

Corporate Terms, Conditions and Policies



The Power to See
Your Business™

General Terms and Conditions

Open Account

To establish an open account, the Customer must submit a completed credit application, three (3) current credit references, a bank reference and a current financial statement (if available) for approval prior to shipment. Customers that are not an open account may order and pay by certified funds, wire transfer, C.O.D. or credit card.

Pricing

All pricing is subject to change without notice. All shipments are billed at current prevailing prices. Only quotes in writing are binding.

Payment Terms

Standard terms are Net 30 days and require that an invoice amount be paid in full within this time. A specific condition for maintaining any Wren discount is prompt payment within the Net 30 term. Payment beyond the standard term may be cause for discounts and other program benefits to be rescinded. All accounts past due will be charged interest at the rate of 18% per annum or the maximum rate of interest allowed by law, whichever is the lesser. Invoices past due may result in non-processing of other orders. Full performance by Wren shall be deemed to have occurred upon product shipment from Wren's place of business.

If litigation is required to enforce or defend any provision of this instrument, or any other instrument or claim arising out of or pertaining to the business relationships between Wren and a Customer, Wren shall be entitled to recover its costs and expenses related to the litigation, including reasonable attorney's fees.

Payment of this invoice constitutes acceptance by Customer of the terms and conditions set forth herein as well as any product specific provisions set forth in supplemental documents.

Custom and OEM Projects

A 50% deposit may be required in advance for all custom, special order and OEM orders. This deposit will not be refunded in the case of cancellation of purchase order. Pricing on this type of equipment is non-discountable and may require additional time to quote and/or deliver. Custom, special order and OEM products cannot be returned.

Shipping

Orders will be shipped F.O.B., Wren Warehouse. For open accounts, Wren will prepay freight and add the amount to Customer invoice. Wren reserves the right to ship via carrier and manner of its choice, unless otherwise noted on purchase order. Orders must be received by 12:00PM C.S.T. for same day shipment (when stock allows).

- **Discrepancies:** Any discrepancies between packing slip and merchandise received must be reported within ten (10) business days of receipt of product.
- **Damaged Merchandise: Failure to notify the appropriate party as described below may result in denial of the claim.**
 - **Prepaid Freight:** If damaged merchandise is received, keep all original shipping materials, packaging and documentation, and notify Wren within ten (10) business days for further instruction.
 - **Collect/Third-Party Freight:** Customer is responsible for filing a claim with carrier.

Returns

In order to return parts to the factory for repair or credit, please call the factory at (800) 881-2249 or (573) 893-2249 to obtain a Return Authorization (RA) number. All returns are subject to Wren's RA Policy. Goods returned for credit should be in their original condition—new and unused. Merchandise may be returned by the Customer for credit within 30 calendar days from the invoice date. Products may not be returned more than 31 calendar days from the invoice date. Custom, special order and OEM products may not be returned.

Wren Standard Limited Manufacturer's Warranty

Wren warrants its products as set forth on the Customer invoice against any defects in material or workmanship if each product is used for the purposes for which it was intended. This warranty shall not apply if a product has been damaged or rendered defective (a) as a result of accident, misuse or abuse; (b) as a result of unauthorized modification or alteration; (c) as a result of service by anyone other than Wren or its authorized service providers; or (d) resulting from use with parts not provided by Wren as part of the original product. Products are warranted from the ship date, recorded as the invoice date on the Customer invoice. The Wren Standard Limited Manufacturer's warranty period is one (1) year but product warranty periods may vary—refer to contract or purchase order for specific warranty terms. Warranty claims will be processed only when accompanied by original order numbers which include: purchase order number, sales order number, invoice number and serial number (if applicable) or other information allowing Wren to identify the product and its origins. Warranties for products not manufactured by Wren and for non-product services such as consulting or installation will be as set forth in the contract or purchase order. This warranty extends solely to the original Customer purchasing the product. The original Customer cannot transfer the warranty to anyone who purchases the product from the original Customer unless specified in writing by Wren.

