



DRYLOGIX, LLC

Customer Terms and Conditions, End User License, Limited Warranty, and Product Policies

Document **DLX-LEGAL-001** · Rev A · Effective August 28, 2026 · Michigan, USA

By paying any amount for DryLogix, unpacking the Product, installing the Product, accessing the dashboard or firmware, or executing this Agreement, Customer agrees to be bound by these terms. If Customer does not agree, Customer shall not pay for, install, or use the Product.

1. Parties and payment

“DryLogix,” “we,” “us,” and “our” mean DryLogix, LLC, a Michigan limited liability company. DryLogix, LLC is part of the Morriss Dynamix Technologies Inc. (“MDTI”) group. “Customer,” “you,” and “your” mean the person or company that orders, pays for, installs, or uses the Product.

Invoices and payments shall be made payable to Morriss Dynamix Technologies Inc. as authorized collection agent for DryLogix, LLC, unless DryLogix designates a different payee in writing. Payment to MDTI for a DryLogix order constitutes payment for the Product and does not make MDTI a kiln manufacturer or a party to any kiln-maker warranty. Payment to Morriss Lawn Service LLC or any other MDTI operating company does not constitute payment hereunder.

2. The Product

“Product” means the DryLogix Lite kiln-monitoring module (including typical kit items such as housing, onboard antenna, harness, antenna extension, mounting hardware as supplied, firmware, and the operator dashboard), documentation, and any add-ons you purchase. P/N MDTI-DLX-LT-A and related DryLogix hardware and software are included.

DryLogix is a monitoring add-on. It reads kiln data and displays it. It does not run the kiln, change kiln schedules, replace the kiln controller, or make the kiln safe to operate. You remain solely responsible for kiln operation, lockout/tagout, electrical work, drying results, and site safety.

3. Transactions and title

The Product is offered as a ninety (90) day pilot or as a completed purchase. Title to physical hardware differs as set forth below. Software and firmware are licensed and are not sold.

3.1 Title

Item	90-day pilot	Completed purchase
Who owns the hardware	DryLogix, LLC retains full title. You are a licensed user and bailee only.	Title to the physical kit passes to you when we have received payment in full and the unit has been delivered.
Who owns software / firmware / dashboard / marks	DryLogix, LLC. You get a 90-day license to use them on that unit.	DryLogix, LLC. You get a perpetual license to use them on that purchased unit.
What you pay	\$299 pilot fee (not a purchase price).	\$699.00, or the remaining balance upon conversion of a pilot. OEM option pricing if stated on the invoice.

If the unit comes back	Title never left DryLogix. We keep \$99 (restock + shipping + refresh). \$200 is refunded after inspect.	Purchased hardware is yours. Returns after sale follow Section 11, not the pilot refund.
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3.2 Pilot

A 90-day pilot is a paid trial, not a sale. DryLogix, LLC keeps all right, title, and interest in the hardware for the entire pilot. You receive a limited, non-exclusive, non-transferable license to install and use that specific unit at the site you named, solely to evaluate DryLogix, for ninety (90) days from delivery unless we agree in writing to a different end date.

During a pilot you will not sell, rent, pledge, give away, or move the unit to another mill without our written consent. You will keep it insured against loss while it is in your possession, to the same standard you insure other shop electronics. Loss, theft, or destruction during the pilot (other than a covered manufacturing defect) is your responsibility, up to the then-current purchase price.

The \$299 is a pilot/use fee. It is credited dollar-for-dollar toward the purchase price if you convert before the pilot ends. It is not a deposit that makes you the owner.

To convert a pilot to a purchase, Customer shall pay the remaining balance of the purchase price before the pilot expires. When that balance is received in good funds, title to the hardware transfers as of that payment date, and the software license becomes the purchase license in Section 4.2.

If Customer ends the pilot without purchase, Customer shall return the unit in accordance with DryLogix return instructions. Title remains with DryLogix. DryLogix shall retain ninety-nine dollars (\$99.00) as a combined restocking, shipping, and repair/refresh fee, and shall refund the remainder of the pilot fee (two hundred dollars (\$200.00) where the pilot fee was \$299.00) after the unit arrives and inspects as complete and not damaged beyond ordinary trial wear. Opened or missing add-ons are not refunded.

3.3 Purchase

On a completed purchase (including a converted pilot), after we receive payment in full and deliver the Product, title to the physical hardware in the standard kit (and any add-on hardware you paid for) passes to you. Risk of loss passes on delivery to the carrier or to you, whichever occurs first under the shipping terms on the invoice.

Payment in full of the purchase price includes the software license. No separate unlock fee is due. Customer does not acquire ownership of software, firmware, dashboard, documentation, trademarks, or other intellectual property, which remain property of DryLogix, LLC. Customer's right of use is the perpetual license in Section 4.2, tied to that unit.

4. Software and documentation license

4.1 Grant — pilot

During a pilot we grant you a limited, revocable, non-exclusive, non-transferable license to use the firmware and dashboard solely with the loaned unit, at the named site, for internal evaluation, for the pilot term.

