

Exhibit A: Terms and Conditions

Applicable Law and Jurisdiction: will be delivered to and accepted by Sentec and will be deemed to be made in the State of Delaware. This Agreement will be interpreted, and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Delaware.

Delivery and Shipping Terms: Delivery of the goods (“Goods”) covered within, will be delivered within a reasonable time after the receipt of Customer’s Purchase order, shipped per customer preferred shipping method, UPS or FEDEX, and billed on Customers collect account number as indicated on purchase order(s). If customer does not indicate preferred shipment method Sentec will use the best shipping method and pre-pay shipping charges will be added to the customer invoice. Freight on Board (FOB) shipping point, freight, and insurance payable by Customer. Sentec shall not be liable for any delays, loss or damage in transit. Sentec may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer. Each shipment will constitute a sperate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Customer’s purchase order.

Payment Terms: Net 30 days upon date of invoice (upon credit approval). Sentec accepts payment by Check, ACH or by credit cards. Credit card payments not made at time of order placement may be subject to a 3% fee. Any late payments are subject to 2% interest per month of the highest rate permissible under applicable law, or the highest amount by law, accrued daily. Remittance or current statement requests can be made to receivables.us@sentec.com.

Return Policy: All returns must be pre-approved and accompanied by a Return Material Authorization number (RMA#) prior to returning any Goods. Contact Sentec to obtain an RMA number at service.us@sentec.com or via phone at #877-425-8746 option #3. Returns due to product defect or warranty related failures will be evaluated by technical support staff prior to RMA# being issued. Returns of goods requests are to be made within 30 days from date of purchase. Any request to return product purchased prior to that date will not be accepted. Any request to return product for invoice credit due to being purchased in error are subject to a 25% restocking fee.

Limited Product Warranty:

(A) Sentec warrants to Customer that from the date of shipment of the Goods until the dates reached as specified below (in each case “Warranty Period”), that such Goods will materially conform to the specifications set forth in Sentec’s published specifications in effect as of the date of shipment and will be free from material defects in material and workmanship as follows:

- i. the V-Sign Sensor 2, model VS-A/P/N, excluding the cable, for the period of eighteen (18) months after purchase.
- ii. the Sentec Digital Monitor, model SDM, and electric or electronic accessories except cables for the earlier of twenty-four (24) months after purchase.
- iii. the perishable and disposable products, until the expiration date printed on the label.

(B) Sentec makes no additional warranties of (a) merchantability; or (b) fitness for a particular purpose; or (c) against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

(C) When products are found to be defective, it is Sentec's sole discretion to repair or replace defective products. Capital Goods may be replaced or repaired with refurbished parts or products. However, Customer misuse, abuse, or neglect voids the warranty.

Intellectual Property Rights: If the Goods include software necessary for their operation ("Software"). Upon purchasing the Goods, Sentec provides a non-exclusive, royalty-free, license for Customer to use the Software solely for the purposes of operating the Goods. From time to time, Sentec may, but shall not be obliged to, provide Customer with upgrades to the Software. Customer agreed to upload and use any upgrades only in accordance with Sentec's instructions or pursuant to installation Services provided by Sentec. Customer's failure to install any updates or upgrades promptly after they are provided by Sentec shall void all warranties and release Sentec from all obligations and liability to the extent arising as a result of such failure, and Sentec may cease all support for the Software.

Force Majeure: Neither party shall not be liable or responsible to the other party, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the affected party including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, third party lockouts, third party strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of sixty (60) days, the non-affected shall be entitled to give notice in writing to the affected party to terminate this Agreement, and it being understood that the affected party shall use reasonable efforts to resume performance as soon as practicable under the circumstances.