

RF SPECIALTIES OF CALIFORNIA, INC.
TERMS AND CONDITIONS OF SALE

- 1 **SELLER:** The term "Seller" as used herein will refer to RF Specialties of California, Inc., a California corporation, except in such instance where this Purchase Order is to be acted upon and invoiced by another company or manufacturer, and this is so stated on the face of this document; in such instance the Seller's participation in this transaction shall be limited to that of agent for said manufacturer or company, and said manufacturer's standard terms and conditions of sale will become applicable to this transaction, are hereby incorporated by reference, and shall control to the extent said terms are inconsistent with the terms set forth hereunder. These terms of sale will be made available by Seller upon request.
- 2 **PROPOSAL:** This document represents an offer by the Seller for the sale of certain articles ("Equipment") to the Buyer. The Buyer recognizes that the Seller does not provide or perform engineering services. It shall be the sole responsibility of the Buyer to determine the suitability of the Equipment to meet the Buyer's needs, either alone or as part of an integrated system. The Seller recommends that the Buyer contract with a Licensed Professional Engineer to determine the suitability of the Equipment proposed.
- 3 **ACCEPTANCE:** This proposal, when signed by the Buyer, shall constitute an order by the Buyer ("Purchase Order") when given to the Seller, and accepted in writing by the Seller at its office located at the address set forth on the face hereof. When so accepted, this Purchase Order shall constitute the only agreement between the Buyer and Seller for the purchase and sale of the Equipment covered thereby upon the terms and conditions herein set forth, and may be changed only by written agreement of the parties. Acceptance and/or deposit of Buyer's down payment shall not of itself constitute an acceptance by Seller of this Purchase Order.
- 4 **PRICE:** Prices of Equipment covered by this Purchase Order are based upon a cash transaction, and are FOB point of shipment, unless otherwise indicated. Seller reserves the right to adjust the price of the Equipment covered by this Purchase Order to current prices in effect immediately prior to shipment.
- 5 **CREDIT APPROVAL:** Shipments and deliveries shall at all times be subject to the Seller's prior approval of the Buyer's credit.
- 6 **TERMS OF PAYMENT:** Terms of payment are cash with order, unless other terms are agreed to and stated within this Purchase Order. Purchase Orders will be accepted from customers with an established credit rating with a down payment (if requested herein), and the balance due in full 30 days after date of shipment, including all applicable taxes and shipping charges. In the event of partial shipments, the balance due on those items shall become due and payable 30 days after shipment of that portion of the Purchase Order. Payments made beyond the 30-day period are subject to a finance charge of 1-1/2 percent per month (equivalent to an annual percentage rate of 18 percent).
- 7 **LEGAL PROCEEDINGS:** In the event of legal proceedings arising out of or resulting from this Purchase Order, in addition to any other recoveries, the substantially prevailing party shall be entitled to recover all costs relating thereto including but not limited to reasonable attorney's fees.
- 8 **TITLE AND REMEDIES:** Irrespective of and in addition to any of the provisions contained herein:
 - a) Until full payment of all obligations of Buyer hereunder, Seller reserves title to all of the Equipment furnished hereunder, or hereafter in connection therewith, whether or not the same is attached to the realty, and the same shall be considered as personal property and subject to the Purchase Money Security interest of Seller hereby granted by Buyer.
 - b) In addition to and in no way limited by the provisions hereof, and subject and in addition to the terms of any security agreement between Seller and Buyer, if Buyer defaults in paying or performing any of his obligations hereunder, or becomes subject to insolvency, receivership or bankruptcy proceeding, or makes an assignment for the benefit of creditors, or Buyer, without the prior written consent of Seller, sells, transfers, leases or mortgages the same, or moves it to another site, or any lien is placed hereon, or other persons have or acquire an interest therein, or it is seized or attached by process of law, then in any such event Buyer shall be deemed to be in default hereunder. In the event of a default hereunder by Buyer, Seller may at his option, with or without notice, treat all amounts owing hereunder by Buyer, regardless of maturity date, to be immediately due and payable (subject to such credits as are required by law in order to enforce this Purchase Order); refuse subsequent deliveries, if any hereunder; and repossess Equipment delivered to Buyer hereunder. Seller may also:
 - i) Upon such notice, if any, as required by law, keep the Equipment as its own, free from any claim on the part of Buyer, retaining as Compensation for the use or decreasing value of the Equipment all payments made thereon by Buyer, or;
 - ii) Within four (4) months of such repossession, upon giving Buyer not less than fifteen (15) days advance written notice of Seller's intention in that regard (or such period as may be required by law), sell the same for the account of Buyer either at public sale (at which Seller may bid) or at private sale, whereupon the net proceeds of sale, after paying Seller's costs and expenses for repossessing, transporting, reconditioning, storing and selling the Equipment, shall be applied on the unpaid balance of the obligations of Buyer hereunder, and the surplus, if any, shall be returned to the Buyer; provided, however, that in the event a deficiency remains, Buyer shall continue liable to Seller therefore.
