

**TAMPA MICROWAVE LLC**  
**STANDARD TERMS AND CONDITIONS OF QUOTATION AND SALE**

1. **ACCEPTANCE OF ORDERS.** Any order, change order, or offer to purchase shall be subject to written confirmation and acceptance by Tampa Microwave LLC at its Tampa Florida office. The term “acceptance” as used herein shall include acceptance by Tampa Microwave’s Standard Acknowledgment form or letter signed by an authorized representative of Tampa Microwave.
2. **ACCEPTANCE OF TERMS.** Tampa Microwave’s acceptance of orders is expressly made conditional on Buyer’s assent to these terms, unless otherwise agreed in writing and signed by an Officer of the company. Buyer shall be deemed to have assented to these terms without reservation or condition either by failure to give notice in writing or express rejection directed to specific paragraphs of these terms that may be a part of Buyer’s order.
3. **ERRORS AND CONFLICTS.** Clerical errors (omission or commission) are subject to correction. In the event of conflict between the unit prices and extended quantity prices, unit prices shall govern.
4. **CHANGE ORDERS, CANCELLATIONS OR AMENDMENTS.** Buyer-proposed changes to or cancellation of any order or contract shall be subject to acceptance by Tampa Microwave in accordance with paragraph 1 above. However, changes shall not be binding unless (1) prior agreement is reached regarding the effects of the change, (2) agreement as to reasonable charges resulting therefrom is attained, and (3) written modification of the contract is executed. Buyer can only cancel this order by the payment of reasonable cancellation charges determined by Tampa Microwave.
5. **PRICES.** Published prices are subject to change without notice. Prices quoted are in United States dollars, F.O.B. factory, unless otherwise provided on the face hereof. The prices stated herein do not include Federal Excise Taxes unless specifically noted, and do not include any Federal, State or local taxes based upon or measured by sales or use. Any such taxes in effect at the time of shipment will be billed separately and will be due and payable within thirty (30) days of shipment, unless properly executed Tax Exemption Certificates are furnished to Tampa Microwave. Taxes from which a sale is exempt have not been included but Buyer, if located in the United States of America, must furnish proof of exportation, tax exemption certificate or other documents sufficient to support its claim of exemption from tax. Buyer’s failure in this regard shall render Buyer liable to reimburse Tampa Microwave for any such tax paid.
6. **TERMS OF PAYMENT.**
  - A. **Domestic.** All invoices are payable within thirty (30) days after shipping date or date of services rendered, unless other terms are specified by Tampa Microwave on the order and invoice. In all cases, if shipment is delayed by Buyer, payment shall become due, at Tampa Microwave’s option, from the date on which Tampa Microwave is prepared to make shipment. If in Tampa Microwave’s judgment, the financial condition of the Buyer does not justify continuation of production or shipment on the terms of payment specified, Tampa Microwave may cancel any unfilled order or part thereof unless Buyer shall, upon notice, pay for all merchandise delivered or services rendered.
  - B. **Export.** Unless otherwise agreed in writing on the face hereof, payment shall be made by confirmed irrevocable letter of credit satisfactory to Tampa Microwave, established upon acceptance of purchase order and payable by a United States bank in United States currency upon presentation of the documents required by the terms of the letter of credit. Such letter of credit shall make provision for partial payment upon partial delivery and, in the event of delay due to any cause referred to under the caption “Force Majeure”, Buyer shall cause the letter of credit to be extended or renewed.

7. **SHIPMENT, EXPORT CONTROL AND PASSAGE OF TITLE.** All domestic shipments will be made F.O.B. Shipping Point. As an accommodation when specifically requested by the Buyer, Tampa Microwave will prepay transportation charges, which will be invoiced separately. In the absence of specific instructions, method of shipment will be determined by Tampa Microwave. Unless directed otherwise by the Buyer, full invoice value will be declared for deliveries by railway express, air express, and air freight, and minimum insurance will be provided on parcel post shipments. No insurance will be provided by Tampa Microwave on rail freight or motor freight shipments. In all cases, Tampa Microwave's responsibility (except as stated in the warranty) ceases, and, except in the case of conditional or C.O.D. sales, title shall pass upon delivery of the material to the carrier.

