

## RADIODETECTION TERMS AND CONDITIONS OF SALE (Revision Date: 3/09)

1. **ACCEPTANCE AND GOVERNING PROVISIONS.** No orders shall be binding upon Seller until accepted in writing by an authorized representative of Seller at its headquarters office or factory. SELLER'S ACCEPTANCE OF BUYER'S ORDER IS CONDITIONED UPON BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THE "TERMS") AND BUYER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THE TERMS. THESE TERMS, THE TERMS ON THE FACE OF THIS DOCUMENT, AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON SELLER UNLESS SIGNED BY AN OFFICER OF SELLER. THE FAILURE OF SELLER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF BUYER SHALL NOT BE CONSTRUED AS A WAIVER BY SELLER OF THE TERMS OR AN ACCEPTANCE OF ANY SUCH PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY BUYER IN A PURCHASE ORDER OR OTHER DOCUMENT ARE NOT BINDING UPON SELLER, AND SELLER HEREBY EXPRESSLY OBJECTS THERETO.
2. **LIMITED WARRANTY.** (a) For a period of one year from the date of delivery of goods or performance of services under Seller's proposal, "or as otherwise indicated by product", Seller warrants, to the original purchaser, the goods manufactured by Seller to be free from defects in material and workmanship and the services performed by Seller to be in accordance with the specifications of Seller's proposal. (b) If within such period it shall be proven to Seller's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at Seller's option, be repaired or replaced (F.O.B. Seller's factory, with all removal and installation to be at Buyer's expense) and such services corrected or a substitute obtained. (c) THE FOREGOING WARRANTIES STATE SELLER'S ENTIRE WARRANTY (EXCEPT TITLE) AND BUYER'S SOLE AND EXCLUSIVE REMEDY RELATED TO SUCH GOODS AND SERVICES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, SELLER MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND SELLER EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (d) THIS WARRANTY SHALL NOT APPLY TO ANY LOSS OR DAMAGE RESULTING FROM: (i) NORMAL WEAR AND TEAR; (ii) ALTERATION, MISUSE, ABUSE, OR IMPROPER INSTALLATION, OPERATION OR MAINTENANCE BY BUYER OR A THIRD PARTY; (iii) ACCIDENT, FIRE, FLOOD, OR ACTS OF GOD; OR (iv) INACCURATE OR INCOMPLETE INFORMATION OR DATA SUPPLIED OR APPROVED BY BUYER. Buyer shall defend and indemnify Seller for any loss or damage of Seller arising out of (i) through (iv) above and any breach by Buyer of its covenants and obligations under the Terms.
3. **PATENTS AND TRADEMARKS.** (a) If notified promptly by Buyer in writing and provided with authority, information, and assistance, Seller shall defend or may at any time settle, at Seller's option, any suit or proceeding alleging that any goods designed and sold by Buyer pursuant to Seller's proposal infringe any United States patent or trademark. Seller shall pay any damages awarded in such suit or proceeding up to the amount of the depreciated purchase price of the goods. In the event any goods are held to constitute such infringement and the use of the goods is enjoined, Seller shall, at its option and expense: (i) procure for Buyer the right to continue using the goods; (ii) replace the goods with non-infringing goods; (iii) modify the goods so that they become non-infringing; or (iv) remove the goods and return the depreciated purchase price. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND SOLE AND EXCLUSIVE REMEDY OF BUYER FOR PATENT OR TRADEMARK INFRINGEMENT RELATED TO THE GOODS. (b) NOTWITHSTANDING THE FOREGOING, SECTION (a) ABOVE SHALL NOT APPLY TO ANY SUIT OR PROCEEDING ALLEGING INFRINGEMENT RESULTING FROM OR RELATED TO SELLER'S COMPLIANCE WITH THE SPECIFICATIONS OR DESIGN OF BUYER OR THE USE OF GOODS OF SELLER IN COMBINATION WITH OTHER GOODS OR MATERIALS. Buyer shall defend and pay any damages awarded in such suit or proceeding.
4. **DELIVERY AND DELAY.** (a) Unless otherwise agreed to in writing signed by Seller: (i) goods shall be delivered F.O.B. point of shipment, with delivery to the initial carrier constituting delivery to Buyer; (ii) title to the goods and risk of damage or loss shall pass to Buyer upon delivery to the initial carrier; (iii) transportation costs shall be paid by Buyer; and (iv) Buyer shall have sole responsibility for filing any claims with any carrier for delay, loss or damage. (b) Dates of delivery or other performance are estimates and are based on timely receipt from Buyer of accurate and complete approved drawings and technical data. Seller shall not be liable for any delay beyond its reasonable control or caused by accident, bad weather, embargo, act of Buyer or third parties, labor disputes, national emergency, riots, non-delivery of suppliers, delays of carriers or delivery agents, inability to obtain labor, materials or manufacturing facilities, acts of God, or government restrictions, prohibitions or requirements. In the event of any such delay, Seller's time period for delivery or performance shall be extended accordingly. REGARDLESS OF THE CAUSE, SELLER SHALL HAVE NO LIABILITY FOR PENALTIES OF ANY NATURE AS A RESULT OF A DELAY. During any period of shortage due to the stated or similar causes, Seller may prorate its supply of material among its internal demand and its customers in whatever manner it chooses.
