

Inter-Dimensional Technologies, Inc.  
Electronic People Counter Policies  
As of May 14, 2019

By purchasing our people counter system, Customer agrees to the following terms and conditions, unless otherwise agreed upon by IDT and Customer in writing prior to execution of sale. All prices are in US Dollars.

**Product Line:**

This document only reflects sales of our Electronic People Counter product line, which includes RTC-P3, RTC-S2X, RTC-S2XL, EPC-IRD1, EPC-IRD1e, EPC-MAG1, RTC-P1 and all accessories relating to these products. All other product lines by Inter-Dimensional Technologies, Inc. will have its own terms and conditions.

**Changes in Policies:**

Although there will be very few changes, Inter-Dimensional Technologies (d/b/a IDT Electronics; IDT) reserves the right to change these policies without any prior notice.

**Return Policy:**

IDT offers a conditional 30-Day Money-Back Guarantee. If Product does not perform as specified on the IDT website (www.IDTElectronics.com) or on any IDT printed advertising, Customer may return Product and Product must be received back to IDT's office within thirty (30) days of delivery date of order, with a written explanation of the reason for the return, for a refund of the purchase price. However, Customer must contact IDT via telephone and be willing to troubleshoot the issue on the phone before IDT will allow for the return of Product, so that IDT can be sure that the product was installed and set up correctly. IDT must issue an RMA number in order to accept return of product. If Customer returns equipment without contacting IDT beforehand and receiving an RMA number, or if Customer returns equipment for any reason other than the fact that it did not perform as indicated on the IDT website or on IDT printed advertising, or if Customer returns Product after the 30-day return period, then IDT **will** refuse receipt of the returned product and no refund will be given.

If IDT issues an RMA number, allowing return of Product, if said Product is returned with damages, whether due to shipping damage or whether done by Customer, IDT reserves the right to charge Customer for said damages. Therefore, it is recommended that Customer purchase insurance when shipping. All charges due to damages described in this paragraph will have the terms of Net 30 days. IDT will not accept returns for any other reason and will not accept any returns after this 30-day period.

**Manufacturer's Warranty:**

IDT will repair or replace, at its discretion, any returned defective product (does not include batteries or NEMA enclosures) that fails within five (5) years of the delivery date under the following conditions. **1:** This warranty will be void if Product is misused, abused, installed inconsistently with the provided Product instructions or if overdue balances exist. **2:** If Product fails during the first year, IDT will repair or replace the unit in question **at no cost to Customer**. IDT will also pay shipping charges in both directions if Customer resides in North America. If Customer does not reside in North America, then Customer must pay shipping charges in both directions, regardless of when Product failed. **3:** If Product fails during second through fifth year, IDT will repair or replace the unit in question for the following flat fee and Customer will be responsible for payment of shipping in both directions: 3D Camera System: **\$65 flat fee**. RTC-P3 and/or door sensors: **\$45 flat fee**. RTC-P1: **\$35 flat fee**. EPC-IRD1 and/or EPC-IRD1e: **\$30 flat fee**. EPC-MAG1: **\$20 flat fee**.

**4:** If the Product fails after the five-warranty period, IDT will determine if it will repair the product and, if so, will issue a repair quotation including parts, labor, and shipping. **5:** IDT will accept returns of defective product for repair or replacement, if and only if, IDT Technical Support personnel indicate to do so in advance; ensuring IDT Technical Support personnel are given the opportunity to distinguish between product failure and installation and/or operating errors. **6:** If IDT decides to decrease the number of years of the warranty, then Customer will still be covered under the longer warranty that was in place at the time of purchase.

The equipment is designed to be used indoors and any damage due to outdoor use, such as rain or extreme dust or debris will also void the warranty, unless Customer purchases an optional NEMA waterproof enclosure from IDT.

**Technical Support:**

Our technical support currently consists of support via telephone and/or e-mail. We do not offer onsite technical support **under any conditions**.

