and not misuse or operation or storage outside the specification ranges, and is limited to such repair and replacement being made at the factory. "Failure" is considered a non-operating product. Freight charges to and from the factory will be borne by the purchaser. No claims for labor, performance, materials, or deductions from invoices will be allowed. Warranty is automatically voided if any unauthorized repairs or alterations are made.

Damaged Merchandise or Loss in Transit All merchandise is shipped at Buyer's risk of loss and/or damage so that Buyer shall promptly make any claims with the carrier. Title to the goods passes to consignee and/or Buyer upon delivery to carrier. Any claim for shortages or incorrect shipments must be made upon FLT, in writing, within Fifteen (15) days of the invoice date.

Returns Returns will only be accepted if FLT issues a Return Materials Authorization. ("RMA") Any request for an RMA must be made, in writing, within Thirty (30) days of the invoice date. All returns are subject to a minimum 50% restocking charge; all freight and reconditioning charges are the responsibility of Buyer.

Cancellations Orders may be canceled by the Buyer only if agreed to, in writing, by FLT and upon complete payment of cancellation/restocking charge. All modified orders are non-cancelable after release. Cancellation fee will be assessed for any product manufactured or partially manufactured.

Shipping Dates Shipping dates are approximate and will be based from the date that FLT has all the necessary information available which is required to process the order. Orders are accepted with the understanding that FLT is not obligated to make deliveries by any specific dates and assumes no liability for damages due to delay in filling the order. If delivery dates are specified, they cannot be guaranteed and are estimates only. FLT shall not be liable for late deliveries or non-deliveries due to fires, floods, wars, governmental action, civil commotion, strikes, labor trouble or shortage, inability to procure component materials, breakdown in machinery, inability to secure transportation facilities or equipment, acts of God or for any other cause beyond the FLT's control interfering with production, delivery, transportation or acceptance of its goods. Quantities so affected may be eliminated without liability, but the orders shall otherwise remain unaffected.

Payment Terms Payment terms for credit approved orders are net 30 days from the date of invoice. A late payment charge of 1.5% per month will be added to all outstanding balances after 30 days from the date of invoice. The buyer agrees to reimburse FLT for all incurred collection costs which are necessary to enforce payment of invoiced amounts.

Prices Prices are subject to change without notice.

Specifications FLT disclaims any liability for service or labor charges in connection with errors in measurement, prices or specifications. FLT reserves the right to change, without notice, specifications and materials.

Order Acknowledgement Buyer is responsible for accepting and approving the order acknowledgement. In the event of conflict between Buyer's purchase order and FLT order acknowledgement, the order acknowledgement shall take precedence and shall apply.

Freight Terms All shipments are Ex Works Factory, at the purchaser's risk.

Carrier and Packaging FLT reserves the right to select carrier, routing and truck size. If any shipment is made in accordance with the buyer's instructions, any additional labor or carrier costs shall be paid by the Buyer. FLT will determine packaging, unless the Buyer specifies differently. Any additional cost for special packaging will be paid by the Buyer.

Partial Shipments FLT reserves the right to make partial shipments unless the Buyer expressly stipulates otherwise. All such shipments shall be separately invoiced and paid for when due, without regard to subsequent or preceding shipments. Delay on any partial shipment shall not relieve Buyer of its obligation to accept remaining shipments.

Drop Shipments FLT reserves the right to refuse to make direct shipments to points of destination outside the regular assigned selling and service area of the distributor.

Refused Shipments If any shipment made in accordance with these terms and conditions or by other terms agreed to in writing by FLT is refused by the Buyer for whatever reason, Buyer shall be responsible for payment as though such merchandise had been accepted at the time of original delivery. Buyer shall also be responsible for any reasonable storage, handling, redelivery or interest charges, and shall pay such charges as invoices rendered.

Dispute Resolution The terms and conditions of sale for all products sold by FLT and for all services performed in Canada shall be governed by, and construed in accordance with the laws of the Province of British Columbia, Canada, without reference to conflict of laws principles.