



Q Microwave
Kick-Ass Filters & Subsystems
An **Amphenol** company

Standard Terms and Conditions of Sale

Q Microwave, Inc.

Sales terms governing offers and sales made by Q Microwave, Inc.

1. Acceptance

The following terms and conditions of sale (the "Terms") apply to all offers (as defined below) and sales made by Q Microwave, Inc. ("Seller"), except as otherwise agreed in writing and signed by a duly authorized representative of Seller. A written communication issued by Seller to the buyer ("Buyer") that incorporates the Terms (whether labelled "quote", "proposal", "acknowledgment", or otherwise, any of which is collectively or individually referred to as an "Offer") is an offer to sell the goods and/or services exclusively on the offered Terms. The acceptance of Buyer order is expressly limited to and made conditional upon the terms and conditions herein stated. THE TERMS STATED HEREIN SHALL CONSTITUTE THE FINAL, COMPLETE AND EXCLUSIVE AGREEMENT OF THE PARTIES PERTAINING TO THIS SALE. The Terms are the only terms upon which Seller transacts with Buyer and shall prevail over any of Buyer's terms. Any terms proposed by Buyer that are additional or different from the Terms in any way are expressly rejected by Seller and do not constitute a counteroffer. Seller's failure to object to any term in any communication or document from Buyer, received before, after, or on the date of the Agreement, including provisions appearing in, incorporated by reference in, or attached to Buyer's purchase order, does not constitute an acceptance thereof or a waiver of any of the Terms. All transactions, including electronic commerce, between Buyer and Seller will be governed solely by the Terms, notwithstanding any conflicting or additional terms on Buyer's website, portal, or application, or any purported acceptance of such conflicting or additional terms by Seller. Any act by Seller (including commencement of production or shipment) is conditioned upon the Terms and does not constitute acceptance of any terms different or additional to the Terms. Any act by Buyer including, but not limited to, Buyer's issuing a statement of work, issuing a nomination letter, providing specifications, issuing or placing an order to purchase any goods or services, accepting delivery of any goods or services, paying for any goods or services, or indicating in some other manner Buyer's acceptance of Seller's Offer, constitutes Buyer's acceptance of these Terms. No course of prior dealings between the parties and no course of performance or usage of trade shall be relevant to explain any terms stated herein. No statement, promise, understanding, usage of trade, course of performance of dealing or acceptance of or acquiescence in any course of performance or dealing shall be effective to rescind, waive, modify or add to this agreement as set forth herein, or any term hereof, or any right or claim arising out of a breach of default by Buyer; unless such rescission, waiver, modification or addition is expressly approved by Seller in writing. These Terms will govern all purchases of goods or services by Buyer from Seller. The Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written quotations, proposals and communications between the Buyer and Seller related to the goods and services.

2. Prices

All prices and specifications are subject to change without prior notice. The customer is responsible for all charges and expenses incurred in connection with the delivery, including without limitation, freight, sales taxes, excise taxes, use taxes, value added taxes, duties, tariffs, and insurance on goods. When applicable, these charges will be passed to the customer. All quotations made by Seller are valid for (30) days unless otherwise indicated in writing by Seller. Errors or omissions appearing on the face of any quote are subject to correction by Seller. All currency is in U.S. Dollars unless otherwise specified.

3. Delivery

Should specific instructions not be provided at the time of contract acceptance, shipment will be made via most economical means. Quoted delivery, and all references to delivery contained herein, is FOB factory - El Cajon, California. Title and risk of loss shall transfer to Buyer at time of shipment. Shipments will be made without insurance unless specified otherwise at time of contract award.

The ship date stated on an order acknowledgment or otherwise agreed by the parties is Seller's best approximation of the anticipated ship date and shall not be deemed to represent a fixed or guaranteed ship date. Seller shall not be liable for any

losses, costs, damages, charges or expenses, consequential or otherwise, caused directly or indirectly from Seller's failure to meet the schedule.

All goods will be deemed accepted unless Buyer notifies Seller of rejection within three (3) days of delivery.

