



# Terms & Conditions of Sale and Warranty

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**1. General.** The following terms and conditions will apply to all orders received and all sales made by 1004335 Ontario Inc. (C.O.B. A D Metro) herein known as "A D Metro" or "the seller". Any objections to these terms must be made in writing to A D Metro within ten (10) days following this document delivery. The entity that submits a purchase order to A D Metro will henceforth be referred to in this document as the Buyer.

These Terms and Conditions may not be altered, amended, or waived except in writing and signed by an officer of the parties to be bound thereby. Acceptance of Buyer's purchase order is subject to acceptance of the express Terms and Conditions contained herein. If any provisions of Buyer's purchase order or other writings are different from or are otherwise in conflict with these Terms and Conditions, these Terms and Conditions shall govern and the terms contained in Buyer's purchase order or other writings are expressly rejected by A D Metro.

**2. Pricing.** All prices are in either of; Canadian or US funds and the agreed upon currency will be noted on all quotations, correspondence, order acceptance notices and invoices. Quoted prices are valid for 30 days. Prices reflected in A D Metro price lists are subject to change at any time without prior notice.

**3. Duties and Taxes. Canada.** All prices include any duties that may be applicable and are subject to the rates in effect at the date of sale. Further, prices are

subject to increase or decrease to reflect any changes in duty made prior to the shipping of the product. The Canadian Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as the case may be, will be added to the invoice at the rate in effect at time of shipment. Provincial and municipal taxes, if applicable, will be added to the invoice and at the rate in effect at time of shipment. Customers claiming exemption from such taxes are required to submit proper tax exemption documentation and statement of such with their order. **International:** Prices are in US funds and unless otherwise specified in the quotation, the prices shown do not include any taxes, import or export duties, tariffs or customs charges. Buyer agrees to pay A D Metro the amount of any federal, state, county, municipal, or other taxes, duties, tariffs or custom charges levied by any jurisdiction foreign or domestic which A D Metro may be required to pay on account of the ownership at the place of installation or during transit of the material or equipment which is the subject of this contract, or on account of the transportation, sale, or use of said material or equipment.

**4. Order acceptance.** Buyer's purchase orders, provided either orally or in writing, for any A D Metro product, are subject to the terms and conditions of this policy. A D Metro will not be obliged by any terms, conditions or prices stated in Buyer's purchase orders, acceptance forms, or elsewhere which vary, limit or add to the terms, conditions or prices of this policy. A D Metro's lack of response to any provisions contained in any purchase order or other communication from Buyer will not be construed as a waiver of these conditions nor as an acceptance of any such provisions. No order accepted by A D Metro may be altered or modified by Buyer unless agreed to in writing and signed by an authorized official of A D Metro.

**5. Changes.** Orders arising hereunder may be changed or amended only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer may not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will advise Buyer of the total charge for such cancellation, and Buyer agrees to pay such charges, including, but not limited to, storage and shipment costs, costs of producing non-standard materials, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent public accountants shall be conclusive on the parties hereto

**6. Payment Terms.** Payment terms are net 30 days from date of invoice for credit approved accounts. For non-credit approved customers, payment is pre-paid prior to shipping. Past due balances are subject to a late payment charge of 18% per annum calculated monthly, or the maximum amount permitted by applicable law, whichever is less. Buyer shall pay all charges, costs and legal fees incurred in collecting amounts owed.



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Payment for Non-Recurring Engineering (NRE) will be billed same day and payment is due upon invoice. A D Metro reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms. When partial shipments are made, payments therefore shall be due in accordance with the above terms upon submission of invoices by A D Metro. These terms apply to partial as well as complete shipments of the products. Discounts for quantity purchases are indicative of actual products shipped within a maximum 3 month period from the original date of order acceptance with a minimum initial release of at least 25% of the total quantity ordered with firm delivery dates for the balance of the order. A D Metro will allow the Buyer to re-schedule the delivery to take place during this period on one occasion only, at no charge. To make further changes made from the accepted schedule, A D Metro may charge an administration fee and the rescheduling may not to exceed 90 days. A D Metro reserves the right to invoice the Buyer, the difference in prices, should quantities ordered to obtain the discounted price not be taken in accordance to A D Metro's 90 day shipping policy.

**7. Title.** Title of ownership to the products shall pass from A D Metro to Buyer when A D Metro has delivered the products. The delivery of products ordered by the Buyer to a carrier shall constitute delivery to Buyer. The risk of loss or damage in transit regardless of the freight payment and method passes to Buyer at the moment of delivery.