**Free Technical Support:** IDT provides a given number of free minutes of technical support during the first 30 days after the delivery date via telephone and/or e-mail. The following number of minutes of free technical support is provided for each of the following models: 3D Camera System is **120 minutes**; RTC-P3 is **60 minutes**; EPC-IRD1 is **30 minutes**; RTC-P1 is **30 minutes**; EPC-MAG1 is **15 minutes**.

These free minutes of technical support are only offered during the first 30 days after the delivery date.

**Yearly Technical Support Contract:** IDT has eliminated this option until further notice due to a lack of customer participation. We may offer a yearly support contract in the future.

**Hourly Technical:** The current hourly rate for hourly technical support is **\$70/hour** and billed in six-minute increments. There is a minimum charge per incident for hourly technical support. The minimum hourly technical support charge is currently **\$14.00 (0.2 hours)** and is subject to change without notice. Customer must provide IDT with credit card information that will be used to charge for the incident before any technical support is provided. Customer will not be provided payment terms for hourly technical support.

If an incident requires more than 12 minutes, then Customer will be billed for every six minutes thereafter. As an example, 13 minutes will incur a charge of 18 minutes (0.3 hours), which equates to \$21.00 at our current rate of \$70/hour.

Customers who do not reside in North America will be responsible for long distance charges. Those customers will be required to call IDT in order to accept the long distance charges.

**Overdue Invoices:**

IDT charges two (2) percent interest per month on all invoices overdue by more than 30 days. A five-dollar (\$5.00) processing fee is also charged for each invoice that is mailed or e-mailed to Customer for invoices that are overdue by more than 30 days. IDT reserves the right to refuse to repair faulty Product and to withhold any and all technical support if any invoices are overdue by more than 30 days, until the balance is paid in full.

**Delivery of Order:**

IDT does not require signature for delivery. If package is left at Customer's address and it is stolen or missing after shipping company (UPS, USPS, etc) website shows package status as delivered, then IDT assumes no responsibility and no replacement or refund will be given.

**Privacy:**

IDT does not sell, rent, lend or provide customer information to any third parties for any reason at this time, unless it would be required by law. IDT may provide potential customers Customer contact information, such as name, company name, phone number and e-mail address so that potential customers can contact Customer for reference. If Customer does not wish to be included in any potential reference list, then Customer can notify IDT and opt out. IDT reserves the right to use positive comments concerning IDT and/or IDT Products for advertising purposes. IDT will use the first name and last initial of the contact person of Customer, as well as the company name of the Customer. IDT will contact Customer if IDT would like to request the contact person's last name also be used for said advertising.

**Liability Disclaimer:**

IDT declines any liability if the product produces incorrect or incomplete information due to the malfunction or failure of the product. IDT declines any liability of any decisions made by Customer based on incorrect or incomplete information due to the malfunction or failure of the Product.

**Product Intention:**

Customer agrees only to resell, lease or rent the Product with the expressed written consent of IDT.

**DISPUTE RESOLUTION:**

In the unlikely event of any dispute at law or equity between the Parties, the Parties consent and agree to submit the matter to final and binding resolution in Magisterial District 34-3-01, currently located at Old Jail Building, 17 Lake Avenue, Montrose, PA 18801 (Phone: (570) 278-4600, ext. 160), which Court shall have exclusive jurisdiction and Court of Common Pleas powers based on this agreement, waiving the usual jurisdictional limits. The magistrate's decision shall be final and binding without appeal to or jury trial in the Court of Common Pleas, which rights are hereby mutually waived in the interests of economy, privacy, and speedy resolution. The Parties agree to request the Magistrate to deliver a written opinion setting forth factual findings, the decision rationale, and a judgment/order that can be filed in any court having jurisdiction. At the expense of the moving party, the Magistrate may reconsider the opinion once upon a written motion submitted and served within ten (10) business days of the opinion's date.

IDT is not responsible for any typographical errors in this document and cannot be held responsible for such errors.