



**RFI AMERICAS INC.
TERMS AND CONDITIONS OF SALE**

ENTIRE AGREEMENT: The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between Purchaser and Seller, and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES, SELLER'S ACCEPTANCE OF PURCHASER'S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

PRICE: All prices for goods to be delivered more than 30 days from the date of the acknowledgment on the face hereof shall be subject to change upon cost changes incurred by Seller. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net 30 days. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of 1-1/2% per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.

TAXES: Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, Purchaser shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

FEES: Convenience fees are legal in all 50 states but have to be clearly communicated at the point of sale. When a business charges a fee for a form of payment, whether in person, online or by phone, it's called a surcharge. Credit card surcharges are applied when you use your credit card to make a payment.

SHIPMENT; RETENTION OF TITLE: Goods covered by this contract are sold F.O.B. shipping point (unless otherwise indicated), and Seller's placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risk of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Any shipping costs paid by Seller shall be added to Purchaser's invoice.

DELAYS: Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots or other factors beyond Seller's reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller's reasonable control.

DUTY TO INSPECT: Purchaser shall fully inspect the goods upon receipt. Within 14 days after Purchaser's receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within 14 days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.



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SALES ORDER CANCELLATION: Purchaser may cancel order for standard product within 72 business hours of confirmed ship date. Purchaser may cancel custom tuned product order (specified to customer's exact frequencies, bandwidth, frequency range, or center frequency) within 7 days of order date. Custom tuned product orders cannot be cancelled after 7 days from the order date.

WARRANTY: LIMITATION OF LIABILITY: Seller warrants that, for a period of one year from the date of Seller's shipment of the goods, all of the goods delivered will be free from defects in materials and workmanship under normal use and service (normal wear and tear excepted). Purchaser shall promptly notify Seller of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented in all such tests that may be made. Seller's obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller's sole option) replacing or repairing such goods at Seller's facility (or such other point as Seller may designate) or refunding the purchase price of any such goods found to be defective, provided that written notice of such defect is received by Seller from Purchaser within one year from the date of receipt. Any claim not made within such one year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within 14 days of receipt, as set forth in the preceding subsection, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its written authorization. There will be a 10% restocking fee due Seller in addition to any shipping, labor and repair costs incurred by Seller (if applicable) for any returned goods. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in the goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED.

SHORTAGE CLAIMS: Claims for shortage of goods must be presented within 14 days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for shortage of goods not presented in accordance with this subsection will be conclusively deemed waived by Purchaser.

CORRECTIONS: Typographical or clerical errors contained herein, including prices, are subject to correction by Seller.

MISCELLANEOUS: These Terms and Conditions of Sale shall be construed under and governed by the laws of the State of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.