



Customer Terms & Conditions

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Applies To: All customers, purchasers, distributors, and end users ("Customer") purchasing products or services from Wraith Systems LLC ("Company").

1. Scope and Acceptance

These Terms and Conditions apply to all products and services provided by the Company. Acceptance occurs upon submission of an order, approval of a quote, payment, acceptance of delivery, use of the product, or written/electronic confirmation. Conflicting Customer terms are rejected unless approved in writing.

2. Ordering & Authorization

Orders may be placed through email confirmation, approved quotes, invoice payment, contracts, distributor purchases, or purchase agreements. Orders are not binding until accepted by the Company, which reserves the right to refuse or cancel orders.

3. Product Use & Responsibility

Customers acknowledge that products are specialized control devices for simulation, training, or approved environments. Products must be used as intended and installed by qualified individuals. Improper installation, misuse, or modification may cause damage not covered by the Company.

4. Quality & Product Expectations

Products are manufactured under AS9100-aligned quality processes. Minor cosmetic variations may occur. Products must not be modified without approval. The Company may update designs, improve components, or adjust materials as needed.

5. Change Requests

Customer-requested changes may affect cost, lead time, and warranty eligibility. Changes are not binding until confirmed by the Company.

6. Pricing & Payment Terms

Pricing is based on approved quotes or agreements. Unless stated otherwise, payment terms are NET 30. Custom products may require upfront payment. A 3% processing fee applies to credit card/P-card purchases. Late payments may delay delivery.

7. Lead Times & Delivery

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Lead times are estimates and may vary due to material availability, scheduling, quality control, supplier timelines, and external factors. Delays do not constitute grounds for cancellation unless agreed in writing.

8. Shipping & Risk of Loss

Risk of loss transfers to the Customer upon shipment. Customers must provide correct shipping information, inspect received products, and report shipping damage within 5 business days.

9. Inspection & Acceptance

Nonconformance must be reported within 10 business days of delivery. Failure to notify constitutes acceptance.

10. Returns & RMA

Returns require authorization through the RMA process. The Company may inspect items, approve/deny requests, apply restocking fees, or request proof. Custom or modified products may not be returnable.

11. Warranty

All products include a two-year warranty beginning on the shipment date unless otherwise stated. Warranty covers defects in workmanship but excludes damage from improper installation, misuse, modification, excessive force, electrical damage, unauthorized repair, or mishandling. Altering sealed components may void warranty.

12. Product Lifecycle, Discontinuation, and End of Support

Products or components may be discontinued due to material availability, supplier changes, design updates, or manufacturing limitations. When feasible, upgrade or replacement options may be offered.

13. Force & Mechanical Limits

Excessive mechanical force may damage components such as springs, sensors, switches, and structural parts. Use beyond reasonable force ranges may void warranty.

14. Intellectual Property

All IP including designs, drawings, CAD files, firmware, software, and product architecture remains the exclusive property of the Company. Customers may not copy, reproduce, modify, distribute, or reverse engineer IP without written authorization.

15. Confidentiality

Non-public Company information—including drawings, pricing, design files, specifications, and manufacturing processes—is confidential and may not be disclosed.



16. Limitation of Liability

The Company is not liable for indirect or consequential damages, lost profits, business interruption, or compatibility issues. Total liability is limited to the purchase price.

17. Indemnification

Customers agree to indemnify the Company from claims resulting from improper installation, modification, unauthorized use, or failure to follow instructions.

18. Compliance with Laws

Customers must comply with applicable laws, including export regulations and IP laws. Products may not be exported where prohibited.

19. Termination

The Company may refuse or terminate orders or business relationships for non-payment, misuse, abusive conduct, violation of Terms, or business/legal risk. Customer remains responsible for payment for work completed.

20. Governing Law

This agreement is governed by the laws of the State of Texas.

21. Survival

Confidentiality, IP, quality, indemnification, and governing law provisions survive termination.

22. Acknowledgment

By purchasing from Wraith Systems LLC, Customer acknowledges and agrees to these Terms and Conditions.