

SOUTHWEST MICROWAVE LTD. STANDARD TERMS AND CONDITIONS OF SALE

1. Prices. All prices are in U.S. Dollars or GB Pound Sterling and are subject to change without notice at any time prior to formal acknowledgement of the order by Southwest Microwave Ltd., registered in England with company number 04549057 (SML). These prices supersede all previous prices. Prices do not include VAT, duties, freight, insurance or handling charges and where applicable will be charged separately. Quantity discounts apply on a per-item basis only and do not apply on an aggregate basis to purchases of different items.

2. Shipment and Delivery. All products will be delivered either Ex Works SML warehouses in (a) Worcestershire, England, UK or (b) Tempe, Arizona, U.S.A. SML shall notify the Purchaser of the shipment date once SML has received and approved all necessary information. The shipment date is estimated and subject to change due to causes not under the control of SML including, but not limited to, strikes and other labour difficulties, material shortages, fires, accidents, orders or requests of government authorities and delays of subcontractors. Unless otherwise instructed SML will select the best shipping method based on cost and schedule. If, at the Purchaser's request, shipment is held beyond scheduled shipment date, SML reserves the right to require payment for goods based on the originally scheduled shipment date and for warehousing charges. SML assumes no responsibility for delays, losses or damages for goods in transit. Claims for shortages or errors must be made to SML in writing within 10 days after delivery.

3. Acceptance of Quotation. The Purchaser's acceptance of an SML quotation is expressly limited to these Terms and Conditions. Any additional and/or conflicting terms and conditions on any purchase order, acknowledgement or other document issued or provided by the Purchaser are specifically rejected unless expressly accepted in writing by an authorised officer or employee of SML. In the absence of the Purchaser's written acceptance or acknowledgement of the Quotation, The Purchaser's acceptance and/or payment for the products described in the Quotation shall constitute the Purchaser's acceptance of the Quotation.

4. Purchase Order Cancellation/Termination. Purchase Order may be terminated or cancelled only with the express consent of SML. The Purchaser shall pay SML's actual costs and reasonable expenses (including time incurred and materials) in the event that a Purchase Order is cancelled by the Purchaser. SML may cancel a Purchase Order without penalty if the Purchaser fails to comply with these Terms and Conditions or becomes bankrupt or insolvent.

5. Warranty. SML warrants each of its products to be free in all material respects from defects in materials and workmanship under normal use and service for a period of three years after delivery to the Purchaser (the "Warranty Period") providing the Purchaser follows SML's instructions as to the use and maintenance of the products. SML shall repair or replace, at SML's option, any products or part thereof that are found to be defective within the Warranty Period upon examination by SML or an authorised Warranty Service Company (each a "defective product") and are returned as soon as reasonably practicable after discovery of such defect, shipping costs prepaid, to SML at its plant in Tempe, Arizona or to an authorised Warranty Service Company. Warranty returns must first be authorised by SML or an authorised Warranty Service Company. Disassembly of any product by anyone other than an authorised representative of SML voids any obligation for SML to repair or replace any product so disassembled. Fuses and batteries are not warranted unless the original manufacturer warrants such parts and such warranty is marked on the product. Any claim under warranty for fuses or batteries must be made by the Purchaser directly to the manufacturer.

THIS WARRANTY STATES THE EXCLUSIVE REMEDY OF THE PURCHASER, AND THE EXTENT OF SML'S OBLIGATIONS, WITH RESPECT TO THE PRODUCTS DESCRIBED IN THE QUOTATION AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH SML EXPRESSLY EXCLUDES. THE PURCHASER UNDERSTANDS AND AGREES THAT (I) UNDER NO CIRCUMSTANCE SHALL SML BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SIMILAR DAMAGES, REGARDLESS OF THE CAUSE, AND (II) SML'S LIABILITY UNDER THE QUOTATION OR PURCHASE ORDER IS STRICTLY AND EXPRESSLY LIMITED TO THE WARRANTY OBLIGATIONS EXPRESSED HEREIN (AS FAR AS PERMITTED BY LAW). SML NEITHER ASSUMES NOR AUTHORISES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER WARRANTY CONCERNING ITS PRODUCTS.