4.2 Grant — purchase

On a completed purchase DryLogix grants Customer a perpetual, non-exclusive, non-transferable license to use the firmware and dashboard solely with the purchased unit, at Customer's facilities, for internal kiln

monitoring. The license does not expire by time so long as Customer complies with this Agreement. DryLogix is not obligated to provide free updates, hosting, or support for any particular period except as stated herein.

4.3 Restrictions (both paths)

- Do not copy, sublicense, rent, or sell the software apart from the unit.
- Do not reverse engineer, decompile, or bypass license, serial, or safety mechanisms except to the extent a law says you may and you have first asked us in writing for interface information.
- Do not remove DryLogix or MDTI marks, serial labels, or safety labels.
- Do not use the Product to control hazardous processes or as a life-safety or fire-protection system. It is not listed for those uses.

All rights not expressly granted are reserved. No license is granted under any kiln-maker intellectual property.

5. Installation — incorrect attachment

Customer is solely responsible for installation, wiring, and lockout/tagout. Installation in a kiln electrical enclosure shall be performed only by a person qualified to perform such work. The Product may involve line voltage. Installation shall conform to the then-current DryLogix installation guide.

IF THE PRODUCT IS ATTACHED INCORRECTLY — including wrong terminals, reversed polarity, failure to isolate power, poor strain relief, or any install that does not follow the guide — DRYLOGIX, LLC AND MDTI ARE NOT RESPONSIBLE FOR DAMAGE TO THE KILN, CONTROLLER, FACILITY, LUMBER, OR ANY OTHER PROPERTY, AND ARE NOT RESPONSIBLE FOR PERSONAL INJURY EXCEPT TO THE EXTENT A LAW FORBIDS THIS LIMITATION.

IF INCORRECT ATTACHMENT DAMAGES THE DRYLOGIX UNIT, YOU ARE NOT ENTITLED TO A REFUND, REPLACEMENT, OR WARRANTY SERVICE FOR THAT DAMAGE. Repair after misuse may be offered only as a paid service, at our option.

Monitoring does not replace walking the kiln, checking probes, or your mill's drying practice. We are not responsible for over-dried, under-dried, stained, or otherwise unsatisfactory lumber, or for missed alarms you did not act on.

6. Third-party kiln warranties (Nyle, Wood-Mizer, and others)

The Product is an aftermarket add-on. It is not manufactured, sponsored, or warranted by Nyle, Wood-Mizer, or any other kiln or mill manufacturer unless that company says so in its own writing.

DRYLOGIX, LLC AND MDTI ARE NOT RESPONSIBLE FOR ANY LOSS, REDUCTION, OR VOIDING OF WARRANTY, SERVICE CONTRACT, OR SUPPORT FROM NYLE, WOOD-MIZER, OR ANY OTHER KILN, CONTROLLER, OR MILL MAKER, WHETHER OR NOT THAT LOSS IS SAID TO RESULT FROM INSTALLING, CONNECTING, OR USING DRYLOGIX. Customer assumes that risk.

Nothing in our marketing, install guide, or support answers is a representation that any third party will keep its warranty in force after DryLogix is installed.

7. Limited one (1) year manufacturer warranty

DryLogix, LLC warrants to the original purchaser that the DryLogix hardware will be free from defects in materials and workmanship under normal, documented, guide-compliant use for one (1) year from the date of delivery of a completed purchase (or from original delivery if you converted a pilot on that same serial number).

During an unconverted pilot, the hardware is warranted only against manufacturing defects for the pilot term.

7.1 What we will do

If a covered defect appears during the warranty period and you notify us promptly with the serial number, proof of purchase or pilot, and a reasonable description, we will, at our option: (a) repair the unit, (b) replace it with new or refurbished Product of equal function, or (c) refund the amount you paid for that unit if repair or replacement is not practicable. THAT IS YOUR EXCLUSIVE REMEDY FOR A MANUFACTURING DEFECT.

DryLogix shall provide commercially reasonable customer service at the addresses in Section 10. Support does not constitute a commitment of uptime, remote monitoring, or on-site service, and delay in a support reply does not create liability for drying results or downtime.

7.2 What this warranty does not cover

- Incorrect installation, wrong terminals, failure to isolate power, or any attachment that does not follow the install guide.
- Abuse, drop damage, water or chemical ingress, unauthorized modification, removed labels, or repair by anyone we did not authorize.
- Lightning, utility surge, kiln electrical faults, or conditions outside the labeled electrical rating.
- Ordinary wear, consumables, antennas or harnesses damaged in the field after delivery, and cosmetic marks that do not affect function.
- Software or dashboard issues caused by your network, browser, firewall, or equipment we did not supply.
- Any kiln, controller, probe, or building that is not the DryLogix Product.

EXCEPT FOR THIS SECTION 7, THE PRODUCT AND SOFTWARE ARE PROVIDED “AS IS.” WE DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW. Some states do not allow limits on implied warranties; those limits apply only as far as the law allows.

8. Returns after a completed purchase

After title has passed, the Product is yours. We do not offer a contractual “satisfaction refund” on purchased hardware except (a) a covered warranty remedy under Section 7, or (b) a written exception we sign. Shipping damage must be reported within five (5) days of delivery with photos. Unauthorized returns may be refused.