4. Payment

With acceptable credit and unless otherwise stated in Q Microwave, Inc.'s quotation, payment shall be made by the customer in US dollars within ten (10) days from the date of product or service delivery. Prior to verification of acceptable credit, delivery will be made C.O.D. or by prepayment. Orders outside of the USA and Canada are accepted with full payment in advance of shipment or against an irrevocable letter of credit confirmed by a U.S. Bank designated by Q Microwave, Inc. Delinquent payments shall bear interest at the rate of fifteen (15%) per annum from the initial date of delinquency until paid. Should the stated interest rate exceed the maximum allowed by law, the rate shall revert to the maximum permitted by applicable laws. The customer agrees to pay all reasonable costs and expenses. Q Microwave reserves the right to void any or all warranties provided under a contract in which payments are not made per the terms of the applicable contract.

5. Force Majeure

Seller shall not be liable for any failure to carry out its obligations under this agreement where such failure is due to any condition or event beyond its or its Seller's reasonable control, including but not limited to fire, windstorm, flood, earthquake, or other Acts of God; strikes, lockouts or other work stoppages; wars, riots, or civil commotion; government priorities, allocations, regulations or restrictions; interference or restraint of public authority, (whether legal or not); explosion or accident; epidemic or quarantine restrictions; failure of its suppliers or subcontractors; shortage of raw materials or labor; stop ship order issued by any qualifying authority under the U.S. Department of Defense's QPL program, provided that Buyer is diligently pursuing completion of any corrective action that such qualifying authority requires in order to lift such stop ship order; or any other cause (whether or not of the same kind as those herein specified). If there is such a delay, Seller will have a reasonable extension of time in which to complete performance.

6. Products:

Q Microwave, Inc. reserves the right to modify the products described in its catalog, Internet web page, or other advertisements. Customer notice need not be provided should the modification not materially affect performance. Products designated as prototypes are only provided for evaluation of electrical performance. Prototype units may be constructed with alternative material and manufacturing techniques from those specified in applicable specifications.

7. Service Charges and Tooling:

Unless mutually agreed to between the Parties in writing, non-recurring engineering charges or other service charges paid by Buyer shall not be deemed to grant Buyer any right, title or interest in any tools, dies, jigs, fixtures and items of like nature, or in any design, engineering, trade secret, patent, Intellectual Property (defined below), or other proprietary rights, and such items shall at all times be and remain the sole property of Seller.

8. Non-Cancellable/Non-Returnable:

Unless otherwise expressly agreed to in writing by Seller, all items purchased shall be considered Non-cancellable and Non-returnable (NCNR). Orders accepted by Seller are not subject to cancellation except with Seller written consent and upon terms which will indemnify Seller for all loss or damage. In the event of any termination, cancelation, quantity reduction or other Buyer implemented changes that affect material usage, Buyer assumes full financial liability for compensation for all raw materials and/or product already purchased or assembled, finished goods, work in process (WIP), and/or engineering labor costs incurred by Seller to comply with Buyer's purchase order.

9. Changes:

Buyer may request in writing changes to the specifications, fit, form, function, appearance, or performance of the goods and services. If any such changes cause an increase in the cost of or the time required for performance of any such purchase order affected by such change, Seller shall within a reasonable time advise Buyer of the expected impact on cost, timing or

other term of performance and Buyer shall modify such order accordingly. Seller may refuse the request if it is unfeasible or would substantially affect Seller's performance or cost.

If the parties are unable to reasonably agree on an equitable adjustment, Seller may either: (a) proceed with the change and equitably adjust the price, schedule or other relevant terms to account for the impact of the change; or (b) decline to proceed with the change and terminate the whole or part of an agreement, and be equitably compensated for costs incurred in expectation of an agreement, including compensation for engineering or tooling costs.

No order accepted by Seller may have the quantity and/or delivery date terminated, canceled, reduced, rescheduled, or otherwise modified by the Buyer except by mutual written agreement between Buyer and Seller.