Product Specific Warranties and Other Provisions

Some Wren products and/or services may provide for warranties, support, procedures and/or other provisions that are applicable to such products and/or services. Such provisions may be set forth in documents including but not limited to End User License Agreements associated with particular Wren software products or Product Instruction Sheets associated with particular Wren hardware products. In the event there is any difference or conflict between provisions herein and provisions for particular products and/or services, the provisions applicable to such particular products and/or services will govern.

Limitation of Liability

Under no circumstances (warranty or otherwise) will Wren be liable to the Customer for any amount over and above the cost of the product or service in question. Wren will not be liable for any loss of business, down time, damage or injury to property or person, or any other claimed consequence of an alleged defect in material or workmanship in a product or service. Wren will not be liable for any use of its products or services that violates the rights of another, including but not limited to any privacy rights, real property rights, and intellectual property rights such as but not limited to rights under patent and/or copyright laws. Wren will not be liable for unauthorized use of any software or hardware features of the products to capture information including data, audio, images, or videos that constitute copyrighted works of another without proper permission from the owner(s) of such works. Wren will not be liable for any actions taken by Customer or another that make use of captured information, including data, audio, images or videos, in a manner that violates the personal privacy rights of another or otherwise causes injury to another.

Applicable Law, Venue

Unless indicated otherwise in an agreement for a particular Wren product or service, including but not limited to End User License Agreements for Wren software products, the parties agree that the interpretation and enforcement of this instrument, or any other instrument or claim arising out of or pertaining to the business relationships between the parties, shall be governed by the laws of the U.S., and specifically the laws of the State of Missouri. Venue for purposes of any litigation related to this agreement shall be Cole County, Missouri.

Force Majeure

Wren will not be responsible for any loss, damage, or delay caused in whole or substantial part by natural or man-made disaster or act of God, labor strikes or disruption, or unavailability of products or delay in shipping.

Product Warranty Terms

Below are standard warranty periods. Specific terms are described in Wren's Terms and Conditions document.

| Product Series | Warranty Period |
|--|-----------------|
| Cameras and accessories | |
| IP Fixed Cameras | 3 years |
| Analog Fixed Cameras | 3 years |
| Analog PTZ's | 1 year |
| Housings & Mounts | 3 years |
| Monitors | |
| PVM | 1 year |
| LCD | 1 year |
| Mounts | 3 years |
| Perimeter Protection | 1 year |
| Power Supplies | 1 year |
| All other non-Wren manufactured equipment will carry the original manufacturer warranties | |

Return Policy

Following is Wren's policy for return of product:

- 1 Products returned without a Wren-issued Return Authorization (RA) number will not be accepted.
- 2 Malfunctioning product will be repaired or replaced (at Wren's option) during the applicable warranty period (refer to Wren Terms and Conditions, or other applicable Wren product warranty statement for details). To obtain warranty service:
 - 2.1 The customer will call Wren Technical Support, who will assist in product troubleshooting.
 - 2.2 Upon receipt of a Return Authorization (RA), the customer may do one of the following:
 - 2.2.1 Ship the malfunctioning hardware to Wren for repair or replacement.
 - 2.2.2 Request an advance replacement. The customer must provide security consideration for the replacement product (e.g., PO, credit card), which will be processed only if:
 - (a) the malfunctioning product is not returned within 30 days of receipt of the replacement product, or
 - (b) no problem is found (NPF) with the returned product, or the problem is outside the scope of the product warranty (e.g., damaged by customer).
 - 2.3 In those cases where Wren elects to replace the product: (or where the customer has requested advance replacement):
 - 2.3.1 New product will be provided if the RA is issued less than 30 days after original equipment shipment.
 - 2.3.2 Refurbished product may be provided for RA's issued after 30 days.
 - 2.4 Shipping charges:
 - 2.4.1 The customer pays shipping charges to return the defective product to Wren.
 - 2.4.2 Wren pays charges to ship the replacement product to the customer.
 - 2.4.3 For NPF or out-of-scope cases (ref. 2.2.2(b) above), the customer will pay all shipping charges.
- 3 Returns for credit - other than warranty reasons (e.g., excess or incorrectly ordered product):
 - 3.1 Standard and stock products may be returned within 30 days for a full credit of the purchase price (not including shipping and other similar sunk costs).
 - 3.2 The product must be brand new and unopened in the original packaging. Product which does not meet these requirements may not be accepted, or may incur a processing fee (at Wren's option).
 - 3.3 Products may not be returned more than 30 calendar days from the invoice date.
 - 3.4 Custom, special order and OEM products may not be returned.
 - 3.5 The customer will pay all shipping charges for any returns.

