



## TERMS OF SALE

**1. GENERAL** - Any of the conditions of Buyer's order, which are inconsistent with these terms, shall not be binding on the Seller unless Seller specifically agrees in writing. Seller will not furnish any manufacturing drawings of parts or assemblies that are of a proprietary nature. Seller does not sell antennas for stock, and only makes a commercial sale after confirming the existence and suitability of a bona-fide problem site. Seller agrees to not disclose any proprietary information received from Buyer, but is not precluded from selling antennas to anyone.

**2. ADVERTISING** - Buyer shall not distribute any material which implies that Seller's antennas are manufactured by anyone other than Seller. Buyer shall not make any technical claims about, or distribute photographs of, Seller's antennas without prior approval from Seller, which approval shall not be unreasonably withheld.

**3. ASSOCIATED EQUIPMENT** - In any project employing Seller's antenna, Seller will be informed as to the technical details of all components which could effect the performance of Seller's antenna. Such details will be supplied by the Buyer as early in the project as practicable. If Seller disapproves the use of any component, Seller will be excused from meeting system performance requirements. Approval shall not be unreasonably withheld. No license to the other party under any patents is granted or implied by the exchange of proprietary information.

**4. WARRANTY** - Seller warrants all equipment manufactured by it to be free from defects in material and workmanship, provided the equipment is operated under normal ratings and service for which it was intended. The obligations of the company shall be limited to making good at its factory any part or parts thereof which shall by its inspection and test be found defective, providing these parts are returned prepaid to the company within one (1) year after delivery to the original purchaser. Seller is not liable for any damages or personal injury resulting directly or indirectly from the design, material, workmanship, or installation of any of its products. This warranty is in lieu of all other warranties, expressed or implied, and does not apply to any equipment which has been subject to unauthorized repair or alteration. Seller neither assumes nor authorizes any persons to assume for it any other liability in connection with its products. Seller reserves the right to make modifications and alterations to its products without obligation to install such improvements at no charge in equipment previously manufactured.

**5. INSPECTION** - Seller's pricing does not include in-house inspection by the Buyer during manufacture. Test data will be included with shipments. Seller will make goods available for Buyer's inspection at the shipping point at the time of shipment.

**6. DELIVERY** - Shipping dates are approximate and are based on prompt receipt of all necessary information. Seller shall not be liable for delay in delivery due to causes beyond its reasonable control. All goods are shipped F.O.B. Fairfax County, Virginia. Shipping cost will be prepaid and billed to the Buyer.

### 7. PAYMENT -

(A) For orders for Model 105 and Model 106 End Fire Glide Slope Antenna Systems, Model 107 Upslope End-fire Glide Slope Antenna System, and Model 201 Wide Aperture Slotted Cable Localizer, terms are:

50 percent of the price with order  
25 percent when ready for release of shipment  
25 percent Balance plus prepaid freight  
(due 30 days after shipment).

(B) For orders for spare or replacement parts, payment in full is due 30 days net after Invoice Date. Charges for packaging, packing, and crating will apply. A \$ 35.00 minimum order charge applies to orders totaling less than \$ 500.00.

(C) A late charge of \$ 75.00 plus 2% of the excess of \$ 750.00 of overdue Invoice Amounts will be borne by the Buyer. Invoices are overdue if Seller does not receive payment by the Invoice Due Date. Payments overdue by more than 30 days are subject to additional late charges.

(D) Payments will be made by check or by wire. All transaction fees and bank charges associated with payment by wire will be borne by the Buyer.

**8. CANCELLATION** - All sales are final with the following exceptions. In the event Buyer desires to cancel its order, Buyer will request cancellation in writing with a detailed explanation of the reasons for cancellation.

(A) If Buyer requests cancellation within 30 days after receipt of the initial payment deposit made with the placement of the order, Seller will refund the initial deposit LESS 5% of the full purchase price listed in the order.

(B) If Buyer requests cancellation more than 30 days after receipt of the initial payment deposit and before the scheduled shipping date, Seller will refund the initial deposit and any subsequent payment deposits LESS 10% of the full purchase price listed in the order.

(C) In the event Buyer requests to cancel its order after Seller has delivered partial or full shipments of equipment and materials, Seller may, at its option, instruct Buyer to return all equipment and materials to the Seller at Buyer's own expense. Equipment and materials must be returned in the original unopened shipping boxes in the same condition in which Seller delivered such equipment and materials to the Buyer. As of such date by Seller's inspection and determination that equipment and materials returned are in satisfactory condition, Seller will acknowledge notice of cancellation from purchaser, and the appropriate refund policy will apply.

(i) Seller will remit any refunds, less Seller's packing, shipping, and freight expenses, due Buyer 45 days after Seller's acknowledgement of receipt of the written notice of cancellation from Buyer or after Seller's receipt and inspection of returned items previously shipped to Buyer, whichever occurs later.

(ii) All orders for an end fire system(s) are for a site(s) as specified in Buyer's purchase order, and substitution(s) of an alternate site(s) is not valid.

TERMS OF SALE (7/91: rev 1/99 and 5/03)