10. Limitations on Releases and Forecasts:

Buyer acknowledges that Seller will rely on Buyer's releases and forecasts to provide the goods in an efficient and effective manner, including but not limited to procuring materials, arranging labor and scheduling and configuring Seller's plant. Releases and forecasts shall in all cases be reasonable and in accordance with Seller's lead time. If Buyer fails to do so: (a) Seller shall have no liability if it is unable to fulfill releases despite best efforts; and (b) Seller will be equitably compensated for incremental costs of fulfilling the releases, such as, without limitation, idled labor, in the case of a downward variance or overtime labor or expedited shipping of materials, in the case of an upward variance.

All orders and release schedules placed by Buyer and accepted by Seller are considered firm and may not be canceled, rescheduled, or changed in any way without prior written approval by Seller. Buyer assumes all risks and agrees to pay the full purchase price for each Purchase Order placed by Buyer.

11. Intellectual Property:

"Intellectual Property" means any inventions, technological innovations, discoveries, designs, formulas, know-how, business methods, computer software, ideas, creations, writing, lectures, illustrations, photographs, scientific and mathematical models, improvements to such items, and all recorded material defining, describing, or illustrating such items, whether in hard copy or electronic form, and all registered or unregistered rights in such items, including but not limited to, patents, trademarks, service marks, trade secrets and copyrights. "Background Intellectual Property" means all Intellectual Property (a) existing prior to the effective date of this Agreement or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (b) acquired or developed after such date and outside the scope of this Agreement. "Foreground Intellectual Property" means all Intellectual Property except Background Intellectual Property.

Each Party retains ownership of its Background Intellectual Property. Each Party owns all Foreground Intellectual Property created by such Party without input from the other Party. Any Foreground Intellectual Property created with input from the other Party ("Joint Foreground Intellectual Property") is owned by Seller. Buyer hereby irrevocably transfers, conveys and assigns all of Buyer's right, title and interest in such Joint Foreground Intellectual Property to Seller. Buyer will cooperate (and cause its employees to cooperate) in executing any documents or taking any other actions necessary or convenient to perfect Seller's rights in such Joint Foreground Intellectual Property. Seller grants no rights or licenses to its Background or Foreground Intellectual Property, except that Seller grants Buyer the right to offer for sale and sell goods Buyer has purchased from Seller and the right for Buyer and its customers to use such goods. For the avoidance of doubt, the foregoing license does not include any rights to make or have made goods or services, procure goods or services from sources other than Seller, or otherwise use Seller's Background or Foreground Intellectual Property for any other purpose.

12. Patent, Trademark, and Copyright Indemnity:

Seller shall, with respect to any goods or services designed solely by Seller, indemnify Buyer from all damages and costs resulting from any claim that such goods or services constitute a direct infringement of any United States patent, provided that Buyer notifies Seller in writing of such claim within ten (10) calendar days of Buyer's receipt of such claim and Seller is given the right to control the defense of any such claim, provided, however, that Seller shall have no obligation under this section to the extent such claim results from any alteration or modification of such good or services by Buyer or others; from Seller's compliance with features, designs or specifications provided by Buyer; the combination, operation or use of the goods or services with other goods or services not furnished by Seller; or use of the goods or services in a manner not intended by Seller. Buyer agrees to fully defend, indemnify, and hold Seller harmless from any and all costs, expenses,



damages, judgments or losses of any kind, including reasonable attorney's fees, arising from any claim, suit or demand that any goods or services provided by Seller according to Buyer's features, design, specifications, or instructions infringe any third-party Intellectual Property, including patents. Buyer agrees to fully defend, indemnify, and hold Seller harmless from any and all costs, expenses, damages, judgments or losses of any kind, including reasonable attorney's fees, arising from any claim, suit or demand that any goods or services provided by Seller according to Buyer's features, design, specifications, or instructions infringe any third-party Intellectual Property, including patents.