**8. Default of payment.** If Buyer defaults in any payments, A D Metro reserves the right to retain any partial payments which may have been made as receipts for non-payment damages, and shall be entitled to the immediate possession of the goods at Buyer's expense. If Buyer fails to pay in accordance with these terms, A D Metro, at its option, may charge Buyer, and Buyer shall pay A D Metro (in addition to the originally invoiced order price), interest on the debt at the rate of eighteen percent (18%) per annum from the due date until Buyer pays the debt in full.

**9. Delivery.** Shipping dates are approximate. Unless otherwise agreed in writing, delivery of the product will be made F.O.B. A D Metro's warehouse (Ottawa, Canada). If conditions arise which prevent compliance with delivery schedules, A D Metro shall not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay, and such delay shall not constitute grounds for cancellation. Without limiting the generality of the foregoing, A D Metro shall not be liable for delay by reason of inability, due to causes beyond its reasonable control, to obtain the necessary labor, materials or manufacturing facilities, or for delay due to the elements, acts of God, acts of Buyer (or of Buyer's agents and other contracting parties), acts of non-performance of suppliers, acts of civil or military authorities, priorities, fires, floods, epidemics, quarantine restrictions, war, riot, strikes, differences with workmen, accidents or breakdown to machinery and equipment, delays in transportation or any other causes beyond the control of A D Metro whether or not similar to the foregoing. In such event, delivery dates shall be deemed extended for a period equal to such delay. Shipments are considered to be 'on time' if delivered

within three business days prior to the estimated delivery date or one business day after the estimated delivery date.

## **10. Shipping Policy - F.O.B. Point.**

Shipping terms are F.O.B. A D Metro's warehouse with the risk of loss or damage transferring to Buyer, once products are delivered to the shipping carrier. Buyer is expected to provide a valid carrier and account number to which A D Metro will ship all products collect and charge freight, specified insurance and applicable duties & taxes to the Buyer.

If carrier information is not provided, A D Metro shall select an appropriate method and routing of the shipment and invoice Buyer all transportation costs, including full damage/loss insurance coverage, duties, taxes and VAT in addition to a 20% administration and handling fee. The carrier will be considered the agent of Buyer for all purposes and regardless of who contracted with such carrier.

**11. INDEMNITY.** Buyer agrees to defend, indemnify and hold A D Metro, its officers, directors, agents, and employees harmless from any and all claims, demands, actions and causes of action relating to personal injury or property damage to third parties, including lawyer's fees and actual costs ("Claims") incurred as a result thereof, arising after delivery of the Products to Buyer. Seller agrees to defend, indemnify and hold Buyer, its officers, directors, agents, and employees harmless from Claims to the extent of Seller's gross negligence.

**12. Insurance.** A D Metro will maintain fire, extended coverage, vandalism, malicious mischief and sprinkler leakage insurance on all property belonging to the customer, while such property is in A D Metro's possession. A D Metro's liability for lost or damaged customer's property is limited to the replacement value of the raw materials involved.

**13. Limitation on Liability.** IN NO EVENT WILL A D METRO BE LIABLE FOR DIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES FROM ANY CAUSE OR FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF WHETHER THE CLAIM ARISES FROM ACTUAL OR ALLEGED BREACH OF WARRANTY, INDEMNIFICATION, BREACH OF CONTRACT, NEGLIGENCE INCLUDING PRODUCT LIABILITY, CONTRIBUTION OR ANY LEGAL THEORY AND IN NO EVENT WILL A D METRO BE LIABLE FOR LOST PROFITS, COSTS OR LOSSES NOT ASSOCIATED WITH DIRECT PHYSICAL DAMAGE TO PROPERTY FOR ANY CLAIMS MADE UNDER OR RELATED TO THE SALE OF PRODUCTS OR SERVICES TO BUYER. IN NO EVENT SHALL A D METRO'S LIABILITY FOR DIRECT PHYSICAL DAMAGE OR LOSS OF ANY TYPE EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES THAT ARE THE SUBJECT OF ANY CLAIMS MADE BY BUYER.



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**14. Patent disclaimer.** Seller does not warrant that the use or sale of the products delivered under will not infringe the claims of any United States or other patents covering the product itself or the use thereof in combination with other products or in the operation of any process.

**15. Inspection.** Buyer agrees to, immediately upon receipt, verify the accuracy of shipments received from A D Metro and inform A D Metro of any errors within seven (7) calendar days. In order for the notice of rejection to be effective it must also specify the reason(s) why the products are being rejected. A D Metro reserves the right to refuse the buyers notice of rejection should A D Metro in it's reasonable discretion deem the order to be compliant with the Buyer's originating order.

