

ADVANCED MATERIALS AND DEVICES TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“Terms”) govern the sale of all hardware, firmware, software, technical data, accessories, documentation, and related items (collectively, the “Product”) by Advanced Materials and Devices (“AMAD”) to the purchasing entity identified in the applicable quotation, order acknowledgment, or invoice (“Customer”). Customer’s submission of a purchase order, acceptance of a quotation, payment for, receipt of, or use of any Product, or any other conduct evidencing assent to purchase Product from AMAD, constitutes Customer’s acceptance of and agreement to be bound by these Terms. AMAD’s acceptance of any purchase order is expressly conditioned on Customer’s assent to these Terms, and any additional, conflicting, or different terms contained in any Customer purchase order or other document are hereby rejected and shall be of no force or effect unless expressly agreed to in a writing signed by AMAD.

1. General

These Terms, together with AMAD’s quotation, order acknowledgment, invoice, and any written amendment signed by AMAD, constitute the entire agreement between AMAD and Customer with respect to the Product (the “Agreement”). Any additional, inconsistent, or conflicting terms proposed by Customer are rejected and shall have no force or effect unless expressly accepted in writing by AMAD.

2. Prices, Taxes, and Payment

All prices are stated in United States Dollars and, unless otherwise stated in writing, are valid for thirty (30) days from the date of quotation. Prices do not include sales, use, excise, value-added (VAT), or other taxes, tariffs, duties, or governmental charges. Customer is responsible for all such amounts unless Customer provides valid tax-exemption documentation.

Unless otherwise agreed in writing, invoices are due net thirty (30) days from invoice date. Any amount not paid when due may accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law. AMAD may suspend shipments, warranty service, or support until all past-due amounts are paid in full.

3. Delivery, Title, and Risk of Loss

Any delivery date provided by AMAD is an estimate only. AMAD shall use commercially reasonable efforts to meet estimated delivery dates, but AMAD shall not be liable for delays caused by events beyond its reasonable control, including supply-chain disruptions, force majeure events, transportation delays, or Customer-requested changes. Unless otherwise agreed in writing, all Product shipments are made FCA (Incoterms 2020) AMAD’s facility in Reno, Nevada. Title to hardware and risk of loss or damage passes to Customer upon delivery of the Product to the carrier.

4. Inspection and Acceptance

Customer shall inspect the Product promptly upon receipt. Customer shall notify AMAD in writing within fourteen (14) days after receipt of any shortage, shipping damage, visible nonconformity, or other readily discoverable defect. Failure to provide timely written notice constitutes acceptance of the Product, except for latent defects covered by the limited warranty in Section 6.

5. Changes and Cancellation

Orders accepted by AMAD may not be canceled, terminated, or modified except with AMAD’s prior written consent. Customer shall be responsible for all costs and expenses incurred by AMAD in connection with any cancellation, termination, or modification, including material commitments, work in process, non-cancelable supplier charges, restocking charges, and other reasonable costs.

6. Limited Warranty and Exclusive Remedy

6.1 Limited Warranty

AMAD warrants to the original purchasing entity only that the Product will be free from defects in materials and workmanship under normal authorized use for a period of one (1) year from the date of purchase by Customer (the “Warranty Period”).

6.2 Warranty Remedy

If Customer notifies AMAD in writing during the Warranty Period of a defect covered by this Section, and AMAD confirms that the Product is defective and covered by warranty, AMAD shall, at its option, either:

- a) repair the defective Product; or
- b) replace the defective Product with a new or refurbished unit.

For a valid warranty claim, AMAD will cover standard shipping costs associated with the warranty repair or replacement.

6.3 Warranty Exclusions

This limited warranty does not apply, and shall be void, with respect to any defect, damage, malfunction, or failure caused in whole or in part by any of the following:

- a) exposure of the Product to pressure greater than the sensor’s maximum rating;
- b) exposure to environmental conditions outside the operating range, limits, or specifications stated in AMAD documentation;
 - a. immersion of the Product in water deeper than three (3) feet and/or for longer than thirty (30) minutes (excluding OmniBlast® Water); or
 - b. prolonged exposure to temperatures in excess of 140°F;
- c) misuse, abuse, negligence, accident, improper handling, improper storage, improper charging, or use not in accordance with AMAD instructions;
- d) natural wear and tear of the battery, including normal capacity degradation over time which is expected to retain 80% of its new device battery life after 1 year;
- e) unauthorized service, repair, opening, modification, alteration, tampering, or use of unauthorized parts;
- f) reverse engineering, disassembly, decompilation, or other unauthorized technical analysis of the Product; or
- g) use of the Product for any purpose outside its intended use.

6.4 Warranty Claims Procedure

To make a warranty claim, Customer must provide written notice to AMAD within the Warranty Period and include, to the extent available, the Product serial number, date of purchase, a description of the issue, and relevant operating conditions. AMAD may require return authorization and return of the Product for inspection before processing a claim.

