

Microcom Corporation
Standard Terms and Conditions of Sale of Goods

1. **Certain Definitions Used in this Document.** "Seller" means Microcom Corporation. "Purchaser" means the purchaser identified in the applicable document in which these Standard Terms and Conditions of Sale of Goods are referenced as being applicable, irrespective of whether the document is an Invoice, Order Confirmation, Quotation, Statement of Work, or other document (hereinafter, all references to such document and to the Standard Terms and Conditions of Sale of Goods, collectively shall be made by a reference to "this Document"). "Goods" mean the goods, equipment, supplies and services supplied by Seller to Purchaser as described in this Document. "Purchaser" and "Seller" include the respective heirs, executors, personal representatives, successors and permitted assigns of each.
2. **Terms are Exclusive.** THIS DOCUMENT CONSTITUTES THE COMPLETE AND FINAL AGREEMENT OF PURCHASER AND SELLER FOR THE GOODS. THIS DOCUMENT MAY NOT BE ADDED TO, MODIFIED OR SUPERSEDED EXCEPT IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER, EVEN THOUGH OTHER TERMS MAY APPEAR ON PURCHASER'S DOCUMENTS (ALL OF WHICH ARE HEREBY OBJECTED TO BY SELLER WITHOUT FURTHER NOTICE). IF PURCHASER ACCEPTS ANY PERFORMANCE BY SELLER, PURCHASER WILL BE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF THIS DOCUMENT.
3. **Price.** Unless otherwise agreed, prices will be those set forth in Seller's pricing policies in effect at the time of tender of delivery. In the event Purchaser changes its order (if and when permitted by Seller), Seller may adjust prices accordingly. Unless otherwise stated, prices do not include applicable quotation fees, taxes, excises, duties or other governmental impositions including but not limited to customs fees, duties and tariffs, if applicable, which Seller may be required to pay or collect. Any such applicable fees, taxes, etc., will be paid by Purchaser. Further, unless otherwise stated, all permits, licenses, or authorizations necessary for the use of the Goods will be obtained by Purchaser at its sole expense. IF THIS DOCUMENT IS A QUOTATION, THE TERMS AND PRICES QUOTED (IF ANY) WILL BE FIRM ONLY IF ACCEPTED BY PURCHASER WITHIN THIRTY (30) DAYS OF THE DATE OF THE QUOTATION.
4. **Payment.** Unless otherwise agreed by Seller in writing, full cash payment is due within thirty days after invoice date. If Purchaser does not pay on time, Seller reserves the right to charge Purchaser 1.5% per month on the unpaid balance until paid in full. If any amount remains unpaid and Seller attempts to collect such amount, Purchaser will pay Seller's costs of collection, including but not limited to attorneys' fees and court costs.
5. **Delivery.** Unless otherwise agreed, the Goods will be delivered to Purchaser F.O.B. Seller's facility. Any specified delivery date is approximate only. Title to the Goods will pass to Purchaser upon Seller's tender of delivery of the Goods. If the Goods are held by Seller subject to receiving instructions from Purchaser, Seller may invoice the Goods and Purchaser agrees to make payment in accordance with this Document. Goods invoiced and held at any location by Seller will be held at Purchaser's risk and Seller may charge for (but is not obligated to carry) insurance and storage. Purchaser will accept and pay for partial deliveries at contract prices and terms. When Purchaser has declared or manifested an intention not to accept delivery in accordance with this Document, no tender will be necessary but Seller may, at its option, give notice to Purchaser that Seller is ready and willing to deliver and such notice will constitute a valid tender of delivery.
6. **Excuse.** Seller shall not be liable for failure to perform by reason of strikes, fires, floods, unavoidable accidents, wars, delays in transportation, epidemics, acts of Gods, or other causes beyond its reasonable control. In connection with the foregoing, Purchaser acknowledges that delivery of the Goods is contingent upon Seller's ability to obtain supplies, raw materials and services through its regular and usual sources and thus, if for any reason beyond Seller's control, Seller is not able to meet anticipated deliveries, Seller will not be liable therefor and may postpone the delivery date(s) under this Document for a period of time which is reasonable under all circumstances.
7. **Warranty; Warranty Disclaimers; Assignment of Assignable Warranties of Manufacturer; Limitation of Remedies and Liabilities.** Unless Seller explicitly provides to Purchaser a separate written warranty document regarding the Goods, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE GOODS WHATSOEVER. SELLER DISCLAIMS AND EXCLUDES ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. However, to the extent assignable, Seller shall assign to Purchaser any warranties of the manufacturer of the Goods.

