



Subject: Terms and Conditions of Sale.

Antenna Department Division of Harsh International, INC. – TERMS AND CONDITIONS OF SALE.

“INCOTERMS” shall mean the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the contract for the sale and purchase of Products is made.

“The Products” shall mean any products or services supplied by the Supplier. “The Purchaser” shall mean the person, firm or company purchasing the products or services supplied by the Supplier. “The Supplier” shall mean Antenna Department Division of Harsh International, Inc. 600 Oak Ave. Eaton, Colorado 80615 USA.

1. Basis of Sale

- 1.1 The Supplier shall sell and the Purchaser shall purchase the Products in accordance with an accepted written quotation from the Supplier or an accepted written purchase order from the Purchaser. In each case the relevant sale and purchase contract shall be subject to these terms and conditions, which shall govern the contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such is made or purported to be made by the Purchaser.
- 1.2 No variation to these terms and conditions shall be binding unless agreed in writing between the authorized representatives of the parties.
- 1.3 The Supplier’s employees or agents are not entitled to give or make any undertakings, representations or warranties concerning the Products other than as set out in current standard specifications of the Supplier or as specifically authorized by an officer of the Supplier in writing.

2. Orders and Specifications

- 2.1 All purchases orders should be directed to the Supplier at its above address giving all information Necessary to process the Purchaser’s order and the Purchaser will be responsible to the Supplier for ensuring the accuracy of the terms of any order submitted by the Purchaser.
- 2.2 No order submitted by the Purchaser shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier’s authorized representative by way of acknowledgement of order.
- 2.3 If the Products are to be manufactured or any process is to be applied to the Products by the Supplier in accordance with a specification submitted by the Purchaser, the purchaser shall indemnify the Supplier against all loss, damages, costs and expenses awarded against or incurred by the Supplier in connection with or paid or agreed to be paid by the Supplier in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Supplier’s use of the Purchaser’s specification.
- 2.4 The Supplier reserves the right to make any changes in the specification of the Products which are Required to conform to any applicable safety or other statutory requirements of which do not materially affect quality or performance.
- 2.5 1. No order which has been accepted by the supplier may be cancelled by the Purchaser except with the Supplier’s written agreement and on terms that the Purchaser shall indemnify the Supplier in full against all loss (including loss of profit), costs (including cost of all labor and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation and sales applicable. In the case of specially engineered or customized Products the full amount will be charged.
- 2.5 2. Changes to acknowledged orders will only be accepted upon terms that protect the Supplier against loss.



3. Price

3.1 The price of Products shall be the Supplier's quoted price or, where no price has been quoted (or a quoted Price is no longer valid), the price listed in the Supplier's published price list current at the date of acceptance of the order less any agreed discount currently applicable to the Purchaser. All prices quoted are valid unless otherwise specified in the quotation for 30 days only or until earlier acceptance by the Purchaser, after which they may be altered by the Supplier without giving notice to the Purchaser.

4. Payment Terms

4.1 All orders are subject to credit approval before acceptance. Time of payment shall be of the essence of the the contract. Interest of 2% per month will be charged on all overdue accounts (both before and after judgments). Prices do not include freight, sales taxes, or value added taxes for which the Purchaser will be responsible.

Unless otherwise agreed, payment will be cash in advance prior to shipment. Shipments will be made on open account only after approval by our Credit Department. Where open account is approved, Terms are net 30 days for date of invoice.

4.2 Terms may be subject to change without notice to the Purchaser to reflect any increase in the cost to the Supplier due to any factor beyond the Supplier's control (such as without limitation any foreign exchange fluctuation, currency regulation, alteration of duties or significant increase in the costs of labor, material or other costs of manufacture).

5. Shipment / Carriage

5.1 All Shipments are Ex Works Supplier's Premises. Carriage, insurance and freight charges are collect and for Purchaser's account unless otherwise specified. If carrier is unspecified, Supplier is not responsible for for selecting the cheapest or fastest routing. Claims for shortages, other loss in transit, must be made within thirty (30) days of shipment for Supplier's premises.

6. Claims for Damage of Loss in Transit.

6.1 Claims for damage of loss incurred in transit must be made immediately by the Purchaser against the carrier. Though the Supplier has no liability, if requested, the Supplier will assist in the Purchaser's claim against the carrier provided the Purchaser indemnifies the Supplier against any loss or expense incurred by the Supplier in so doing.

7. Delays

7.1 Dates for delivery of the Products are approximate only and the Supplier shall not be liable for any delay howsoever caused. Time shall not be of the essence in respect of delivery.

7.2 The Supplier shall not be liable for inability to fulfill contractual obligations when the causes thereof are Due to act of God, explosion, storm or lightning damage, flood, tempest, fire or accident, war, riot, sabotage, terrorist acts, acts of government, import or export regulations or embargoes, strikes, lock outs or other industrial actions or trade disputes, difficulties in obtaining raw materials, labor, fuel, parts or machinery or any other act or matter beyond the Supplier's reasonable control.

7.3 Where Products are to be delivered installment shall not entitle the Purchaser to treat the contract as a whole as repudiated.

7.4 If the Supplier fails to deliver the Products for any reason other than any cause beyond the Supplier's Reasonable control or default by the Purchaser, any liability of the Supplier shall be limited to the excess (if any) of the cost to the Purchaser (in the cheapest available market) of similar products to replace those Not delivered over the price of the Supplier's Products.



