



3Wire Terms & Conditions

Last Updated: March 1, 2018

3Wire.com (the "Website") and its partner affiliate program websites (also the "Website") are operated by 3Wire Group Inc. ("3Wire"). 3Wire provides its services and programs subject to the terms and conditions listed below. By using the Website, or by engaging in any other transaction with 3Wire (such as by phone, fax, EDI, or email), you agree to and accept these Terms & Conditions.

Pricing

All prices on the Website are in U.S. dollars.

Sales Taxes

The sales tax displayed during checkout is only an estimate—you are responsible for any different or additional taxes that are required.

Shipping and Freight

Our shipping terms are FOB Shipping Point. Shipping and freight costs, and any handling fees, may not always be able to be quoted during checkout. You are responsible for any shipping, freight, and handling fees, as well as any extra charges for additional shipping services.

Payment

Credit Cards

3Wire accepts Visa, MasterCard, and American Express. We generally do not charge your credit card until your order has entered the shipping process.

Credit Terms

To apply for credit terms, please contact our Customer Care team. If you have established 3Wire credit, payment terms are net 30 days from the date of invoice. Past due amounts may have a 1.5% service charge applied each month. We may revoke credit terms at any time.

For credit card sales, if for some reason we are not able to obtain timely payment from you, you must submit your full payment through other means. Exceeding your credit limit may prevent you from ordering from 3Wire until your balance is resolved. If our repeated efforts to collect payment from you are unsuccessful, we may forward your account to an outside collection agency in which you agree to pay your balance and any additional collections fees.

Risk of Loss

All products purchased from 3Wire are made pursuant to a shipment contract. This means that the risk of loss and title for purchased products passes to you once we give your shipment to the carrier. When you return products, the risk of loss and title passes back to us once we receive the products from the carrier.

Subscriptions

If you request a subscription order on an eligible product, these orders will be future-dated for the duration and frequency you selected. Like other orders, each subscription order will be invoiced at the time of shipping. You are responsible for all shipping and freight costs related to subscription orders. Subscription orders will be shipped via UPS Ground unless you direct us otherwise.

Privacy

By using our Website, you agree to our Privacy Policy.

Your Account

You are responsible for keeping your account and password confidential, and by using the Website you agree to accept responsibility for all activities that occur under your account and password. If you are under 18, you may use the Website only with the supervision of a parent or guardian. 3Wire reserves the right to refuse service, terminate accounts, or cancel orders at its own discretion. 3Wire will edit your account information only with your express consent.

Electronic Communications

When you use the Website or send communications from your desktop or mobile device to us, you are communicating with us electronically. You agree to allow us to send you electronic communications, such as emails or notices and messages on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that these communications be in writing.

Copyright & Trademarks

All content on the Website is the property of 3Wire or others from which we accept content for our use and may not be used without our permission. 3Wire and the 3Wire logo are registered trademarks of 3Wire Group Inc. Equipment manuals and related documents are submitted by manufacturers, and we do not guarantee their accuracy or completeness, including translations into any language. You may not engage in any activities that monitor, copy, or scrape content on the Website using any robot, spider, crawler, or other automatic device or manual process.

Endorsements

Displays or references of names, logos, products, or services of third parties are not endorsements or sponsorships by 3Wire, but are provided for education and convenience.

Website Disclaimer

We do not guarantee that the Website and any affiliated applications will have uninterrupted or error-free operation, that content will always be correct, or that our software is free of harmful components. Prices, availability, terms, designs, material specifications, weights and dimensions and all other information on the Website are subject to change without notice.

Product Warranty

We will use commercially reasonable efforts to make supplier factory warranties available to you. See "Returns for Warranty or Defective Parts" below for instructions on warranty-related claims and returns.

FOR PRODUCTS PURCHASED UNDER THESE TERMS & CONDITIONS, 3WIRE DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND MAKES NO WARRANTY OTHER THAN THE WARRANTY OF TITLE AND THE WARRANTIES EXPRESSED IN THIS AGREEMENT.

You acknowledge and agree that products purchased from 3Wire are not designed or intended for use in aircraft.

Damaged Products

If a product is damaged during shipping, our Customer Care team will assist you with the claim process. You must note the damage on the bill of lading, and any obvious package damages must be signed by you as damaged when you receive it.