**16. Loss or Damage on Shipments.** A D Metro shall not be responsible for any losses or damages in transit. Claims for either of losses or damages, must be made promptly by Buyer against the carrier. A D Metro will, however, provide reasonable assistance to Buyer in order to secure financial adjustments from the carrier.

**17. Insurance coverage.** Shipping collect or prepaid, the Buyer must advise at time of order what carriage insurance value if any, is required to be placed upon the shipment. If the Buyer does not specify, then no value of the shipment will be declared for insurance and any loss or damage of the shipment while in transit will be at the exclusive peril of the Buyer.

**18. Technical Assistance.** At Buyer's request, Seller may, at Seller's discretion, furnish technical assistance and information with respect to Seller's products. SELLER MAKES NO WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO TECHNICAL ASSISTANCE OR INFORMATION PROVIDED BY SELLER OR SELLER'S PERSONNEL. ANY SUGGESTIONS BY SELLER REGARDING USE, SELECTION, APPLICATION OR SUITABILITY OF THE PRODUCTS SHALL NOT BE CONSTRUED AS AN EXPRESS WARRANTY UNLESS SPECIFICALLY DESIGNATED AS SUCH IN A WRITING SIGNED BY AN OFFICER OR OTHER AUTHORIZED REPRESENTATIVE OF SELLER

**19. Credit / Exchange Returns.** A D Metro may accept returned merchandise; however, only when approved by A D Metro in advance. Any goods being returned for any reason must include a Return Merchandise Authorization (RMA) number, or the return will be refused and a credit not issued. Returns must be shipped transportation prepaid in original factory cartons or equivalent and must have been purchased within the previous thirty (30) days. Upon a satisfactory inspection, a credit will be issued at Buyer's original purchase price and may be subject to a restocking charge by A D Metro. Any

merchandise or material returned in damaged condition will not be eligible for return, credit or exchange.

**20. Cancelling orders.** Order cancellations may only be allowed under the following conditions: The Buyer may not cancel orders for standard product orders within 30 days of the scheduled ship date. The Buyer may not cancel custom orders or orders for merchandise to be made or procured specifically for the Buyer's sole use. Such orders will be considered non-cancelable and non-returnable. All sales for custom orders are final and any deposits or other money paid in the maintenance of the order will be forfeited if the Buyer cancels the orders or refuses delivery. In the event A D Metro agrees to cancel a custom order, its cancellation fees shall include, but are not limited to: materials not returnable to A D Metro's suppliers, freight costs, labor and overhead costs incurred in the production of the order. Refusal of the delivery of a scheduled order does not constitute an order cancellation.

**21. Errors.** A D Metro reserves the right to correct clerical errors or omissions at any time and without consequence or obligation to the Buyer.

**22. Governing Law.** All contracts for the sale of A D Metro products shall be governed and construed according to the laws of the Province of Ontario, Canada.

**23. Warranty Coverage Information.** A D Metro (referred to as the "Warrantor") is dedicated to providing our customers with quality product and services. In the event of problems arising with our products, A D Metro provides a flexible limited warranty service on our touch screens and controllers. When problems arise please contact us for a Return Materials Authorization (RMA) form as per instructions below.

A D Metro warrants its Standard (COTS) Touchscreen products for a period of 5 years for ULTRA models and 3 years for non-ULTRA sensors, from the date of shipment. A D Metro warrants custom designed sensors for 1 year and sensors with 3<sup>rd</sup> party enhancements subcontracted by A D Metro's suppliers for 1 calendar month of the date of the shipment. A D Metro warrants all sensors used in portable devices and sensors used for in-vehicle applications for 2 years, and does not recommend using non-ULTRA sensors for in-vehicle applications.

Product	Warranty
4, 8-wire resistive touch screen	3 years
5-wire resistive touch screen	3 years
4, 8-wire ULTRA touch screen	5 years
5-wire ULTRA touch screen	5 years
Projected capacitance (P-Cap) touch screen	1 year
Surface acoustic wave (SAW) touch screen	5 years
Controllers (Resistive/SAW/P-Cap)	1 year
Sensors used in portable devices and sensors used for in-vehicle applications	2 years



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- A D Metro will repair, replace or credit the defective part in the event of a defect in materials or workmanship causing a functional error within the warranty period as noted above. All sensors are inspected and tested by A D Metro to meet published Optical and Functional criteria, sensor with minor flaws that fall within these specifications are not warrantable. For optical inclusions to be covered under warranty, the customer must report such to A D Metro within two weeks of receiving the shipment. Contact A D Metro for criteria documentation. Sensors repaired or replaced under warranty will be limited to the remaining warranty period of the original product.