13. Confidentiality:

All non-public, confidential, or proprietary information of Seller, including but not limited to trade secrets, Intellectual Property, business information, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, that is disclosed by or on behalf of Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with these Terms ("Confidential Information") is strictly confidential, is provided solely for the use of performing these Terms, and may not be disclosed to any person, corporate division or entity, or copied, unless authorized in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all Confidential Information and any copies thereof. Seller will be entitled to injunctive relief for any violation of this provision, without having to post bond or establish the insufficiency of a remedy at law. This provision does not apply to information that is: (a) in the public domain, through no fault of Buyer, at or subsequent to the time such Confidential Information was disclosed to Buyer by Seller; (b) rightfully known by Buyer free of any obligation of confidence at the time of disclosure to Buyer by Seller, as evidenced by Buyer's written records; or (c) rightfully obtained by Buyer from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to Seller, each as evidenced by Buyer's written records.

14. Warranty and Returns:

Q Microwave, Inc. warrants all products of its manufacture to be free from defects in workmanship and material for a period of one year from delivery. It is understood and agreed that Q Microwave, Inc.'s liability under this warranty is expressly limited to the repair or replacement of nonconforming goods. This warranty is voided in its entirety should the product be disassembled, modified, damaged, or exposed to conditions in any way exceeding applicable specifications. In no event will Q Microwave, Inc. be liable for any independent or consequential damages of any kind which result from the use or misuse of the goods by any person, nor will Q Microwave, Inc. be liable for any breach of warranty in any amount greater than the purchase price of the goods covered by the agreement. No other warranty or guarantee is either expressed or implied by statute, operation of law, or otherwise.

Prior to returning products to Q Microwave, Inc. for repair or evaluation, all shipments must be issued a [Return Material Authorization \(RMA\)](#). Buyer shall notify Seller and request a return authorization in writing within ten (10) calendar days after discovery of the failure of any good to conform to the warranty set forth above, shall describe in commercially reasonable detail the symptoms associated with such failure, and shall immediately provide to Seller the opportunity to inspect such good as installed, if possible. The notice must be received by Seller within one year after the date of delivery, but no later than ten (10) days after discovery. Unless otherwise directed in writing by Seller, within thirty (30) calendar days after submitting such notice, Buyer shall package the allegedly non-conforming good in its original shipping carton(s) or a functional equivalent and shall ship it to Seller along with a copy of the Return Material Authorization. After receipt of the allegedly non-conforming goods and verification by Seller that the goods fail to meet the warranty set forth above, Seller shall correct such failure by, at Seller's option, either (i) modifying or repairing the goods or (ii) replacing the goods within thirty (30) calendar days of verification of non-conformance. Such modification, repair or replacement and the return shipment of the goods with minimum insurance to Buyer shall be at Seller's expense. Buyer shall bear the risk of loss or damage in transit and may insure the goods. Buyer shall pay for transportation costs incurred for goods returned to Buyer if Seller determines the parts not to be non-conforming. If Seller is unable to modify, repair or replace goods to conform to the warranty set forth above, then Seller shall, at Seller's option, either refund to Buyer or credit to Buyer's account the purchase price of the goods less depreciation calculated on a straight-line basis.

Buyer shall be fully responsible for ensuring that its needs and requirements are met and fulfilled by the goods ordered in its purchase order. Under no circumstances shall Seller be responsible for, or held liable in respect of, any statement or representation relied upon by Buyer which is not included in Seller's Offer. Any samples, models, drawings, affirmations of



fact, descriptions, or advertising issued or published by Seller and any descriptions of the goods contained in Seller's marketing materials or websites are for informational purposes only and shall not create any warranty of any kind.

Unless otherwise expressly provided in the Agreement, Seller does not warrant: (i) the adequacy of the specifications or designs provided by Buyer; (ii) design; (iii) that Seller or the goods are certified or approved by any entity or organization or are in compliance with any industry standards, guidelines or procedures; or (iv) the goods will comply with the requirements of any safety or environment code or regulation of any federal, state, municipality or other jurisdiction. Buyer affirms that it has not relied upon Seller's skill nor judgment to select or furnish the goods for any particular purpose beyond the specific express warranties in the Agreement and that any design provided by Seller is based on information provided by Buyer. Seller provides no warranty as to prototype goods or as to goods used by Buyer in any program or application other than the specific program identified in Seller's Offer for the goods.

