



American Microwave Corporation (AMC)
Terms and Conditions of Sale
(Acknowledgement)

- 1.) PRICE. Price is F.O.B. Origin.
- 2.) Any items on this order which are being exported outside the United States of America requires a valid end user certificate which shall cover intended use, end user Company name and signature of an authorized agent of the company and their commitment that the product will not be re-exported to another company in its original form.
- 3.) PAYMENT. Upon approval of credit, payment is due on or before 30 days after date shipped. Partial payment is required on the basis of partial shipments of the total order.
- 4.) DELIVERY. Estimates as to time of delivery are based on conditions prevailing at the offer date and apply from the date of receipt of a definitive contract or purchase order. All agreements as to delivery are subject to the contingencies of strikes, fires, accidents, or causes of delay beyond the control of AMC. Where a delay in delivery or failure to deliver is caused by factors beyond the control of AMC, such delay or failure to deliver shall not be deemed a breach or default of this Agreement and AMC shall have no liability for any damages, injury, costs or expenses incurred by the Buyer as a result of such delay or failure to deliver. In the event the final destination of goods ordered is outside the United States of America, the purchaser shall provide a statement of use document which satisfies the requirements set in place by the US State Department and/or US Commerce Department.
- 5.) ACCEPTANCE. Buyer shall be deemed to have accepted items sold hereunder when such items are delivered to the carrier for shipment to Buyer.
- 6.) RISK OF LOSS. The risk of loss for any items sold hereunder shall pass to Buyer at that time when such items are delivered to the carrier for shipment.
- 7.) NON CONFORMING DELIVERY. All claims for shortages or other non-conformity of delivery or of the items shipped must be made in writing within ten (10) days of Buyer's receipt of shipment. AMC shall have an unqualified right to cure any non-conformity. In no event shall AMC be liable for incidental or consequential damages arising from or relating to a non-conforming shipment. Buyer shall not return any items hereunder as non-conforming without the prior consent of AMC.
- 8.) Shipment shall be made using the carrier specified on the purchase order, with freight pre-paid and added to the invoices submitted to Buyer for payment or

charged directly to buyer's account. When a carrier is not specified, shipment shall be made by the carrier selected at the discretion of AMC.

9.) WARRANTY. AMC warrants its products from its date of shipment and for the period of 1 year to be free from defects caused by faulty materials or poor workmanship, provided:

a.) AMC is notified in writing by Buyer of such defect prior to the expiration of the warranty period; and

b.) After receiving return authorization from AMC, the defective item is returned to AMC with transportation charges any associated duties and taxes prepaid by Buyer; and

c.) AMC's examination of such unit shall disclose to its satisfaction that such defect(s) exist and have not been caused by misuse, neglect, improper installation, improper storage, repair alteration or accident; and

d.) An Evaluation Fee will be charged to Buyer to cover inspection and testing costs for any item returned by Buyer under this paragraph which is found to be within specifications and/or otherwise not the responsibility of AMC under the terms and conditions of this paragraph or any other part of this Agreement.

THE LIABILITY OF AMC UNDER THIS WARRANTY IS LIMITED TO REPLACING, REPAIRING, OR ISSUING A CREDIT, AT ITS OPTION, FOR ANY SUCH ITEM RETURNED BY BUYER UNDER THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL AMC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. THIS IS THE SOLE WARRANTY MADE BY AMC. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY AMC. AMC SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES. American Microwave Corporation, 7309A Grove Rd, Frederick MD 21704, USA

10.) PRODUCT IMPROVEMENT AND/OR DESIGN CHANGES. AMC expressly reserves the right to make product improvements and/or design changes to any of its products without incurring any obligation or liability to make the same changes or improvements to any items sold previously.

11.) PRODUCT SPECIFICATIONS. Published specifications whether contained herein or in any other materials or documents distributed to Buyer by AMC do not become final or binding on AMC until approved by AMC. AMC expressly reserves the right to change or modify specifications at any time without prior notice.

12.) SPECIAL TOOLING. Any and all special tooling that is purchased, designed, or constructed by AMC, for the purpose of filling this order shall be and shall remain the property of AMC.

13.) TAXES. Any state, local or use tax, or other governmental charge imposed upon the items sold hereunder shall be paid by the Buyer. Buyer shall also make any and all necessary reports and filings required in connection with any such taxes or charges. Failure of the Buyer to comply with the terms of this paragraph shall be a breach of this entire Agreement.

14.) ASSIGNMENT AND DELEGATION. Buyer may not assign any of its rights nor delegate any of its duties hereunder without the express written consent of AMC.

15.) SELLER S AGENTS. The Buyer acknowledges that he has been advised that no agent, employee, or representative of the Seller has any authority to bind the Seller to any affirmation, promise, representation, or warranty is specifically set forth in this Agreement. It does not form a basis of this agreement and shall not be enforceable against the Seller.

16.) CANCELLATION. This Agreement may not be cancelled in whole or in part without the written consent of AMC. Such consent shall in no event be given unless Buyer pays to AMC, AMC s costs and expenses (including without limitation, the cost of materials, labor, engineering expense, overhead and all commitments to its suppliers and subcontractors) plus profit, all as determined by AMC.

17.) ENTIRE AGREEMENT. This Agreement states and constitutes the entire agreement between the parties, hereto and all prior communications, representations and agreements, written or oral between Buyer and AMC are superseded by this Agreement. No other statements, representation, covenant or warranty not contained herein shall be binding on AMC.

18.) AMENDMENT AND MODIFICATION. No provision, term or condition of this Agreement may be waived, modified, amended, varied or supplemented in any respect except in writing signed by an authorized representative of AMC. No invoice, purchase order, voucher or other documents or materials submitted to AMC by Buyer shall amend, modify, vary or supplement this Agreement. AMC s failure to object to any provision that conflicts with any provision, term or condition of this Agreement, whether contained in Buyer's purchase order or other documents or materials supplied to AMC by Buyer, shall not be construed as an acceptance thereof or as a waiver of any provision, term or condition contained herein.

19.) NO IMPLIED WAIVERS. The failure of either party at any time to require performance by the other of any provision hereof shall in no way affect the right to require performance at any time, thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

20.) SEPARABILITY AND SAVINGS. If any part of this Agreement is held invalid under the laws of Maryland; such part shall be waived and the balance of the Agreement shall continue in full force and effect.

21.) APPLICABLE LAW. Unless expressly modified or contradicted herein, all the rights and obligations of the parties shall be governed by the Uniform Commercial Code as enacted in the State of Maryland.

22.) ARBITRATION. All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Maryland or another location mutually agreeable to the parties. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation

for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in RF and Microwave Technology and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction.

11-13-2014