6.5 Data Recovery

Data from a defective or damaged sensor may be recoverable, but data recovery is not included in this limited warranty. AMAD will attempt data recovery in the event it hasn’t been recovered but does not guarantee data will be recoverable.

6.6 Exclusive Remedy

THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY WARRANTY CLAIM OR PRODUCT DEFECT.

6.7 Disclaimer of Other Warranties

EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN THIS SECTION, AMAD MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR TRADE PRACTICE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Use Restrictions and Proprietary Rights

The Product contains proprietary and confidential information of AMAD, including without limitation proprietary hardware, firmware, software, layouts, designs, interfaces, technical data, and documentation.

Except to the extent expressly permitted by applicable law notwithstanding this restriction, Customer shall not, and shall not permit any third party to:

- a) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive the source code, structure, design, or underlying ideas of the Product;
- b) modify, adapt, translate, or create derivative works based on the Product;
- c) remove, alter, obscure, or deface any proprietary, confidentiality, copyright, trademark, patent, export-control, or other notices on the Product or its documentation; or
- d) use the Product except as expressly authorized by AMAD documentation and this Agreement.

Any firmware or software embedded in or provided with the Product is licensed, not sold. No intellectual property rights are transferred except the limited right to use the Product for its intended purpose. Any violation of this Section is a material breach of this Agreement and voids the limited warranty.

8. Export Control and ITAR Compliance

Customer acknowledges that the Product, and any related firmware, software, technical data, and documentation, is subject to the International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. Parts 120–130, and other applicable U.S. export-control laws and regulations.

Customer shall not export, re-export, transfer, release, disclose, or otherwise provide access to the Product or related technical data, directly or indirectly, to any foreign person or for any foreign end use, except as authorized in advance by the U.S. Government and permitted by applicable law.

Customer shall:

- a) restrict access to the Product and related technical data to authorized personnel only;
- b) maintain reasonable administrative, physical, and technical safeguards to prevent unauthorized access, transfer, or disclosure;
- c) ensure that any permitted third parties with access to the Product comply with applicable export-control obligations; and
- d) comply with all applicable U.S. export-control laws and regulations.

Any violation of this Section is a material breach of this Agreement, voids the limited warranty, and may result in suspension of performance, termination, and any other remedies available to AMAD.

9. Intended Use

The Product is intended solely for military/police training, testing, research, and field environments. The Product is not a medical device and is not intended to diagnose, prevent, monitor, treat, or mitigate any injury, condition, or disease, including blast-related injuries. Customer assumes all responsibility and risk for any use of the Product outside its intended purpose.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AMAD SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF DATA, LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF OPERATIONAL CAPABILITY, OR COST OF SUBSTITUTE GOODS OR SERVICES, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF AMAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

AMAD'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THE PRODUCT OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT GIVING RISE TO THE CLAIM.

This product is powered by a lithium-ion (Li-ion) battery. By using this device, the user acknowledges that Li-ion batteries carry inherent risks, including fire, explosion, or the release of toxic fumes if mistreated. The user must strictly adhere to all charging and storage instructions. To the maximum extent permitted by applicable law, AMAD shall not be held liable for any incidental, indirect, special, or consequential damages—including but not limited to property damage, personal injury, or wrongful death resulting from battery failure, thermal runaway, improper charging, or unauthorized modification of the device.

11. Force Majeure

AMAD shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including acts of God, war, terrorism, civil unrest, labor disputes, communicable disease outbreaks, epidemics, pandemics, governmental action, embargoes, transportation interruptions, shortages of labor or materials, or supplier failure. AMAD shall use commercially reasonable efforts to mitigate the effects of any such event and resume performance as soon as reasonably practicable.

12. Assignment

Customer may not assign, delegate, or transfer this Agreement or any rights or obligations under it without AMAD's prior written consent. Any attempted assignment in violation of this Section is void.

13. Governing Law and Venue

For customers other than the United States Government, this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada and applicable federal law of the United States, without regard to conflict-of-laws principles. The parties consent to exclusive jurisdiction and venue in the state or federal courts located in Washoe County, Nevada. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. For contracts with the United States Government, this Agreement shall be governed by and construed in accordance with the Federal common law of government contracts.

14. Entire Agreement, Amendment, Severability, and Waiver

This Agreement constitutes the entire agreement between the parties with respect to the Product and supersedes all prior or contemporaneous discussions, proposals, and agreements relating to the subject matter hereof.

Any amendment or modification to this Agreement must be in writing and signed by an authorized representative of AMAD.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

No waiver of any breach or right under this Agreement shall be effective unless in writing and signed by the party against whom enforcement is sought, and no waiver of any breach shall constitute a waiver of any other or subsequent breach.

15. Contact Information

For notices, warranty claims, or questions regarding this Agreement or the Product, contact:

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