Returns

To return a product, email returns@3wire.com for instructions. Please include your customer account number, order number, or P.O. number for the order containing the products you wish to return. We will not accept any returns without prior approval, and this approval may be given or withheld at our discretion. A restocking fee may apply for most returns. Returns will not be accepted beyond 90 days of the product's purchase. Special Order or nonstock products may not be cancelled or returned.

Returns for Warranty or Defective Parts

For all warranty-related returns, a completed Warranty/Defective Claim form is required and can be obtained by contacting our Customer Care team. Warranty/Defective Claims are limited to the warranty conditions provided by the product's manufacturer. For us to validate and process your warranty claim, you must follow all instructions found on the Warranty/Defective Claim form. You are responsible for any shipping or freight costs related to your Warranty/Defective Claim, as well as any subsequent replacement products.

Disclaimer of Certain Damages/Limitation of Liability

IN NO EVENT SHALL 3WIRE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO YOU FOR:

- 1) ANY THIRD PARTY CLAIMS; OR*
- 2) ANY INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES AND EXPENSES OF ANY TYPE OR NATURE ARISING IN CONNECTION WITH THIS AGREEMENT, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY, STRICT LIABILITY OR NEGLIGENCE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.*

3WIRE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DELAY IN FURNISHING PRODUCTS OR ANY OTHER PERFORMANCE.

NOTHING IN THIS SECTION SHALL LIMIT EITHER PARTY'S LIABILITY:

- 1) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR*
- 2) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY ITS NEGLIGENCE.*

SUPPLIER'S CUMULATIVE LIABILITY FOR LOSS OR DAMAGES UNDER OR RELATED TO THESE TERMS & CONDITIONS FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT

INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AGGREGATE TOTAL AMOUNT PAID BY YOU TO 3WIRE DURING THE 30-DAY PERIOD PRECEDING THE DATE OF THE EVENTS GIVING RISE TO THE LIABILITY, LESS ANY PAYMENT PREVIOUSLY MADE BY 3WIRE TO YOU IN RESPECT OF ANY LOSS OR DAMAGES ASSOCIATED WITH SUCH EVENT.

IN NO EVENT SHALL ANY 3WIRE SUPPLIER, AGENT, OR AFFILIATE HAVE ANY LIABILITY OR RESPONSIBILITY RELATED TO ANY TRANSACTION BETWEEN YOU AND 3WIRE.

Indemnification

You will defend (at 3Wire's request), hold harmless, and indemnify 3Wire, its parent, affiliated companies and suppliers, and their respective officers, agents, and employees for any and all damages, liabilities, allegations, claims, lawsuits, demands, judgments, awards, or settlements, for:

- 1) injury to person, property, business, or otherwise related to the products or other performance by 3Wire in relation to transactions with you, even if, to the extent permitted by law, arising from 3Wire's negligence, or
- 2) your breach of these Terms & Conditions.

3Wire's indemnification rights and remedies and all of 3Wire's other rights and remedies provided in these Terms & Conditions shall be non-exclusive rights and remedies for 3Wire. This section shall be construed in favor of providing defense and indemnification.

Marmon Code of Responsible Business

3Wire's parent company is the Marmon Group LLC ("Marmon"). You agree to comply, and cause your personnel to comply, with Marmon's Code of Business Conduct and Ethics, which is available upon request from us.

Applicable Law

The laws of the State of Minnesota govern these Terms & Conditions and all business relations and transactions between you and us.

Entire Agreement

These Terms & Conditions are the complete and final agreement between you and us. Except for a separate and express contract between you and us, no purchase order or other communication from you to us that contains provisions different from what is in these Terms & Conditions may supersede these Terms & Conditions.

Disputes

All claims and disputes arising under or relating to these Terms & Conditions are to be settled by binding arbitration in Minneapolis, Minnesota by one arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court that has jurisdiction.

Severability

If any provision in these Terms & Conditions is held to be illegal, invalid, or unenforceable, all other provisions in these Terms & Conditions will remain in full force and effect. The illegal, invalid, or unenforceable provision will be deemed stricken and replaced with one that is legal, valid, and enforceable, and as near in substance as possible to the original provision.

Updates

We recommend that you regularly review these Terms & Conditions, as we reserve the right to update them at any time without notice.

Contact Information

If you have any questions about these Terms & Conditions, or to send notices, please contact us at one of the following:

Mailing Address

3Wire Group, Inc.
101 Broadway Street West
Suite 300
Osseo, MN 55369

Phone Number

763-488-3000

Email

legalnotices@3wire.com