For export shipments, Buyer is responsible for providing inland transportation and insurance to point of export shipment, for obtaining consular invoices or other special documentation (if necessary), ocean freight or air transport space, and marine insurance including standard warehouse-to-warehouse coverage. However, Tampa Microwave will, unless otherwise requested, arrange for such services with all expenses so incurred, including freight forwarder's charges, for Buyer's account, but in so doing Tampa Microwave acts as Buyer's agent without liability. In this capacity, Tampa Microwave will, upon request and receipt from Buyer of all necessary information and documents, apply for any required export license. Buyer's obligation to pay for material ordered shall survive any delay in the issuance or renewal of any such license; however, upon revocation of, or failure to obtain such license within a reasonable period of time, Buyer may cancel this order upon payment of reasonable cancellation charges established by Tampa Microwave. Buyer furthermore undertakes, with respect to any resale or other disposition of merchandise ordered from Tampa Microwave hereunder to comply fully with the export control regulations of the United States Government, as amended from time to time, Buyer shall comply with all regulations of country of destination.

8. **PACKING AND TESTS.** Tampa Microwave will provide domestic packing at the listed price, unless otherwise indicated. Tampa Microwave shall have the right to supply special packing, if it deems it desirable. Special packing, and any tests or inspection other than those normally provided by Tampa Microwave, will be charged to Buyer's account, and Tampa Microwave shall be considered to be acting as Buyer's agent without liability.
9. **DELAYS AND FORCE MAJEURE.** While Tampa Microwave will exercise every reasonable care to meet the expected shipment date or dates shown on the face hereof, Tampa Microwave shall not incur any liability (consequential or other) for loss or damage due to delays or failure to deliver resulting from any cause beyond its reasonable control. Such causes include (without limiting the generality) acts of God or the public enemy; laws, regulations and actions of the government of the United States, any state or territory of the United States or their political subdivisions, or the District of Columbia; acts, omissions or failure to act of the Buyer, its agents or employees; fires; strikes; floods; unusually severe weather conditions; disputes with workmen; embargoes, wars, riots or civil disturbances; epidemics, quarantine restrictions; delays or shortages of transportation; severe accidents at our plant; production or engineering delays or inability of Tampa Microwave or its vendors to secure adequate materials, manufacturing facilities or labor on schedule. Any such cause shall extend delivery dates to the extent of the delay so incurred. Tampa Microwave reserves the right to allocate its inventories and current production without liability as it sees fit when, in the opinion of Tampa Microwave, Government regulations, or other causes, make such action necessary.

## Tampa Microwave Proprietary Information

10. **DELIVERY.** Tampa Microwave's delivery quotation represents its best estimate on the basis of current schedules. In the event of delay in shipment due to Buyer or to any cause referred under the caption "Delays or Force Majeure", at any point beyond that at which title passes to Buyer, Tampa Microwave may, at its option, deliver merchandise to storage for Buyer's account and risk and, upon payment by Buyer of all amounts due at the time shipment can be made, including demurrage, storage charges, insurance if any, and all other costs incurred by Tampa Microwave as a result of such storage, Tampa Microwave shall make the merchandise available at the point of storage.
11. **WARRANTY AND EXCLUSION OF WARRANTY.** The warranties stated herein are in lieu of all other warranties, express or implied, and of all other obligations or liabilities on the part of Tampa Microwave, and Tampa Microwave neither assumes nor authorizes any other person to assume for it any other liability. Buyer expressly waives any right, claim or cause of action that might otherwise arise out of purchase or use of Tampa Microwave's products or service. No product is warranted to be fit for any particular use or application. Tampa Microwave warrants its products to be merchantable and to be free from defects caused by faulty material or poor workmanship for a period of 12 months from the date the product was shipped to the customer. Extended warranties may be purchased to extend this time by either one or two years. Tampa Microwave's liability under this warranty is limited to the obligation to repair, or, at its sole option, to replace without charge F.O.B. factory and part of, any such product found to be defective under normal use and service within the period of time applicable to the particular product provided:
- a. Tampa Microwave is promptly notified in writing upon the discovery of any defects
  - b. Buyer follows Tampa Microwave's instructions and applicable procedures as to the disposition or return of the products to Tampa Microwave, an authorized and designated Tampa Microwave licensee or service organization,
  - c. Buyer assumes payment of all transportation charges,
  - d. Tampa Microwave's examination shall disclose to its satisfaction that defects were not caused during delivery, or after delivery, by misuse, abuse, neglect, accident or adjustments other than those specified in the Tampa Microwave Operating and Maintenance Manual.
  - e. Products were not purchased under terms granted in lieu of warranty. Products not manufactured by Tampa Microwave carry the same warranty which Tampa Microwave receives from the manufacturer of the product and no other warranty. All ordered replacement parts or parts replaced during the warranty period assume the unexpired portion of the original parts warranty. After expiration of the original warranty period, ordered replacement parts manufactured by Tampa Microwave are warranted for ninety (90) days from shipment.

