

1. GENERAL

1.1. Contract Terms. These Terms and Conditions constitute an integral part of any offer made by Stealth Microwave, Inc. ("Stealth") to sell goods to Purchaser and shall govern the sale of such goods. Except to the extent previously agreed to in writing, any additional or different terms or conditions proposed by Purchaser are hereby objected to.
1.2. Acceptance. No order by Purchaser, regardless of whether a deposit has been accepted shall be binding upon STEALTH until a credit review has been completed and the order has been accepted by STEALTH with a signed order acknowledgement.

2. PRICES

2.1. Quotations. Unless otherwise stated all prices quoted by STEALTH are based on U.S. dollars. FOB shipping point include domestic packaging and are effective for thirty (30) days from the date of quotation.
2.2. Transportation. Transportation shall be by common carrier at Purchaser's risk and expense with the charges therefore added to the quoted prices.
2.3. Delay in Acceptance of Delivery. Should the delivery date be postponed by Purchaser, STEALTH shall have the right to adjust the price of the undelivered goods to STEALTH price at the time of shipment.

3. TAXES

Any sales, use or manufacturer's tax which may be imposed upon the sale or use of goods, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction shall be in addition to the quoted prices and paid by Purchaser. If Purchaser is exempt from any taxes, Purchaser shall furnish to STEALTH an appropriate tax exemption certificate in form acceptable to the taxing authority.

4. TERMS OF PAYMENT

4.1. Due Date. Unless otherwise agreed, terms are net thirty (30) days from the date of invoice. All charges are payable in U.S. dollars.
4.2. Late Payment. A service charge of 1-1/2 percent per month (18% annual rate) shall be made on any portion of Purchaser's outstanding balance that is not paid within forty-five (45) days after invoice date.
4.3. In the event that legal action is taken by STEALTH, Purchaser shall be liable for STEALTH's reasonable attorney fees, plus the other costs of such action.

5. EXPORT PAYMENT TERMS

Unless other arrangements have been made payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against STEALTH invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the goods, and shall be established in a bank acceptable to STEALTH.

6. DELIVERY, RISK OF LOSS AND SHIPMENT

6.1. Delivery Date. Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order.
6.2. Risk of Loss. Unless otherwise agreed to in writing, delivery shall be complete upon transfer of possession to common carrier, FOB shipping point or FAS port, as the case may be, whereupon all risk of loss, damage or destruction to the goods shall pass to Purchaser.
6.3. Shipment. In the absence of written agreement to the contrary, the means of shipment will be at the discretion of STEALTH. STEALTH reserves the right to make partial shipments and to submit invoices for partial shipments.

7. TITLE

Unless otherwise agreed to in writing, title to the goods shall remain with STEALTH until all payments due hereunder have been made.

8. CHANGES AND CANCELLATIONS

8.1. Orders acknowledged by STEALTH are not subject to change or cancellation by Purchaser except with STEALTH written consent and upon payment of an appropriate charge to cover the cost or loss incurred by STEALTH which, unless otherwise agreed in writing, shall be not less than eighty percent (80%) of the price of the goods subject to the change or cancellation.
8.2. Additional quantities cannot be added to the original purchase order once an order acknowledgement has been sent from STEALTH.

9. FORCE MAJEURE

STEALTH will make every effort to complete shipment, and installation where indicated, but shall not be liable for any loss or damage, for delay in delivery, or inability to install due to causes beyond its reasonable control, including, but not limited to fire, acts of God, acts of government or compliance with any governmental rules or regulations.

10. WARRANTY

10.1. Unless otherwise agreed to in writing, STEALTH warrants that the goods sold hereunder shall be free from defects in material or workmanship under normal use and service for a period of one (1) year from the date of shipment.
10.2. No warranty extended by STEALTH shall apply to any goods which have been modified or altered by persons other than STEALTH authorized personnel: to goods that are defective due to misuse, neglect, improper installation, soldering or accident; or to goods sold as "used" STEALTH obligation under this warranty is limited to the repair or replacement at STEALTH

option of defective parts or goods, FOB warehouse or local STEALTH office, as specified by STEALTH. STEALTH reserves the right in installment contracts to grant credit for the value of any goods found to be defective under the terms of this warranty.

