

TERMS AND CONDITIONS OF SALE

1. **GENERAL:** The quotation and proposal including any technical data contained therein, is furnished by Jersey Microwave LLC hereafter called Seller, solely for the exclusive use of the Purchaser and on the condition that the information contained therein will not be distributed to any other party by the Purchaser. Furthermore, the Seller hereby reserves the right not to disclose the Purchaser any technical data developed exclusively at the Seller's expense, either in conjunction with the proposed work or with any other prior contract.
2. **PRICES:** All prices are F.O.B. Hackettstown, New Jersey and subject to change without notice at any time prior to formal acknowledgement of order by Seller. These prices supersede all previous prices. Prices do not include taxes, freight, or insurance.
3. **TERMS OF PAYMENT:** The terms of payment are net thirty (30) days after each shipment. New Customers and International Customers TBD at time of order. Full or partial payment may be requested in advance. Partial shipments may be made at Seller's option and each such shipment is subject to immediate invoicing. Seller will charge 1½ percent interest per month (18 percent per annum) on all balances not paid within the designated terms. If in Seller's judgment, the Purchaser's financial condition does not justify the terms of payment herein specified, Seller may require full or partial payment in advance of either production or shipment. If such payment is not made, Seller may cancel any part of the outstanding order.
4. **TAXES:** Any tax, duty, or other charges now or hereafter levied upon the sale, use, or shipment of products ordered or sold is not included in Seller's price and will be charged to and paid for by the Purchaser.
5. **DELIVERY:** Shipment date is computed from date of acknowledgement of order, or in the case of special or custom products from the date all necessary information is received. Shipment date is estimated and is subject to change due to causes not under the Seller's control, including but not limited to strikes and other labor difficulties, material shortages, fires, accidents, orders or requests of government authorities. Seller shall have no liability for loss or damage resulting from delay in a scheduled delivery. In no circumstances shall Seller have any liability for loss of use or for any incidental or consequential damages due to change of delivery schedules.
6. **ACCEPTANCE:** Acceptance of this offer is expressly limited to the exact terms contained herein. If Purchaser's order form is used for acceptance of this order it is expressly understood and agreed that the terms and conditions of such order form shall not apply unless agreed to by Seller in writing.
7. **CANCELLATION:** Purchase order may be terminated or canceled by Purchaser only with the express consent of Seller. Purchaser shall pay Seller the actual costs and expenses for work in process and materials committed.
8. **WARRANTY:** Seller warrants each of its products to be free from defects in materials and workmanship. The limit of liability under this warranty is to repair or replace any products or part thereof which shall within one year after delivery to the original user be returned, shipping costs prepaid and insured, to Seller, and which shall have been found to be defective upon examination by Seller. This warranty shall be limited to the repair or replacement of Seller's products and shall not extend to any incidental or consequential damages there from. Disassembly of any product by anyone other than an authorized representative of the Seller voids the obligations to repair or replace any products so disassembled. In addition, Seller assumes no responsibility for goods returned without Seller's written authorization.
9. **PRODUCT SPECIFICATIONS:** Specification changes are subject to acceptance by Seller, including price revisions and any adjustments necessary to cover material procured, processed and labor expended prior to receipt by Seller of revised specifications. Published specifications are subject to change without notice and may be verified for correctness by contacting Seller directly.
10. **DRAWINGS AND PROCEDURES:** the Purchaser shall promptly furnish Seller with all data that has been reviewed for full operating conditions, information, instructions, procedures, and drawings requisite to the execution to the order requirements. Seller shall furnish purchaser the outlining drawings only for products as necessary. The above-mentioned documents shall be furnished in accordance with the order requirements. Where required, Purchaser shall promptly return one (1) set of those documents marked with his approval.
11. **LIMITATION OF LIABILITY:** Purchaser shall not in any event be entitled to, and Seller shall not be liable for indirect, special, incidental or consequential damages of any nature, including and not limited to loss of profit, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers. Purchaser's recovery from Seller, for any claim shall not exceed Purchaser's purchase price for the products, irrespective of the nature of the claim, whether in contract, warranty or otherwise.
12. **GOVERNING LAWS:** All rights and obligations shall be governed by the law of the state of New Jersey, United States of America.