 - c) No remedy herein provided for shall be applicable where not permitted by law. Seller's remedies shall be cumulative.
- 9 **SALES AND USE TAXES:** Unless otherwise shown on this Purchase Order, the prices specified herein do not include any applicable federal, state or local sales, use or excise taxes in respect of the sale of the articles covered hereby; and it is understood and agreed that, in addition to payment of the prices specified herein, Buyer shall pay directly or reimburse Seller the amount of any such sales, use or excise taxes not included herein which may be assessed against and become payable by Seller in respect of Buyer's Purchase Order.
- 10 **DELIVERY:** Unless specified by Buyer, Seller will select the carrier to ship this Purchase Order. All shipments shall be FOB from point of shipment, and Buyer shall pay all shipping and Insurance costs, and C.O.D. charges (when applicable), unless otherwise provided for on the face of this document. Buyer shall have full responsibility for any loss of or damage to articles covered by this Purchase Order after delivery thereof by Seller to the carrier for shipment. If any articles are lost or damaged in shipment, it shall be the Buyer's responsibility to file any necessary claims with the carrier.
- 11 **CAUSE MAJEURE:** Seller shall not be responsible for any delay in, or inability to complete the manufacture and shipment of any articles, or the installation of any tower or related Equipment called for under this Purchase Order if such delay or inability is caused by labor difficulties, fire or other casualty, acts of God, acts of the public enemy, acts of terrorism, transportation difficulties. Seller's inability to obtain Equipment and materials from others, governmental interference or controls, for any other cause beyond the control of Seller.
- 12 **WARRANTY:** All Equipment listed on the face hereof is covered only by warranties issued by the original equipment manufacturer. Copies of individual product warranties are available from Seller upon request. Except as set forth herein, and except as to title, there are no warranties, or any affirmations of fact or promises by Seller with reference to the Equipment, or to the **merchantability or fitness for particular application** which extends beyond the description of the Equipment on the face hereof. Seller does not guarantee that any antenna product will provide a particular quality of signal or coverage area, as this is dependent upon many other factors beyond the influence or control of the antenna. In no case shall Seller be responsible for Buyer's economic, special, punitive or consequential damages caused in part or wholly by any deficiency in malfunction of the Equipment.
- 13 **RETURNS:** Equipment manufactured and shipped upon order is not returnable for credit. Equipment may be exchanged or returned for credit at the sole discretion of Seller. Equipment must be of current design, with no mark or damage, and must be returned in original factory carton. Equipment may, at Seller's discretion, be subject to a restocking charge. Seller assumes no responsibility for unauthorized returns.
- 14 **GENERAL PROVISIONS:**
 - a) The waiver by Seller of any breach or any term, condition or covenant herein shall not be deemed a waiver of any other breach or any other term, condition or covenant.
 - b) Section headings herein are for convenience and shall not be deemed to be among the terms, conditions or covenants herein.
 - c) Each provision of this Contract is severable and, in the event that any one or more thereof may be declared invalid, the remainder shall nevertheless remain in full force and effect.
 - d) Model nomenclature and the mechanical and electrical design of Equipment described herein are subject to change without notice.
 - e) Seller reserves the right to correct clerical or typographical errors at any time, without penalty.
 - f) This Purchase Order shall be interpreted under and governed by the laws of the State of California.
 - g) The acceptance of any payments after the specified due dates thereof shall not constitute a waiver of Buyer's obligation to make future payments on the specified dates. Seller may apply any amounts paid by Buyer pursuant to this Contract to any indebtedness owing by Buyer to Seller on account hereof or otherwise.