

Introduction

About These Terms

These Standard Terms & Conditions of Sale ("Terms") establish the commercial framework governing the sale of products, engineered systems, software, professional services, and related deliverables provided by Emitted Energy, LLC ("Emitted Energy" or "Seller").

Emitted Energy partners with industrial manufacturers, utilities, infrastructure owners, OEMs, system integrators, and commercial organizations to design, supply, integrate, and support engineered thermal imaging, sensing, automation, and process monitoring solutions. Our work often extends beyond supplying equipment to include engineering, software development, controls integration, commissioning, training, validation, lifecycle support, and technical services.

These Terms are intended to establish clear commercial expectations, define the responsibilities of both Buyer and Seller, reduce misunderstandings, and promote successful project execution throughout the project lifecycle.

Unless otherwise agreed in writing, these Terms apply to all quotations, proposals, Statements of Work, purchase orders accepted by Seller, and all resulting commercial transactions.

Our Commitment

At Emitted Energy, we believe successful projects are built upon engineering excellence, clear communication, mutual accountability, and long-term customer relationships.

Whether supplying a replacement component or delivering a fully integrated automation system, our objective is the same:

- Understand the application.
- Clearly define the project scope.
- Deliver quality products and professional services.
- Communicate openly throughout the project.
- Support our customers long after project completion.

These principles guide our business and are reflected throughout these Terms.

MARSHAL® EARLY FIRE DETECTION (EFD) SYSTEM

Terms and Conditions of Sale

1. System Purpose

The Marshal® Early Fire Detection (EFD) System is an early warning and condition monitoring system designed to identify abnormal thermal conditions and potential fire hazards through thermal imaging, analytics, and associated monitoring technologies. Its purpose is to provide advance notification of developing hazards so facility personnel can investigate, evaluate, and respond before conditions escalate.

Marshal EFD is intended to supplement a facility's overall fire protection strategy and is **not** intended to replace code-required fire alarm systems, smoke detectors, heat detectors, flame detectors, gas detection systems, sprinkler systems, fire suppression systems, emergency response procedures, or any other life safety systems required by applicable codes, regulations, insurance requirements, or the Authority Having Jurisdiction (AHJ).

The Marshal EFD System is intended to improve situational awareness and provide earlier notification of developing thermal events; however, it does not guarantee detection of every hazardous condition or prevention of fire, property damage, business interruption, personal injury, or loss of life.

2. Customer Responsibilities

The Purchaser is solely responsible for:

- Providing suitable environmental conditions for proper system operation.
- Providing continuous electrical power and network communications necessary for system operation.
- Providing and maintaining any required battery backup, UPS equipment, generators, and redundant communications infrastructure unless expressly included in this quotation.
- Maintaining all fire protection and life safety systems required by applicable codes and regulations.
- Establishing and following appropriate emergency response procedures for alarms, supervisory conditions, advisory notifications, and trouble conditions.
- Performing routine inspections, preventative maintenance, lens cleaning, testing, calibration, and annual system validation as recommended by Emitted Energy.
- Ensuring all operators and responsible personnel are properly trained in system operation and emergency response procedures.
- Promptly reporting any suspected equipment malfunction or degradation in system performance.

3. System Limitations

Purchaser acknowledges that no electronic monitoring system can detect every hazardous condition or prevent every fire.

System performance may be affected by conditions including, but not limited to:

- Loss of electrical power
- Battery or UPS failure
- Network or communication interruptions

- PLC, controller, server, or software failures
- Camera hardware failure
- Camera obstruction or lens contamination
- Dirt, dust, moisture, condensation, insects, snow, ice, smoke, or debris
- Mechanical damage, vibration, or misalignment
- Environmental conditions beyond equipment specifications
- Unauthorized configuration or programming changes
- Improper installation or maintenance
- Firmware or software malfunction
- Third-party equipment failures

Accordingly, Emitted Energy does not warrant that every abnormal condition or fire event will be detected or that property damage, business interruption, personal injury, or loss of life will be prevented.

4. Power and Communications

The Marshal EFD System requires continuous electrical power and, where applicable, communications infrastructure to operate properly.

Unless expressly identified in this quotation, Emitted Energy does not provide or guarantee:

- Emergency battery backup
- UPS systems
- Generator backup
- Redundant power supplies
- Redundant network infrastructure
- Uninterrupted system availability

Loss of electrical power, communications, supporting infrastructure, customer-provided equipment, or other conditions beyond Emitted Energy's reasonable control may result in partial or complete loss of monitoring capability.

Purchaser assumes full responsibility for providing, maintaining, testing, and monitoring all required backup power systems and communications infrastructure necessary to support continuous operation of the Marshal EFD System.