9. Add-ons

Extra antennas and the tool pack are optional, extra-cost items. They are not included in the \$299 pilot fee or the standard kit price unless the quote says so. If opened, used, or missing on a pilot return, they are not refunded.

10. Customer support policy

Support is available for installation consistent with the installation guide, dashboard access, serial and MAC identification, and covered defect claims. DryLogix may require photographs of the installation, serial labels, and kiln class before diagnosis.

The Product price does not include unlimited on-site service, custom software, or kiln-drying consulting. DryLogix may decline support if the unit has been modified, miswired, or used other than as permitted by this Agreement.

Notices and support requests shall be directed to <https://morrissdynamix.com/support-drylogix.html>, <https://morrissdynamix.com/drylogix.html>, software.support@morrissdynamix.com, or info@morrissdynamix.com. DryLogix will use commercially reasonable efforts to respond during ordinary U.S. Eastern business days. No response-time guarantee creates liability for delayed drying, lost loads, or downtime.

11. Privacy policy (product and sales)

We collect what we need to quote, sell, support, and warrant the Product: name, company, site address, email, phone, kiln class, serial/MAC, payment records (processed by MDTI or a card processor — we do not store full card numbers), and support correspondence including photos you send.

Kiln process data (temperatures, moisture, DRI) is generated on your network and in the module. We do not require a DryLogix cloud account to use Lite. If you email logs or screenshots, we will use them only to support you or improve the Product, and we will not sell that kiln data.

We do not sell your contact list. We may share information with MDTI as collection agent, with a payment processor, with a shipper, with our hardware builder under confidentiality, or if the law requires it. We keep records as long as needed for tax, warranty, and legal duties, then delete or archive them in a reasonable way.

Requests concerning personal information shall be directed to the contacts in Section 10. This policy applies to DryLogix product sales and support.

12. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRYLOGIX, LLC, MDTI, AND THEIR OWNERS, OFFICERS, AND CONTRACTORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST LUMBER, LOST DRYING CYCLES, BUSINESS INTERRUPTION, LOST DATA, FIRE, OR KILN OR FACILITY DAMAGE, EVEN IF ADVISED THAT SUCH DAMAGES WERE POSSIBLE.

OUR TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF THE PRODUCT OR THIS AGREEMENT WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID TO US (OR TO MDTI ON OUR BEHALF) FOR THE SPECIFIC UNIT THAT GAVE RISE TO THE CLAIM.

These limits allocate risk. The price of the Product reflects them. They apply even if a limited remedy fails its essential purpose, except where a law says they cannot.

13. Indemnity

You will defend, indemnify, and hold harmless DryLogix, LLC, MDTI, and their people from claims, damages, and reasonable attorneys' fees arising out of: (a) your installation or wiring; (b) your operation of the kiln; (c) your failure to follow the guide or this Agreement; (d) injury or property damage at your site; or (e) any claim that installing DryLogix affected a Nyle, Wood-Mizer, or other third-party warranty. We may participate in the defense with counsel we choose.

14. Export, compliance, and notices

You will comply with U.S. export and sanctions laws. Notices to us are effective when received at the support contacts in Section 10 or at the MDTI / DryLogix address we publish on morrissdynamix.com. Notices to you may be sent to the email or address on your order.

15. General

This Agreement is the entire agreement for the Product and replaces prior oral or email statements about warranty, ownership, or kiln-maker coverage. Amendments must be in writing and issued by DryLogix, LLC or MDTI on its behalf. If a court strikes one clause, the rest stays in force. You may not assign a pilot. You may assign a purchased unit together with its license to a buyer of that kiln/site if they agree in writing to this Agreement; we may require notice of the serial number.

Michigan law governs, without regard to conflict-of-law rules. Exclusive venue is the state or federal courts located in Wayne County, Michigan, except we may seek injunctive relief elsewhere to protect intellectual property or recover a piloted unit. **YOU WAIVE A JURY TRIAL TO THE EXTENT THE LAW ALLOWS.**

Headings are for convenience only. "Including" means "including without limitation." Failure to enforce a term once is not a waiver. The Product is offered for commercial kiln and mill use, not as a consumer household good.

16. Acknowledgement and signature

By signing, or by paying, unpacking, installing, or using the Product, you confirm that you have read Sections 3 (ownership), 5 (incorrect attachment), 6 (Nyle / Wood-Mizer warranties), 7 (one-year limited warranty), and 12 (liability cap), and that you understand DryLogix does not run the kiln and does not keep any kiln-maker warranty in force.

CUSTOMER

Legal name: _____

Site address: _____

Kiln class (53/150 or 200/250): _____

Serial number: _____

Transaction: ☐ Pilot \$299 ☐ Purchase \$699

Signature: _____

Print name / title: _____

Date: _____

DRYLOGIX, LLC

c/o Morriss Dynamix Technologies Inc., collection agent

Authorized signature: _____

Print name / title: _____

Date: _____

Order / invoice #: _____