Seller shall not be liable for any breach of warranty arising out of the failure of a directed supplier to provide conforming directed supplies. Seller shall not be liable for any breach of warranty arising from a third party's assembly of the goods. Seller's warranties shall apply only if the goods: (i) have been installed, maintained and used in conformity with instructions furnished by Seller from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) have been subjected only to normal use for the purpose for which the goods were designed; (iii) have not been subjected to misuse, negligence or accident; (iv) have not been improperly stored; (v) have not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the goods; (vi) have been used in accordance with the specifications; (vii) have not been exposed to conditions not indicated in the specifications; and (viii) have been fully paid for. Seller's warranties are not assignable and are not for the benefit of any third party.

THE TERMS OF THE APPLICABLE WARRANTIES, AS SET FORTH ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTY TERMS THAT SHALL HAVE ANY FORCE AND EFFECT, AND SUCH TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED.

SELLER DISCLAIMS ANY LIABILITY WHETHER UNDER THIS WARRANTY OR OTHERWISE FOR ANY FAILURE OF ITS PRODUCT WHICH IS CAUSED BY, IN WHOLE OR IN PART, THE USE IN OR WITH ANY PRODUCT OR COMPONENT PARTS NOT MANUFACTURED BY SELLER.

SELLER'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY SELLER FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

15. Limited Seller Liability:

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THESE TERMS OR THE MANUFACTURE, SALE OR DELIVERY OR USE OF SELLER'S GOODS OR SERVICES WILL BE LIMITED TO THE DIRECT DAMAGES BUYER ACTUALLY INCURS NOT TO EXCEED THE LOWER OF THE COST OF (i) REPAIRING OR REPLACING SUCH GOODS, OR (ii) THE TOTAL PRICE PAID FOR SUCH GOODS IN THE PRECEDING SIX (6) MONTHS WHICH GAVE RISE TO SUCH CLAIM.

SELLER'S OBLIGATION TO REPAIR OR REPLACE PRODUCT (OR PERFORM SERVICES AGAIN) IN ACCORDANCE WITH WARRANTY SHALL BE BUYER'S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY OR FOR NEGLIGENCE. IF SELLER FAILS TO REPAIR OR REPLACE (OR PERFORM SERVICES AGAIN) AS AFORESAID, SELLER'S ENTIRE LIABILITY TO BUYER HEREUNDER, WHETHER SUCH LIABILITY IS BASED UPON BREACH OF CONTRACT, TORT, VIOLATIONS OF LAW, OR ANY OTHER BASIS, SHALL NOT EXCEED THE REPAIR OR REPLACEMENT VALUE, WHICHEVER IS LOWER, OF THE NON-CONFORMING ITEM OR SERVICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, LINE DOWN COSTS OR CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE. THESE LIMITATIONS APPLY EVEN IF BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.



By accepting delivery of the goods ordered, Buyer agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities. Buyer assumes the risk and agrees to indemnify Seller against and hold Seller harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the goods and of any system design or drawing and (ii) determining the compliance of Buyer's use of the goods with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products which include or incorporate goods or components manufactured or supplied by Seller. Buyer is solely responsible for any and all representations and warranties regarding the products made or authorized by Buyer. Buyer will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same.

Seller shall not have any liability of any kind under this contract unless Buyer gives Seller notice of its claim within 30 days after the date Buyer knows or should know of its claim and such notice is within the Warranty Period. IN NO EVENT SHALL THIS LIMITATION EXCEED ONE YEAR FROM THE DATE OF DELIVERY.