To obtain service or a warranty repair on a Tampa Microwave product, the customer must contact the Company's warranty administrator either by phone or through our website at [www.tampamicrowave.com](http://www.tampamicrowave.com). The user should be prepared to provide a complete description of the failure and as much information about the equipment and the circumstances surrounding the failure as possible (e.g. serial numbers, equipment configuration, network configuration, environmental conditions). The warranty administrator will then issue a Returned Material Authorization number. This number must be shown on the return packaging to expedite processing through the repair process. The customer shall make every effort to return the equipment in its original packaging to protect the hardware from further damage. When possible, a technical point of contact shall be provided by the customer to permit the Company to initiate a direct dialogue with the individual who witnessed the failure.

## Tampa Microwave Proprietary Information

The following conditions are not covered by the equipment warranty

- a. Damage of a product or accessory resulting from negligence
- b. Damage of a product or accessory resulting from improper set up or operation
- c. Damage of a product or accessory resulting from natural disasters or other acts of God
- d. Theft or loss of the product
- e. Damage caused during shipping when the equipment was improperly packed or was not returned in the packaging used when the equipment was delivered new
- f. Any electronic module fault / repair if there is evidence that the module covers have been removed (tamper resistant seal broken) or access to the module internals has been achieved through any means

12. **PATENTS.** Where the goods purchased on Purchaser's order are for standard commercial items, Tampa Microwave agrees (1) to assume the defense of any suit brought against Purchaser for infringement of United States Letters Patent arising solely from the use and/or sale of said specific goods, (2) to defray the expense of such defense, and (3) to indemnify Purchaser against any money damages and/or costs awarded in such suit; provided (1) that Tampa Microwave be given exclusive control of the defense of such suit and all negotiation relative the settlement thereof, (2) that the liability claimed shall have arisen solely because of Tampa Microwave's selection as to the design, composition or manufacture of said goods, and (3) that Purchaser promptly informs Tampa Microwave in writing of any claim with respect to which Tampa Microwave assumes responsibility hereunder. The foregoing states the entire liability of Tampa Microwave for patent infringement by said goods or any part thereof.
13. **SPECIAL OR CONSEQUENTIAL DAMAGES.** Tampa Microwave shall not be liable for special or consequential damages of any nature with respect to any merchandise sold or delivered, any service rendered or any failure to meet delivery schedules.
14. **ASSIGNMENT.** No assignment by Buyer of any contract or order for merchandise or services covered by this agreement shall be binding on Tampa Microwave without Tampa Microwave's written consent.
15. **APPLICABLE LAWS.** Any contract or sale made pursuant to these terms shall be governed by the laws of the State of Florida, United States of America.
16. **AMENDMENTS OF THESE TERMS.** These terms are subject to change without notice until Buyer's order has been accepted by Tampa Microwave.