



## Standard Terms and Conditions of Sales

**Antcom Corporation**  
**367 Van Ness Way, Suite 602**  
**Torrance, California 90501**

**1. PRICES:** All prices are Firm Fixed Price, FCA 1120 367 Van Ness Way, Suite 602, Torrance, California 90501. All prices include standard commercial packing for domestic shipment. All transportation, insurance, special packing costs and expenses, and all Federal, state and local excise, duties, sales, and other similar taxes are the responsibility of the Purchaser.

**2. PAYMENT:** Terms are prepayment unless otherwise agreed in writing. Interest shall be charged on overdue accounts at the rate of **18% per annum (1.5% per month) from due date.** To expedite payment by wire transfer to Antcom.:

**JP Morgan Chase Bank NA**  
**New York, NY USA**

**US Account #: 235786875**  
**ABA#: 021000021, Swift #: CHASUS33**

**3. DELIVERY:** Purchaser shall supply shipping instructions with each order. (Ship to and bill to address, Antcom Quotation #, Preferred carrier and account #, Custom broker/freight forwarder including name and contact #) In the absence of specific instructions, Antcom may select a carrier and insure Products in transit and charge Purchaser accordingly. Antcom shall not be responsible for any failure to perform due to unforeseen circumstances or causes beyond its ability to reasonably control. Title shall pass to Purchaser when Purchaser has paid Antcom all amounts due. Risk of loss, damage or destruction shall pass to Purchaser upon delivery to carrier. Goods are provided solely for incorporation into the Purchaser's end product and shall not be onward delivered except as incorporated in the Purchaser's end product.

**4. COPYRIGHT AND CONFIDENTIALITY:** Copyright in any specification, drawing, computer software, technical description and other document supplied by Antcom under or in connection with the Order and all intellectual property rights in the design of any part of the Equipment or provision of services, whether such design be registered or not, shall vest in Antcom absolutely. The Buyer shall keep confidential any information expressed or confirmed by Antcom in writing to be confidential and shall not disclose it without Antcom's prior consent in writing to any third party or use it other than for the operation and maintenance of any Equipment provided.

**5. GENERAL PROVISIONS:** All Purchase Orders are subject to approval and acceptance by Antcom. Any Purchase Order or other form from the Purchaser, which purports to expand, alter or amend these terms and conditions, is expressly rejected and is and shall not become a part of any agreement between Antcom and the Purchaser. This agreement shall be interpreted under the laws of the State of California.

**6. LIMITED WARRANTY AND LIABILITY:** Warranty Period: Products - 1 year; Accessories - 90 days (in each case from the date of invoice). Antcom warrants that during the Warranty Period that (a) the Product will be free from defects in material and workmanship and conform to Antcom specifications; (b) the software will be free from error which materially affect performance; and (c) if applicable as defined in the User's Manual, be eligible for access to post contract support and software updates when available. **THESE WARRANTIES ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANTCOM SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE DUE TO ANY CAUSE.**

Purchaser's exclusive remedy for a claim under this warranty shall be limited to the repair or replacement at Antcom's option and at Antcom's facility, of defective or nonconforming materials, parts or components or in the case of software, provision of a software revision for implementation by the Buyer. All material returned under warranty shall be returned to Antcom prepaid by the Buyer and returned to the Buyer, prepaid by Antcom. The foregoing warranties do not extend to (i) nonconformities, defects or errors in the Products due to accident, abuse, misuse or negligent use of the Products or use in other than a normal and customary manner, environmental conditions not conforming to Antcom's specifications, or failure to follow prescribed installation, operating and maintenance procedures, (ii) defects, errors or nonconformities in the Products due to modifications, alterations, additions or changes not made in accordance with Antcom's specifications or authorized by Antcom, (iii) normal wear and tear, (iv) damage caused by force of nature or act of any third person, (v) shipping damage, (vi) service or repair of Product by the Purchaser without prior written consent from Antcom, (vii) Products designated by Antcom as beta site test samples, experimental, developmental, preproduction, sample, incomplete or out of specification Products, (viii) returned Products if the original identification marks have been removed or altered or (ix) Services or research activities.

**7. EXCLUSION OF LIABILITY:** If a Party would, but for this paragraph (7), have concurrent claims in contract and tort (including negligence) such claims in tort (including negligence) shall to the extent permitted by law be wholly barred, unenforceable and excluded.

Antcom shall not be liable to the Buyer by way of indemnity or by reason of any breach of the Order or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of use, loss of production, loss of contracts or for any financing costs or for any indirect or consequential damage whatsoever that may be suffered by the Buyer.

In the event and to the extent that Antcom shall have any liability to Buyer pursuant to the terms of the Order, Antcom shall be liable to Buyer only for those damages which have been foreseen or might have reasonably been foreseen on the date of effectivity of the Order and which are solely an immediate and direct result of any act or omission of Antcom in performing the work or any portion thereof under the Order and which are not in the aggregate in excess of ten (10%) percent of the total Order price.