16. Taxes, Tariffs, Customs, and Duties:

Unless otherwise specifically designated on the face of the purchase order, the prices do not include sums necessary to cover any taxes, tariffs, customs or duties including but not limited to Federal, State, Municipal excise, sales or use taxes or import duties upon the production, sale, distribution, or delivery of equipment or furnishing of services hereunder. Any taxes, tariffs, customs or duties that are due and owing hereunder shall be paid by the Buyer. Accordingly, Seller reserves the right to revise its quotation after the execution of the purchase order or contract between the parties to include any and all taxes or duties, including, without limitation the imposition of any applicable tariffs by a government authority, that may become due hereunder and Seller may invoice Buyer for the additional amount. If any NEW duties or tariffs become applicable to any number of the Products after purchase order acceptance, including tariffs imposed on a Product's materials or components which may not be imposed on the end Product, the Parties agree Seller shall have the right to re-price such Products accordingly. Supplier will provide reasonable substantiation of any applicable tariffs. This clause shall survive the acceptance and complete performance of any purchase order.

17. Applicable Law; Jurisdiction:

This Agreement and the sale of goods and services hereunder and any disputes relating thereto shall be governed by and construed in accordance with the laws of the State of California without regard to provisions regarding conflicts of laws. Seller and Buyer agree to accept and be bound by the exclusive jurisdiction of the Federal and State courts of the State of California. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder.

18. Export Sales:

Buyer represents that it is not an entity sanctioned by US and/or other applicable export laws and regulations nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by US and/or other applicable export laws and regulations. Buyer acknowledges that goods, software, or technical information provided under this Agreement may be subject to U.S. and/or other export laws and regulations. Buyer agrees that it will not divert, use, export or re-export such goods, software, or technical information contrary to United States and/or other applicable export laws and regulations to include for prohibited end-use and/or proliferation activities. Buyer expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. Buyer also expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to entities and persons that are ineligible under United States law to receive such goods, software, or technical information, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List without obtaining prior authorization from the United States Government. Buyer agrees to sign written assurances (End User Statement) and other export-related documents upon Seller's request to assist Seller in verifying compliance with export laws and regulations.

19. Partial Shipments:

Seller may make partial shipments, and such shipments shall not be subject to rejection by Buyer for the reason of defect in quantity. All remittances to Seller shall be made in accordance with invoices rendered in connection with any shipments, to include invoices rendered in connection with partial shipments.

20. Severability:

If any part, term, or provision of these terms are held to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if these terms did not contain the part, term, or provisions held to be illegal or invalid.

21. Independent Contractor Relationship:

Seller is an independent contractor in all its operations and activities hereunder. Nothing in this Order creates any agency, joint venture, partnership or other form of joint enterprise, employment, or fiduciary relationship between Buyer and Seller. Neither Buyer nor Seller has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

22. Set-Off:

All monies owed under any purchase order or contract shall be due under the terms of this agreement and the Buyer is prohibited from setting off said sum due the Seller under this purchase order from sums, whether liquidated or not, that are or may be due the Buyer which arise out of a different transaction with the Seller, its divisions, subsidiaries, or affiliates.

23. General Terms:

Seller may terminate this Agreement in whole or in part, with or without cause, upon 60 days advance written notice to the Buyer.

Seller may terminate the whole or any part of an order without any liability in the event of (i) the suspension of Buyer's business, insolvency of Buyer, the institution by Buyer or others of bankruptcy, reorganization, arrangement of liquidation proceedings involving or affecting the Buyer, any assignment for the benefit of creditors of Buyer or receivership that Buyer places itself in or may be placed in, or (ii) if Buyer requests changes to a purchase order and such change impacts Seller's cost, timing or other term of performance and Buyer fails to modify such purchase order price, delivery schedule, or other term accordingly. Such cancellation shall be deemed a cancellation for default of Buyer and shall be immediate upon notice to the Buyer.

In the event of Buyer's default of any of its obligations hereunder, Buyer shall be liable for all of Seller's damages, including its loss of actual or anticipated profits, reasonable attorney's fees, costs of collection, in addition to any other remedies available to Seller under law.

Headings are for convenience only and shall not be used in construing and interpreting this Agreement.

The term "including" shall be construed to mean "including, without limitation" and shall serve as a term of enlargement rather than a term of restriction.

These Terms shall be severable such that the invalidity or unenforceability of any portion or provision of these Terms shall in no way affect the validity or enforceability of any other portion or provision. The balance of these Terms shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.