Purchaser agrees that Seller's obligation to assign, to the extent assignable, any manufacturer's warranties with respect to the Goods is the sole remedy bargained for by Purchaser IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES. Seller's obligations described in this Section 7 will be PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR ANY LIABILITY WITH RESPECT TO THE GOODS WHETHER ANY CLAIM FOR RECOVERY IS BASED UPON OR ARISES OUT OF THEORIES OF CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE. IN NO EVENT WILL SELLER BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
8. **Hazardous Business.** Purchaser assumes all risk and liability resulting from the Goods delivered hereunder. Unless otherwise agreed to by us in writing, the Goods 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. Seller disclaims any and all liability if the Goods are used in any such applications.
9. **Government Contracts.** If the Goods relate to any U.S. government, state or local government agency, Purchaser is responsible to notify Seller of all government procurement conditions applicable thereto when Purchaser requests Seller's quotation. Seller will review the conditions and advise Purchaser of Seller's 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 Seller to charge, assess or receive the full amount or to increase such prices as determined by this Document, then Seller shall have the option to (1) continue to perform under this Document subject to such adjustments in prices that Seller may deem necessary to comply with such government action, (2) revise this Document, subject to Purchaser's 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.
10. **Inspections and Acceptance/Claims.** Each delivery of Goods will be inspected promptly by Purchaser for damage and defects. PURCHASER WILL NOTIFY SELLER OF ALL CLAIMED DAMAGE OR DEFECTS WITHIN TEN (10) DAYS OF PURCHASER'S RECEIPT OF THE GOODS. If Purchaser fails to so inspect and notify Seller, Purchaser will be deemed to have accepted the Goods and to have waived any damage or defect or claim therefor. If Purchaser inspects the Goods and notifies Seller within such period of its claim that the Goods are damaged or defective, Seller will review Purchaser's claim, and if valid, Purchaser and Seller will mutually agree on the timing of curing such damage or defect. Any remedy of Purchaser against Seller shall be barred unless notice is given in accordance with the foregoing provision.
11. **General Indemnity.** Purchaser shall indemnify, defend and hold harmless Seller from and against all losses, claims, damages, injuries, deaths or other liabilities arising out of or relating to (i) Purchaser's use of the Goods; and/or (ii) Purchaser's acts, omissions and/or performance under this Document.
12. **Information Regarding the Goods.** Purchaser acknowledges that it has received and is familiar with Seller's and any manufacturer's labeling and literature concerning the Goods and will forward such information to its employees, agents, customers.

13. **Cancellation.** Seller may cancel or terminate all or part of the contract evidenced by this Document immediately if Purchaser is materially delinquent on any of its obligations hereunder or under any other order or transaction with Seller; Purchaser becomes insolvent; a receiver under Title 11 U.S.C., as amended (the "Bankruptcy Code") is appointed for or on behalf of Purchaser, or a case under any chapter of the Bankruptcy Code is commenced for, by or against Purchaser; Purchaser suspends or terminates business or makes an assignment for the benefit of creditors; any guarantor of the obligations of Purchaser dies, becomes insolvent or any case under any chapter of the Bankruptcy Code is commenced for, by or against such guarantor; or any event occurs, whether or not similar to the foregoing, which in Seller's good faith belief materially impairs the prospect of payment or performance by Purchaser. Seller's rights to cancel or terminate may be exercised by Seller without liability.
14. **Representation by Agent or Representatives.** The terms of this Document will govern the liability and obligations of Seller in regard to the sale of Goods, whether the sale was procured directly by Seller or indirectly through an authorized sales representative. No agent, employee or representative of Seller has any authority to bind Seller to any additional or contrary terms. Unless a term is specifically included within this Document or is in writing signed by an executive officer of Seller, it will not be enforceable by Purchaser or by any person claiming by or through Purchaser.
15. **Confidentiality.** Purchaser will not disclose or otherwise disseminate, directly or indirectly, any of the terms of this Document or any other information of Seller given to or received by Purchaser or its associates or agents, unless Purchaser received Seller's written permission or such information is required to be disclosed by law or becomes part of the public domain through no fault of Purchaser, its associates or agents.
16. **Miscellaneous.** Orders entered on Seller's books cannot be canceled or deferred except with Seller's written consent and upon terms that will indemnify Seller against loss. If any of the provisions of this Document are deemed invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will in no way be affected or impaired thereby. This Document and the contractual relationship between Seller and Purchaser shall be governed by and construed under the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles). 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 Goods hereunder. No right or interest in the contract arising from this Document may be assigned by Purchaser and no delegation of any obligation owed by Purchaser may be made without the prior written permission of Seller. The rights and remedies of Seller herein will be cumulative and additional to any other or further rights and remedies provided in law or equity. Waiver by Seller of Purchaser's performance, or inaction with respect to Purchaser's breach of any provision of this Document, or failure of Seller to enforce any provision of this Document (including, without limitation, the imposition of any finance charge), will not be deemed a waiver of future compliance therewith 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

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