Identification of Wren Intellectual Property

Wren®, the Wren logo, The Power to See Your Business, Wren IP Solutions, No Tools Required, and Solution Set Series are trademarks of Wren. The trademarks that are followed by ® are registered trademarks in the U.S. All other trademarks and/or registered trademarks mentioned herein are properties of their respective owners and are for reference purposes only. The use of such third party trademarks does not indicate any affiliation with or sponsorship of or by Wren.

Website Privacy Policy for wrensolutions.com

Commitment to Privacy

Wren Associates, Ltd. (“Wren”) respects your privacy, and wants you to understand the ways in which Wren does and does not use the information that you transmit when you visit this Website. This statement discloses Wren’s privacy practices. The information gathered by Wren falls into two categories: (1) information supplied by visitors to this Website, and (2) tracking information gathered as visitors navigate through the Website.

Acceptance of this Privacy Policy and any Changes

By using this Site, you accept Wren’s Privacy Policy. If you do not agree, please do not use this Website. If we need to change our Privacy Policy at some point in the future, we’ll post the changes before they take effect. Of course, our use of information gathered while the current policy is in effect will always be consistent with the current policy, even if we change that policy later. Your continued use of this Website following the posting of changes to these terms will mean that you accept those changes.

Voluntary Participation

Any registration or other information you provide on this Website to Wren is entirely voluntary; visitors to this Website who do not wish to supply the information necessary to use the features requiring registration information remain free to take advantage of the other content available on the Website.

Security

Wren will make commercially reasonable efforts under the circumstances to keep secure the data you provide, such as using a secure server, in an effort to protect your personally identifiable information from loss, misuse, or alteration.

Personally identifiable information may include but is not limited to your name, physical address, e-mail address, phone number, business affiliation, username, password, or other information supplied by you as a user of this site. Wren’s agents or hosting contractors who have access to your personally identifiable information in connection with providing services for Wren are required to keep the information confidential, and are not permitted to use this information for any other purpose than to carry out the services they are performing for us. Although Wren will take commercially reasonable measures to try to prevent the loss, misuse, or alteration of your information, you understand and agree that Wren cannot and does not guarantee that such occurrences will not happen; you understand and assume that risk.

Wren has no liability for disclosure of information due to errors in transmission or unauthorized acts of third parties.

Cookies

Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide features such as Partner Portal and Order Tracking, as well as to display information relevant to each particular user. Cookies do not reveal personal information; the only personal information a cookie can contain is information you supply. Cookies cannot read data off your hard disk.

Although some browsers provide you with the ability to block or disable cookies by changing various browser settings, we recommend that you leave such cookie settings turned on so you are able to use the Partner Portal and Order Tracking features or other specialized features of the wrensolutions.com Website.

Use of Information by Wren

Wren may use personally identifiable information provided by you to:

- (1) Deliver products and services that you have requested;
- (2) Manage your account and provide you with customer support;
- (3) Perform research and analysis about your use of, or interest in, our products;
- (4) Communicate with you by e-mail, postal mail, telephone or mobile device about products and/or services that may be of interest to you either from us or from third parties;
- (5) Enforce the wrensolutions.com Privacy Policy or Terms of Use agreement or any other agreement or policy; and
- (6) Manage our business.