Warranty will not apply to any product which has been 1) improperly installed, 2) installed in an unsuitable operating environment, 3) used in an application other than that for which it was designed, 4) any unauthorized attachment, removal or alteration (of any part) including serial number label, 5) subjected to unusual mechanical, physical or electrical stress, 6) modified or repaired by anyone other than A D Metro, 7) Exposed to environmental conditions outside the published or previously agreed upon specifications, 8) optically bonded to the face of an LCD or 8) abuse, misuse, neglect, shipping damage or accident.

- Warranty will not apply to parts improperly stored including 1) sensors stacked flat (horizontally) on top of each other, 2) sensors removed from individual sensor wrapping or sleeves, 3) in temperatures/humidity outside published storage specifications, 4) in generally dusty and dirty environments, 5) stacked in more than two of the original boxes, 6) with any protective surface films removed.
- A D Metro will assume no liability or obligation with respect to expenses, liabilities or losses associated with the use of the product.

## 24. Warranty Return Information.

Before returning goods for warranty, the customer must complete a Return Materials Authorization (RMA) Request Form to obtain an RMA number, or the return will be refused.

If you are not sure whether the defective product is warrantable please don't hesitate to contact technical support or email [service@admetro.com](mailto:service@admetro.com) for assistance. In many cases a quick digital photograph will expedite the determination of whether the part should be returned under warranty.

## 25. Obtaining a Return Material Authorization (RMA) Number.

- Please contact your regional sales representative prior to returning the product to obtain an RMA Request Form or download the form from <http://www.admetro.com/support/>. Please fill in this

document with the part number(s), serial number(s), and trouble statement.

- Send form to A D Metro via email to [service@admetro.com](mailto:service@admetro.com) or Fax: 1-613-742-5245.
- A D Metro will then send the customer an RMA Authorization Form. This document will include your assigned RMA number. Once the number is issued, it will be valid for 45 days.

## 26. Returning Product under RMA.

- Returns must be shipped transportation, duties and tariffs prepaid.
- Returns must be returned in original factory packaging (including protective sensor films, foam/bubble sleeves, boxes, cartons and crates) or satisfactory equivalent. A D Metro is not responsible for inbound freight or related fees associated to RMAs. A D Metro's warranty provides for the repair/replacement of the product and will include economy level return freight for all warrantable returns.
- Be sure to follow Domestic and International shipping instructions provided in the RMA Authorization Form.
- Indicate clearly what the defect is for each return item:
  - If it is for a visual or physical defect, indicate on the touch surface the location of the defect with a sticker or by circling with a marker. Use permanent marker only on glass surface of sensors.
  - If it is for a functional defect, calibration or linearity issue, describe the response of the cursor (ie, sticks to middle of screen, cannot access corner of screen, no touch possible, lines draw crooked and tend to left, etc).
- Clearly indicate RMA number on outside of box(es).
- Clearly indicate RMA return on all Packing Slips/commercial invoices.
- Please return completed copy of this RMA Authorization Form with the shipment.
- A D Metro must receive the defective product within the specified warranty period.

Packages received without appropriate notations or received collect without prior consent may be refused.

## 27. RMA Processing.

Upon receipt of RMA goods by A D Metro:

- Technical Support will determine whether the product is out of specification and falls within warrantable criteria.
- Customer will be notified of RMA status via RMA Report or simple email.
- A D Metro will credit, repair or replace the defective components at its discretion and return the repaired/replaced product to the purchaser freight prepaid, economy.
- If returned product falls outside warrantable criteria A D Metro:





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- May offer to repair non-warrantable products for a fee.
- Offer to return product as is to customer on customer shipping account.
- Scrap the broken/defective unit(s).
- A D Metro will keep RMA products that fall outside the warrantable criteria for a maximum of one month. If the customer did not instruct A D Metro to return the product, A D Metro will scrap the broken/defective units after one month of notifying the customer of the RMA status.

**28. LIMITS AND EXCLUSIONS.** There are no express warranties except as set forth above. The terms of this warranty agreement are subject to immediate revision by the warrantor.

WARRANTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE APPLICABLE WARRANTY PERIODS SET FORTH ABOVE.