10.3. This warranty is made on condition that immediate written notice of any defect is given to STEALTH and to STEALTH inspection reveals that the Purchaser's claim is valid under the terms of this warranty. No returns will be accepted by STEALTH unless accompanied by a STEALTH Return Material Authorization number.

10.4. STEALTH shall have the right to change the design, dimension, weight and specifications of the goods when necessary provided that such a change does not impair the performance or function of the goods or their utility to Purchaser.

10.5. STEALTH MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN OR THAT WHICH MAY BE PROVIDED IN A SUPPLEMENTARY OR SEPARATE WARRANTY FURNISHED BY THE STEALTH DIVISION RESPONSIBLE FOR THE SALE. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE GOODS.

11. LIMITATION OF LIABILITY

In no event shall STEALTH be liable for any loss of use, revenue, profit or custom, or for any direct, indirect or consequential damages arising out of, connected with, or resulting from the sale of goods.

12. RETURNS

12.1. STEALTH will not accept returned merchandise without a Return Merchandise Authorization (RMA) Number, which will be issued by our customer service department. All returns must be properly packaged to prevent damage in transit.
12.2. Any quantity of RMA units shall not be deducted from any invoice.
12.3. RMA payments or credits shall be separate transaction from original invoice.

13. INSTALLATION

Unless otherwise stated in writing, the goods covered hereby shall be installed by and at the expense of the Purchaser. In the event that any installation is to be performed by STEALTH, Purchaser shall be responsible for securing all governmental permits required therefore; as well as compliance with all local union rules and building codes.

14. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

14.1. Infringement by STEALTH. If Purchaser receives a claim that any goods or part thereof, infringe upon the rights of others under patent trademark or otherwise, Purchaser shall notify STEALTH immediately in writing.
14.2. As to all infringement claims relating to products or parts manufactured by STEALTH or one of its affiliates.
14.3. Purchaser shall give STEALTH information, assistance, and exclusive authority to evaluate, defend and settle such claims.
14.4. STEALTH shall then at its own expense and or option defend or settle such claims, procure for the Purchaser the right to use the product, remove or modify it to avoid infringement, or remove the goods and refund the purchase price, less reasonable depreciation.
14.5. Infringement by Purchaser. If some or all of the goods sold hereunder are made by STEALTH pursuant to drawings or specification furnished by the Purchaser, should a claim be made that such goods infringe the rights of any third party under patent, trademark or otherwise. Purchaser shall indemnify and hold STEALTH harmless against any liability or expense, including reasonable attorney fees, incurred by STEALTH in connection therewith.
14.6. Any product or part not manufactured by STEALTH, which is part of or has been incorporated in the goods, is furnished subject only to the manufacturer's patent warranties, if any, and without warranties expressed or implied by STEALTH

15. GENERAL

15.1. Designs and Trade Secrets Disclosures by STEALTH. Any drawings, data, designs, software programs or other technical information supplied by STEALTH to Purchaser in connection with the sale of goods shall remain STEALTH property and be held in confidence by Purchaser. Such information shall not be reproduced or disclosed to others without STEALTH prior written consent.
15.2. Assignment. Purchaser shall not assign this order, any interest therein or any rights thereunder without prior written consent of STEALTH.
15.3. Modification. This agreement may not be changed, modified or amended, except in writing signed by authorized representatives of the parties.
15.4. Governing Law. The rights and obligations of the parties under this agreement shall be governed by the law of the State where the STEALTH Division responsible for the sale is located.

16. HEADINGS

The headings of sections are for reference only and shall be given no substantive effect whatsoever.

17. EXPORT

These commodities may be subject to U.S. Government export controls. Diversion contrary to U.S. Law may be prohibited. Export may require validated export license.