

Microcom Corporation
Standard Terms and Conditions of Sale of Services

1. **DEFINITIONS USED HEREIN** - "Document" or "contract" means this document, including any attached pages and the terms and conditions contained herein. "Seller", "us" or "we" means Microcom Corporation or its affiliate that is the seller of Services and/or Goods to Buyer pursuant to this Document. "Buyer" or "you" means the buyer of Services and/or Goods pursuant to this Document. "Services" means the services, including the goods, equipment, materials, parts and supplies (collectively, "Goods"), supplied by us to you pursuant to this Document.
2. **COMPLETE CONTRACT** - This Document contains the complete and exclusive agreement between you and us regarding the terms of the sale of the Services (including Goods) by us to you. This Document supersedes and replaces all previous requests, quotations, orders or agreements concerning the Services. Any additional or different terms will not become part of the contract or agreement for the sale of the Services and are hereby objected to by us without further notice unless made in writing and signed by an authorized representative of each of Seller and you.
3. **PRICES** - All prices quoted are estimates only, valid for not more than 30 days, and in US dollars. Total price for Services will be calculated based on our standard service rates in effect at the time the Services are performed. Service rates are subject to change at any time without notice. Our standard conditions for freight charges are prepaid and are added to the order, unless otherwise specified by us. Any applicable taxes or other governmental impositions, including but not limited to customs fees, duties and tariffs, if applicable, which we may be required to pay or collect also will be added to the price and paid by you unless we receive a valid exemption certificate. All prices and/or discounts are based on receiving an order for the quantities specified. Any change in quantity may result in a change in price and/or discount.
4. **DELIVERY AND COMPLETION** - Unless otherwise specified, delivery points shall be the F.O.B. point specified by Seller, but liability for loss or damage and title (if applicable) shall pass to you upon our delivery of the Goods to a common carrier for shipment. Lead times, completion and shipping dates are estimates only and not guaranteed.
5. **SHORT, DAMAGED OR DEFECTIVE SERVICES** - All claims for damages, shortages or defects (not due to fault of carrier) shall be filed with Seller within ten days from date of delivery. Claims arising as a result of the fault of the carrier will be handled by Seller directly with the carrier.
6. **PAYMENT** - Unless otherwise agreed by Seller in writing, full cash payment is due within thirty days after invoice date. Orders are subject to final approval by Seller's credit department, which may require full or partial advance payment. If Buyer delays order processing, partial payment based on the portion of the order completed shall then be paid. Pro rata payments shall be due as Services are performed. Storage shall be at Buyer's risk and charges therefor shall be paid before shipment. If Buyer does not pay on time, Seller reserves the right to charge Buyer 1 1/2% per month on the unpaid balance until paid. If any amount remains unpaid and Seller attempts to collect such amount, Buyer will pay Seller's costs of collection, including but not limited to attorneys' fees and court costs.
7. **INTERPRETATION - RESPONSIBILITY** - When plans and specifications are involved, you are responsible to verify our interpretation of them. When we offer substitutes on any proposal, you are responsible for their acceptability. If we deliver to you any literature concerning the Services you are responsible for becoming familiar with it.
8. **EXCUSABLE DELAYS** - No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond our control, which include, but are not limited to, Acts of God, fire, explosion, flood, war, terrorism, epidemics, act of or authorized by any government, accident, labor trouble or shortage, inability to obtain material, equipment or transportation or acts or failure to act by Buyer. Services so affected may be eliminated by Seller from the transaction without liability, but the transaction shall remain otherwise unaffected.
9. **WARRANTY AND WARRANTY DISCLAIMER** - Unless Seller explicitly provides to Purchaser a separate written warranty document regarding the Goods, we make no warranty, express or implied, concerning such Goods. **ALL GOODS ARE SOLD AS IS - WITH ALL FAULTS.** Notwithstanding the foregoing, to the extent we are permitted and able, we will pass on and make available to you any warranties made by the suppliers and manufacturers of such Goods. In addition, unless otherwise agreed we warrant our labor and workmanship for a period of 90 days after substantial completion of the Services. Our obligations under this warranty are conditioned upon your notifying us of any alleged defect in our labor and workmanship promptly after discovery and in any event not later than 90 days after substantial completion of the Services, and our satisfaction upon inspection that the warranty has been breached. In the event of a breach of this warranty we will correct the defective labor or workmanship at our expense or, at our discretion, give you a credit in a reasonable amount on account of the defect but in no event in an amount greater than the paid price of the Services hereunder.
10. **LIMITATIONS OF REMEDIES AND DAMAGES - THE OBLIGATIONS, LIABILITY AND REMEDIES SET FORTH IN THE PRECEDING PARAGRAPH RELATING TO THE SERVICES (INCLUDING GOODS) ARE OUR SOLE OBLIGATIONS AND LIABILITY AND YOUR EXCLUSIVE REMEDY. WE MAKE NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY FROM US IN THE EVENT OF BREACH OF THE ABOVE WARRANTY IS CORRECTION OF THE LABOR AND WORKMANSHIP OR CREDIT AS SET FORTH ABOVE. SELLER AND ITS SUPPLIERS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PENAL DAMAGES INCURRED IN CONNECTION WITH THE SERVICES (INCLUDING GOODS), WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO BACK CHARGES; LABOR COSTS; COSTS OF REMOVAL, REPLACEMENT, TESTING OR INSTALLATION; LOSS OF EFFICIENCY; LOSS OF PROFITS OR REVENUES; LOSS OF USE; LATENESS OR DELAYS IN DELIVERY; UNAVAILABILITY OF SERVICES; COST OF CAPITAL; COST OF SUBSTITUTE SERVICES OR FACILITIES; DOWNTIME; OR CLAIMS FROM YOUR CUSTOMERS OR OTHER PARTIES TO YOU OR DIRECTLY TO US FOR SUCH DAMAGES. IN NO EVENT WILL OUR LIABILITY TO YOU, YOUR CUSTOMERS OR TO ANY OTHER PERSON, RELATING TO THIS DOCUMENT, ITS PERFORMANCE OR NON-PERFORMANCE, EXCEED THE PAID PRICE HEREUNDER.**
11. **HAZARDOUS BUSINESS** - You assume all risk and liability resulting from Services delivered hereunder. Unless otherwise agreed to by us in writing, Goods sold in connection with the Services provided hereunder are not intended for use in connection with "safety-related" applications within any nuclear facility or any other hazardous activity such as aircraft, space exploration or other critical applications where failure of a single component could cause substantial harm to persons or property. We disclaim any and all liability if standard commercial products are used in any such applications.
12. **GOVERNMENT CONTRACTS** - If our Services relate to any U.S. government, state or local government agency, you are responsible to notify us of all government procurement conditions applicable thereto when you request our quotation. We will review the conditions and advise you of our ability to comply. If any government action should place or contain limitations on the price provided for in this Document such that it would be illegal or against public or government policy for us to charge, assess or receive the full amount or to increase such prices as determined by this Document, then we shall have the option to (1) continue to perform under this Document subject to such adjustments in prices that we may deem necessary to comply with such government action, (2) revise this Document, subject to your approval, in order to most nearly accomplish the original intent of this Document, or (3) terminate performance of the affected portions of this Document without liability for any damages.