Opt-Out Policy

You can opt out of being contacted by Wren or receiving information from Wren at any time by sending an email to info@wrensolutions.com. Wren will, however, continue to use your email address to send you notices regarding changes in services or our policies. Certain third parties, such as content providers, may provide content on the Website but they are not permitted to collect any information. Wren does not share any user information with these parties. Wren may also track and analyze non-identifying and aggregate usage and volume statistical information from users and share such information with third parties.

Information Sharing and Disclosure

We generally do not rent, sell or share personally identifiable information about you with other people or nonaffiliated companies except to provide products or services you've requested, when we have your permission, or under the following circumstances:

- (1) Wren will release specific information about you to comply with any valid legal process such as a search warrant, subpoena, statute, legal process or court order, or as otherwise required by law.
- (2) Wren may also release specific information in special cases, such as may be needed to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threat to the physical safety of any person, attempted breach of the security of the Wren sites, or violations of Wren's Website Privacy Policy or Terms of Use or any other agreement or policy.
- (3) Wren may provide your personal identification information to our successor in the event of a merger with, acquisition of, or acquisition by or to a third party company that purchases Wren's assets in the event of our liquidation or cessation of business operations. Wren will provide you with reasonable notice and the opportunity to opt-out prior to the disclosure.

Third-Party Websites

There may be places on this Website where you may click on a link to access other websites that do not operate under this Privacy Policy. For example, if you click on an advertisement or news link, you may be taken to a website that we do not control. These third-party websites may independently solicit and collect information from you. We recommend that you consult the privacy policies of all third-party websites you visit by clicking on the "privacy" link typically located at the bottom of the web page you are visiting.

Correcting & Updating Your Information

If you need to update or change any information, you may do so by sending written notice to **Wren Solutions, 124 Wren Parkway, Jefferson City, MO 65109 USA**; or to this e-mail address: info@wrensolutions.com.

Visiting the Service from Outside the United States

This Privacy Policy is intended to cover the collection of information gathered by Wren over this Website from residents of the United States. If you are visiting the Service from outside the United States, please be aware that your information may be transferred to, stored and processed in the United States where our servers are located and our central database is operated. The data protection and other laws of the United States and other countries may not be as comprehensive as those in your country. Please be assured that we seek to take reasonable steps to ensure that your privacy is protected. By using this Website, you understand that your information may be transferred to our facilities and to those third parties with whom we may share your information as described in this Privacy Policy.

No Rights of Third Parties

This Privacy Policy does not create any rights enforceable by third parties or require disclosure of any information relating to users of the Service.

Changes to this Privacy Policy

Wren may occasionally modify this Privacy Policy to reflect changes in our practices and services. These modifications may be made with or without notice to you. Your continued use of the Service after the posting of any modifications to this Privacy Policy constitutes your acceptance of such modifications. We recommend that you check the Website from time to time to inform yourself of any changes in this Privacy Policy or in any of our other policies or agreements, including but not limited to the Website Terms of Use for wrensolutions.com.

Additional Information

If you have questions or concerns regarding this Privacy Policy or the practices of this Website, you should first contact Wren by email at info@wrensolutions.com.

Website Terms of Use for wrensolutions.com

IMPORTANT! THESE TERMS OF USE GOVERN YOUR USE OF THIS WEBSITE, WHICH IS PROVIDED BY WREN ASSOCIATES, LTD. AND ITS AFFILIATES (“WREN”). BY ACCESSING THIS WEBSITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY WREN AT ANY TIME IN ITS DISCRETION. YOUR USE OF THIS WEBSITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE REGULARLY.

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Restrictions On Use

You may use this website for purposes expressly permitted by this website. You may not use this website for any other purpose, including any commercial purpose, without Wren’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this website, or (ii) frame this website, or (iii) hyper-link to this website, without the express prior written permission of an authorized representative of Wren. For purposes of these Terms of Use, “co-branding” means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this website or content accessible within this website. You agree to cooperate with Wren in causing any unauthorized co-branding, framing or hyper-linking immediately to cease.

Proprietary Information

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