8. Title

- 8.1 Notwithstanding delivery and the passing of risk in the Products, or any other provisions of these terms and conditions, title and property in the Products, or any other not pass to the Purchaser until the Supplier has received in cash or cleared funds payment in full of the price of the Products and all other products agreed to be sold by the Supplier to the Purchaser for which payment is then due.
- 8.2 Until such time as title and property in the Products passes to the Purchaser shall keep the Products Properly insured to their full value.
- 8.3 Until such time as title and property in the Products passes to the Purchaser (and provided the Products are still in existence and have not been resold), the Supplier shall be entitled at any time to require the Purchaser to deliver up the Products to the Supplier and, if the Purchaser fails to do so forthwith, to enter on the Purchaser's premises or those of any third party where the Products are stored and take all appropriate steps to repossess them.
- 8.4 The Purchaser shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain in Supplier's property.

9. Repairs

- 9.1 Authorization in writing must be obtained before returning any product for repair. Items not covered Under warranty provisions will be subject to a minimum 15 % service charge. All repairs and returns of Product will be warranted for 90 days after shipment for all materials and workmanship provided by Supplier, subject to Section 10.

10. Limited Warranty

- 10.1 Supplier's antenna Products are warranted against defects in material and workmanship under normal use and service for a period of one year from the date of shipment for all mechanical and electrical performance rating. This limited warranty does not extend to any Products that have been subject to misuse neglect, accident, improper installation or application, nor shall it extend to Products which have been repaired or altered outside Supplier's factory. In event of a defect covered by this limited warranty, Supplier's sole obligation and Purchaser's sole remedy shall be that Supplier, upon receipt of the defective Product and return it to the Purchaser. Supplier shall not be liable under any circumstances for any special, indirect consequential, incidental, punitive or exemplary damages arising out of or in any way connected with its lost profits, loss of use, lost data or for any damages or sums paid by Purchaser to third parties, even if Supplier has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether any is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise. Supplier is not liable for replacement of any product damage by lightning, wind or any other act of God or other event beyond the Supplier's reasonable control. No Product may be accepted for replacement or repair without written prior authorization from Supplier. All shipping charges on returned Product are the Purchaser's responsibility and must be prepaid. Product replacement or repair is subject to an examination by Supplier concluding that the Product was defective at the time of manufacture. Except for the limited warranty set out above, Supplier does not make, and hereby expressly disclaims, any and all other express and implied warranties, including, but not limited to warranties of merchantability, fitness for a particular purpose and any and all warranties arising from trade practice, custom or any other legal theory.



11. Insolvency of Purchaser

11.1 This clause applies if –

- 11.1.1 The purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- 11.1.2 An encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Purchaser; or
- 11.1.3 The Purchaser ceases, or threatens to cease to carry on business; or
- 11.1.4 The Supplier reasonably apprehends that any of the events mentioned above is about to occur in Relation to the Purchase and notifies the Purchaser accordingly.

11.2 If this clause applies then, without prejudice to any right or remedy available to the Supplier, the Supplier shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Purchaser, and if the Products have been delivered but not paid for price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary. Title shall remain with the Supplier until full payment is received for the Purchaser.

12. Third Party Intellectual Property Rights – Indemnity

12.1 The Supplier shall indemnify the Purchaser against any claims for infringement of any third party intellectual property rights arising from the Products or the use of any of the Products; provided, however that the Supplier shall in no event be liable for damages or loss of a consequential nature, including loss of profit. This indemnity shall not apply to any infringement based on compliance with specifications or instructions of the Purchaser or on any use of the Products not supplied by the Supplier. This indemnity is further conditional upon the Purchaser giving to the Supplier the earliest possible written notice of any claim being made or action threatened or brought against the Purchaser, conditional upon the Purchaser not having made any admission which might be prejudicial to such claim or action and upon Purchaser permitting the Supplier at the Supplier's own expense to conduct ensuing litigation and all negotiations for a settlement of the claim. The Supplier shall be entitled to modify or replace any infringing items so that they become non-infringing. The Purchaser shall be obliged to take such steps as the Supplier may reasonably request, and to use its best endeavors, to mitigate the effect of any claim.

13. General

- 13.1 If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or part the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected thereby.
- 13.2 Please provide Supplier correct shipping information including address and postal code with your order and indicate your preference for transportation and insurance. It is the Purchaser's responsibility to ensure appropriate insurance is in place on the Products.
- 13.3 Always refer to the specification sheet for a particular product to ensure that the appropriate information is provided. Components are tuned and tested at exact specified operating frequencies and losses, as required. Your order cannot be properly processed without be properly processed without this information. Providing operating frequencies to the nearest KHZ (Example: 456.272 MHZ) and any losses to the nearest tenth a dB (Example: 0.5 dB).
- 13.4 The contract shall be governed by the laws of Colorado, USA and each party hereby submits to non-exclusive jurisdiction of the Colorado Courts.

14. Refunds

14.1 Once we receive your returned item, we will inspect it and notify you on the status of your refund. If Your return is approved, we will initiate a refund to the credit card (or original method of payment) used to purchase. The credit will be applied within 10 days, unless your card issuer's suggest otherwise.



15. Shipping costs of returned item.

15.1 You will be responsible for paying for your own shipping costs for returning your item, unless it is found to be defective. If it is not defective, the original shipping costs to you are non-refundable and will be deducted from your refund.