13. **EQUIPMENT AND UTILITIES** - If the Services are to be performed on your premises you will afford us the necessary utilities and secured space for the introduction, storage and use of our Goods and equipment during the performance of the Services.
14. **CANCELLATION** - Special orders may not be canceled. Other orders may be canceled subject to a cancellation charge as determined by us.
15. **ASSIGNMENT** - You may not assign or transfer our contract with you without our consent, which will not be unreasonably withheld. We may subcontract all or any part of the Services and/or assign or transfer our contract with you and our rights and obligations hereunder.
16. **APPLICABLE LAW** - This Document and any subsequent contract referred to herein shall be governed by and construed in accordance with the laws of the State of Ohio. In the event of a dispute hereunder, Purchaser agrees to the exclusive jurisdiction of the courts of Franklin County, Ohio. The United Nations Convention on Contracts for the International Sale of Goods is hereby disclaimed and shall not apply to the purchase and sale of Services or Goods pursuant to this Document.
17. **SEVERABILITY** - Invalidity of any of the terms provided herein shall not affect the validity of any other term.
18. **WAIVER** - Waiver by us of your performance, or inaction with respect to your breach of any provision of this Document, or failure of us to enforce any provision of this Document, will not be deemed a waiver of future compliance herewith or a course of performance modifying such provision, and such provision will remain in full force and effect as written.

**IN ALL CASES CLERICAL ERRORS ARE SUBJECT TO
CORRECTION**