



# CARLSON

## Carlson Terms & Conditions

The following are the terms and conditions ("Terms and Conditions" ) for the sales of products ("Products") by Carlson Wireless Technologies Inc. ("CWT or Seller") reflected on an accompanying invoice and/or price quote to CWT's customers ("Customer or Buyer"). By signature to the accompanying invoice or price quote, by reference in a purchase order to the price quote, or by acceptance of the invoiced goods, the Customer agrees to the following terms and conditions of sale:

### I. CERTIFICATE OF COMPLIANCE

Seller hereby certifies that the Products furnished have been manufactured in accordance with and will conform to, manufacture's specifications and that any value-added work performed on any Products has been done in accordance with applicable Customer's specifications relating to such work.

### II. ORDERS

Orders will be initiated by the Customer issuing a purchase order ("Purchase Order") to CWT. Purchase Orders will identify the Products, unit quantities, part numbers, descriptions, applicable price and requested delivery dates. Orders are subject to CWT's acceptance and to these terms and conditions. Orders scheduled to ship within 60 days may not be cancelled or rescheduled.

### III. TERMS OF PAYMENT

The terms of this sale require cash payment prior to shipping unless credit approval has been obtained. Credit approval is subject to the discretion of CWT and requires submission of satisfactory credit history. International orders are wire transfer unless over \$50,000, whereas a letters of credit may also be considered. Domestic orders exceeding \$25,000 will need a 50% prepayment with order.

### IV. DELIVERY AND TITLE

The stated delivery date, if any, is the best estimate possible based on current and anticipated orders of when goods will be shipped. CWT assumes no liability for loss, damage or consequential damage due to delays. All domestic sales are shipped F.O.B. (Freight on Board) point of shipment (CWT facility), and all international sales are shipped Ex-Works. Subject to CWT's right of stoppage in transit, delivery to a carrier will constitute delivery to the customer, and the risk of loss thereupon will pass to Customer; however, title shall remain with CWT until payment in full for the products by the Customer. Buyer is responsible for all freight, insurance and related charges, but CWT will, as a courtesy and without liability, arrange for shipping and insurance at Buyer's request. CWT is not

responsible for delays in delivery due to inclement weather, third parties, governmental regulations, controls or directions, outbreak of a state of emergency, acts of God, war, hostilities, civil commotion, riots, epidemics, perils of the sea or other natural casualties, fires, strikes, walk-outs, or other similar cause or causes beyond the control of the parties. CWT is not responsible for delays due to Buyer's changes in specifications, shipping method, payment terms, etc. CWT assumes no liability for delay, damage or breakage after delivery has been made to carrier. All claims for damages etc. should be made to the responsible carrier.

#### V. CUSTOMER SERVICE AND PRODUCT RETURNS

Customer Service hours are from 7:30 a.m. to 5:00 p.m. Pacific Time, USA, Monday through Friday excluding US holidays. Customer is deemed to have accepted the Products upon delivery. Customer waives any right to reject or revoke acceptance thereafter. ALL SALES ARE FINAL. RETURNS FOR CREDIT ARE NOT ALLOWED.

Returns for repair require an RMA (return merchandise authorization) number clearly marked on the outside of the shipping container. RMA numbers for both warranty and non warranty repairs are available through a Customer Service technician at +1 (707) 822-7000. If returned Products are claimed to be defective, a complete written description of the nature of the defect needs to accompany all returned Products. Items not eligible for return will be returned to Customer, transportation collect.

#### VI. PRICES

If the Customer does not purchase the quantity upon which quantity prices are based, Customer will pay the non-discounted price for the quantity actually purchased. All quotations are made subject to terms and conditions listed herein. Published prices are subject to change without notice; however, price quotes are valid for 60 days from date of issue.

#### VII. APPLICABLE LAW AND VENUE

The rights and obligations of the parties to this agreement shall not be governed by the provisions of the United Nations Convention on the International Sale of Goods but instead by the laws of the State of California, including its provisions of the Uniform Commercial Code. This sale has taken place at CWT facilities in Humboldt County, California, and this agreement has been entered into and performed in said County, and said County is the only proper venue for any litigation or other proceeding which may arise out of or result from this sale.

#### VIII. ATTORNEY'S FEES

In the event of any litigation or other proceeding to enforce the provisions of this Agreement, the prevailing party in such litigation or proceeding shall be entitled to reasonable attorneys' fees and costs incurred in connection therewith and in the enforcement or collection of any judgment or award rendered therein, as fixed by the court or arbiter.

#### IX. ARBITRATION

Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be held in Humboldt County, California, or such other location as may be mutually agreed to by CWT and Buyer. In the event of any action to interpret or enforce the provisions of this Agreement, including arbitration, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, court costs, arbitration expenses, and expenses of collection incurred in connection therewith, as may be determined by such arbitration or litigation. Arbitration awards shall be made in U.S. dollars and payable in the United States. Any such arbitration shall be conducted in English before one or more arbitrators of U.S. nationality. All arbitration awards shall be final and binding upon the Parties, and the Parties hereby waive any right of appeal arising out of or relating to such award. Notwithstanding the foregoing, a final judgment confirming the award may be entered in any court of competent jurisdiction.

#### X. LIMITED ONE YEAR WARRANTY

To the original end-use purchaser only, CWT warrants its product to be free from defects in materials or workmanship, under normal operation, for a period not to exceed one year from date of original sale, tracked by the serial number. During the warranty period, if the product is found to be defective in materials or construction, and is returned freight prepaid, CWT shall repair or replace it, at the option of CWT, within a reasonable period of time. CWT will return the product via UPS ground freight prepaid within the continental USA. CWT may, at its option, require that proof of purchase be furnished. This warranty does not cover any damage due to improper installation or incorrect voltage, lightning, accident, misuse, abuse, negligence, or acts of God or war. CARLSON WIRELESS TECHNOLOGIES, INC. SHALL HAVE NO RESPONSIBILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING PERSONAL INJURY, BUSINESS LOSS OR PROPERTY DAMAGE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXTENDED SERVICE CONTRACTS OFFERED BY SALES AGENTS ARE NOT WITHIN THE SCOPE OF THE WARRANTY.

#### XI. SEVERABILITY AND WAIVER

The invalidity in whole or in part of any provision hereto shall not affect the validity of any other provisions. Failure at any time of CWT to enforce any provision of this contract, or to exercise any option hereunder, or to require performance by Buyer of any provision hereof, shall in no way be construed as a waiver nor in any way affect the right of CWT to thereafter enforce each and every provision.

#### XII. GOVERNMENTAL AUTHORIZATIONS

GOVERNMENTAL AUTHORIZATIONS. Buyer shall be responsible for obtaining in a timely manner any required authorizations, including export licenses, import licenses, exchange permits or any other governmental authorization, even though any such authorization may be applied for by CWT. CWT shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its

obligations to pay CWT for its product. COMPLIANCE WITH LAW. Buyer shall comply with all applicable laws, rules and regulations of the United States and of the country of import, including U.S. Government export control laws and regulations and any amendments thereof.

XIII. REVISION DATE: August 9, 2011

All previous versions of this document are null and void for transactions occurring on or after this date.