6. Software and Intellectual Property. These Terms and Conditions do not grant to the Purchaser title to or ownership of any software code included with or embedded in products provided by SML ("Software") or of any intellectual property rights in any of the products, but only give the Purchaser a limited right to use the Software solely in connection with the use of such products for their intended purpose. Third-party software is subject to the license agreement terms of the applicable software product. The Purchaser shall not copy, reverse engineer, decompile, disassemble or otherwise translate all or any part of any Software or permit or authorize any third party (including but not limited to the end user) to do so. SML will supply Software Development Kit information to third-party developers for integration purposes, but is not responsible for the performance of any interface between our products and third-party monitoring or control applications.

7. Indemnification. The Purchaser agrees that SML, its officers, employees, and agents shall not be liable for any losses, damages, liabilities, claims, causes of action, judgments, court costs, legal fees and other costs and expenses the Purchaser may suffer caused by, arising out of, resulting from, attributable to or in any way incidental to the purchase of the products described in the Quotation (as far as permitted by law).

8. Performance. No specifications provided by SML are binding unless they are expressly set forth in the Quotation. SML reserves the right to make changes to any product without prior notice and has no obligation to install such changes on products previously purchased. SML reserves the right to discontinue any products without notice.

9. Payment Terms. Payment terms are initially Cash in Advance. Net 30 day terms may be granted to the Purchaser at the discretion of SML. SML will charge interest, at a rate of 1.5% per month (18 % per annum), on all balances not paid on the date due. A cash deposit may be required on custom or special orders.

10. Returns. All returns require prior acceptance by SML. Returned goods will be accepted only if shipped freight and other costs are prepaid. Returns for credit must be made within 30 days of original shipment. Credit will be issued at either the price paid or the price in effect at the time of return, whichever is lower. All returns are subject to a 15% restocking charge. Discontinued, special, custom or damaged goods are not returnable.

11. Export/Import Control. The Purchaser agrees to comply with all applicable import and export laws of the Purchaser's country, the United States, the United Kingdom and any other governmental authority having jurisdiction, including without limitation, the U.S. Export Administration Regulations ("Export Control Laws"). The Purchaser will not sell, export, re-export, transship or otherwise dispose of any products, directly or indirectly, to any person, firm, entity, or country prohibited by, or for any purpose prohibited by Export Control Laws (including the sale of nuclear, chemical or biological weapons or missile technology). The Purchaser shall immediately notify SML if the Purchaser or the Purchaser's customer or end-user is listed on U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Persons, Unverified or Entity List, or other export control lists, has been convicted of criminal activity relating to import/export or has otherwise had its export privileges suspended, denied or revoked. The Purchaser agrees to hold SML harmless for all liabilities, fines, damages or expenses including legal fees incurred by SML in connection with violation of import/export laws by the Purchaser.

12. Export Controlled Items. SML advises the Purchaser that it will not export or otherwise transfer to the Purchaser any export-controlled item without the authority of an export license, applicable license exemption or exception and may refuse to accept the Purchaser's order if SML, in its sole discretion, determines such license or exemption is not available or cannot be obtained at reasonable expense. The Purchaser agrees to cooperate with SML and provide all necessary information to support any import and export authorisation required by Export Control Laws of the United States of America and/or the United Kingdom or to enable SML to determine if it should proceed with any potential order.

13. General. The Quotation and these Terms shall be governed by the laws of England and Wales. Any dispute arising out of the Quotation and/or these Terms shall be commenced within 1 year after the cause of the dispute has occurred, and shall be litigated in the courts of England and Wales, which shall have sole and exclusive jurisdiction over the dispute. The Quotation and these Terms together form the complete and exclusive contract between the Purchaser and SML, relating to the products described in the Quotation. The Purchaser shall not assign the Quotation without the prior written consent of SML. SML reserves the right to correct any typographical errors in the Quotation without liability.