



Eng3 Corporation General Terms of Business for Retail Customers

Acceptance of Orders and Delivery of Products:

Each retail customer (a "CUSTOMER") may submit orders for products (the "PRODUCTS") directly to Eng3 Corporation ("ENG3") using ENG3's standard product order form available from an ENG3 authorized sales representative, on the ENG3 website, or by contacting ENG3 directly. Upon receipt of a product order form, ENG3 will deliver an Invoice / Order Confirmation to the CUSTOMER confirming CUSTOMER's product order and listing the final amount due including taxes, shipping fees, and any other applicable fees or discounts. Upon ENG3's receipt of CUSTOMER's payment in full, ENG3 will ship the ordered PRODUCT(S) to the CUSTOMER.

Prices:

ENG3 regularly publishes a price list for its PRODUCTS. A current price list may be obtained by contacting ENG3 either by telephone or email. Published prices may be subject to change by ENG3 without advance notice. The price paid by each CUSTOMER shall be the price in effect on the day CUSTOMER submits an order form to ENG3.

Terms of Payment:

ENG3 accepts payment in the form of Visa, MasterCard, American Express, check or electronic wire transfer. All payments shall be made in United States currency. Payment of the amount indicated on the Invoice/Order Confirmation must be received by ENG3 in full prior to shipment.

Terms of Delivery:

After receiving payment in full from CUSTOMER, ENG3 shall ship the PRODUCT(S) to CUSTOMER using an express delivery service. CUSTOMER's signature will be required by the delivery service at the time of delivery. Products are generally shipped within 10 days. In the event the current supply of PRODUCTS is not sufficient to complete CUSTOMER's order, ENG3 may deliver PRODUCTS to CUSTOMER in multiple shipments.

Returns:

CUSTOMERS may return the PRODUCT(S) in original condition to ENG3 for a refund within 30 days after receipt of delivery, subject to a re-stocking fee. Prior to the acceptance of any PRODUCT return by ENG3, CUSTOMER must first contact ENG3 to obtain a valid Returned Merchandise Authorization Code ("RMA Code"). Returned PRODUCT(S) must be shipped in original packaging and must include the RMA Code provided by ENG3. Return shipping shall be by express courier and at the sole cost and expense of the CUSTOMER.

Shipping costs to CUSTOMERS are not refundable. Money transfer charges including credit card fees or wire transfer fees will be deducted from the refund amount. Damaged or broken PRODUCTS are not eligible for refund.

PRODUCT(S): Device

A re-stocking fee of \$300.00 per device is applied when device is in acceptable and clean condition. Additional fees may be assessed if device is received in unsatisfactory condition.

PRODUCT(S): Accessory

The re-stocking fee for accessories is included in the re-stocking fee per device. Additional fees may be assessed for accessories returned in unsatisfactory condition. Any missing or opened non-reusable accessories are subject for invoice or deduction from refund amount.

Upgrades:

CUSTOMERS may choose to upgrade the PRODUCT(S) ordered at anytime prior to shipment by ENG3 or within 60 days after receipt of delivery by contacting ENG3 and submitting a new product order form indicating the upgrade model. Upon receipt of a new product order form, ENG3 will deliver an Invoice/Order Confirmation to the CUSTOMER confirming CUSTOMER's upgrade order and listing the final amount due including taxes, shipping fees, and any other applicable fees or discounts. Customer shall return the PRODUCT(S) to be upgraded in original packaging to ENG3 by express courier and at the sole cost and expense of the CUSTOMER. Upon ENG3's receipt of the PRODUCT(S) to be upgraded in their original condition and CUSTOMER's payment in full, ENG3 will ship the upgraded PRODUCT(S) to the CUSTOMER.

Damaged Goods:

Each CUSTOMER has an obligation to inspect its PRODUCT(S) at the time of delivery for any damage. Unless ENG3 is notified in writing by CUSTOMER specifying any damage to the PRODUCT(S) within seven (7) days after receipt of delivery, the PRODUCT(S) included in such delivery shall be deemed free from damage and accepted by CUSTOMER. ENG3 inspects and approves all PRODUCTS at least twice prior to shipping.

Warranty / Guarantee:

ENG3 publishes a warranty for each of its PRODUCT lines. A current warranty may be obtained by contacting ENG3 either by telephone or email. Published warranties may be subject to change by ENG3 without advance notice. The warranty valid for purchased PRODUCT(S) by each CUSTOMER shall be the warranty that is in effect on the day CUSTOMER submits an order to ENG3.