5. Third-Party Equipment

Where the Marshal EFD System incorporates customer-supplied or third-party equipment—including but not limited to thermal cameras, visible cameras, networking equipment, switches, PLCs, servers, software, fire alarm systems, suppression systems, building management systems, or other hardware—Emitted Energy makes no warranty regarding the performance, compatibility, reliability, availability, or fitness of such equipment beyond any warranty provided by the original manufacturer.

6. Inspection, Testing, and Maintenance

Proper system performance depends upon routine inspection, testing, cleaning, maintenance, calibration, and periodic validation.

Purchaser agrees to maintain the system in accordance with Emitted Energy's recommendations, manufacturer requirements, and applicable codes and standards.

Failure to properly inspect or maintain the system may reduce or eliminate detection capability and may void applicable warranties.

Emitted Energy recommends annual system inspection and operational validation by qualified personnel to verify proper performance and document continued operational readiness.

7. Code Compliance

Purchaser is solely responsible for ensuring that the installation, operation, maintenance, and use of the Marshal® Early Fire Detection (EFD) System complies with all applicable federal, state, provincial, and local laws, regulations, building codes, fire codes, electrical codes, insurance requirements, and other applicable standards.

Emitted Energy may provide application guidance, recommended system architectures, integration recommendations, and technical support based on industry experience and the information provided by the Purchaser. Unless expressly identified in a separate written engineering agreement executed by both parties, such recommendations do not constitute a professional engineering opinion, code compliance certification, or legal interpretation of applicable codes or regulations.

The Purchaser is solely responsible for obtaining all required permits, approvals, inspections, and acceptance of the installation, and for coordinating with the Authority Having Jurisdiction (AHJ), insurance carrier, fire protection engineer, electrical engineer, or other qualified professionals as required. Final determination of code compliance and system acceptance rests exclusively with the applicable Authority Having Jurisdiction (AHJ) or other regulatory authority.

Where the Marshal EFD System interfaces with fire alarm systems, fire suppression systems, building management systems, process control systems, or other third-party equipment, the Purchaser is responsible for ensuring that such integration complies with all applicable codes, manufacturer requirements, listing requirements, and regulatory approvals.

8. Indemnification

Purchaser agrees to defend, indemnify, and hold harmless Emitted Energy, LLC, its officers, employees, affiliates, representatives, suppliers, and subcontractors from and against any claims, liabilities, damages, losses, costs, expenses, and reasonable attorney's fees arising from or related to:

- Improper installation by parties other than Emitted Energy.
- Unauthorized modifications, programming changes, or alterations.
- Improper operation, misuse, abuse, or neglect.
- Failure to inspect or maintain the system.
- Failure to respond appropriately to alarms, supervisory signals, advisory notifications, or trouble conditions.
- Failure to maintain required fire protection or life safety systems.
- Improper integration with third-party equipment.
- Use of the system outside its intended application.
- Purchaser's failure to comply with applicable laws, regulations, or codes.

9. Limitation of Liability

To the fullest extent permitted by law, Emitted Energy shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to:

- Loss of profits
- Loss of production
- Business interruption
- Loss of use
- Loss of data
- Property damage
- Environmental damage
- Personal injury
- Death
- Increased operating costs
- Costs associated with emergency response or business recovery

regardless of whether such damages arise in contract, warranty, negligence, strict liability, tort, or otherwise, and regardless of whether Emitted Energy has been advised of the possibility of such damages.

Emitted Energy's total cumulative liability arising from the sale, installation, configuration, programming, service, maintenance, or use of the Marshal EFD System shall not exceed the purchase price paid for the specific equipment or services giving rise to the claim.

10. No Guarantee of Detection or Fire Prevention

Purchaser acknowledges that thermal imaging, analytics, artificial intelligence, fire detection technologies, and electronic monitoring systems have inherent limitations and cannot guarantee detection of every abnormal condition or fire event.

Marshal EFD is intended to reduce risk through earlier detection and notification of developing thermal events but cannot eliminate all hazards or guarantee prevention of fire, property damage, business interruption, personal injury, or loss of life.

11. Warranty

Unless otherwise stated in this quotation, equipment supplied by Emitted Energy is covered by the applicable manufacturer's standard warranty together with any additional written warranty expressly provided by Emitted Energy.

EXCEPT FOR SUCH EXPRESS WARRANTIES, EMITTED ENERGY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR PERFORMANCE.

12. Acceptance

Acceptance of this quotation, issuance of a purchase order, payment of any deposit, commencement of work, or authorization to proceed shall constitute Purchaser's acknowledgment that it has read, understands, and agrees to these Terms and Conditions.