5. **LIMITATION OF LIABILITY.** (a) EXCEPT TO THE EXTENT SPECIFICALLY PROVIDED UNDER SECTION 3 ABOVE, SELLER SHALL NOT BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OF OTHERWISE, ARISING OUT OF OR RELATED TO AN ORDER OR SELLER'S ACTS OR OMISSIONS, FOR: (i) INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, OR LOSS OF USE; OR (ii) ANY DAMAGE OR LOSS IN EXCESS OF THE PURCHASE PRICE ACTUALLY PAID BY BUYER. (b) Any action by Buyer must be commenced within one year after the cause of action has accrued.
6. **CHANGES, SUBSTITUTIONS, AND CANCELLATION.** (a) Any changes requested by Buyer are not effective unless accepted in writing by an officer of Seller at Seller's corporate offices or factory. Any changes accepted by Seller which affect the specifications or scope of work of an order shall entitle Seller, as appropriate, to an adjustment to the price, delivery schedule, or other terms affected by such change. (b) Seller may furnish suitable substitutes for materials unobtainable due to regulations of governmental authorities or unavailability of materials from suppliers. Details of design and construction in any Proposal are approximate and subject to revision by Seller. If changes in performance of services or in materials, design, layout or arrangement of goods are desired or required by conditions of which Seller was unaware or which were unforeseen by Seller, the price is subject to revision. (c) Buyer may cancel an order only with the written consent of Seller and upon payment of cancellation charges. In the event Seller accepts such cancellation or all or any part of the goods or services, Buyer shall be liable for the higher of: (i) 25% of the purchase price; or (ii) any loss incurred by Seller, including, without limitation, costs of engineering, reconditioning, labor, materials, and Seller's profit margin.
7. **APPROVALS, INSPECTION AND ACCEPTANCE.** (a) Buyer's approval, or failure to disapprove, of drawings submitted hereunder constitutes Buyer's acceptance of equipment design, specifications and other data contained therein. (b) Inspection of goods at our plant by Buyer, or Buyer's representatives, will be permitted insofar as such inspection does not interfere with Seller's production and provided that complete written details of such inspection are submitted to Seller ten (10) days in advance. (c) The goods and services shall be deemed accepted, and any claim of Buyer against Seller with respect to an order shall be waived and not enforceable, unless: (i) Buyer has promptly inspected the goods and services, and written notice from Buyer of any defect has been received by Seller within forty-eight (48) hours of rejection of any equipment inspected by Seller's factory or, if no factory inspection has taken place, within thirty (30) days following any delivery of goods or performance of services; and (ii) Seller has been given by Buyer reasonable advance notice and authorization to attend any tests designed to demonstrate that goods or services are defective, and the test conditions are mutually agreed to by Buyer and Seller. (d) Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Seller.
8. **PRICES, PAYMENT AND CREDIT.** (a) Unless other terms have been expressly stated by Seller in writing, Seller's prices: (i) are FOB point of shipment; (ii) do not include customs duties or any domestic or foreign sales, use, excise, or similar taxes under existing or future laws (with Buyer to be charged for same, unless Buyer has provided Seller with an appropriate tax exemption certificate); (iii) are valid for thirty (30) days from the proposal date; and (iv) do not include costs for installation of goods. All quoted prices are subject to correction for clerical errors. (b) Unless otherwise noted on the face hereof, the payment terms shall be net thirty (30) days from the date of shipment. Pro-rata payments shall become due with partial shipments of goods or partial delivery of services. Seller shall charge 1 1/2% per month (or such lower percentage as required by applicable law) of the unpaid invoice balance, commencing thirty (30) days following the invoice date. Any delay in delivery or performance of an installment shall not relieve Buyer of its obligation to accept and make payment for remaining installments. If Buyer is notified by Seller that the goods are ready for shipment and there is an unreasonable delay in shipment for reasons beyond Seller's control (including Buyer's failure to provide shipping instructions), the date of completion shall be treated as the date of shipment for payment purposes, and completed goods shall be held at Buyer's risk of loss or damage, with Buyer paying all storage and insurance expenses. (c) Seller may, at its option, decline to deliver goods or provide services, except for cash, or stop goods in transit whenever, for any reason, Seller doubts Buyer's financial responsibility.
9. **GOODS FOR EXPORT.** If the ultimate destination of the goods is outside of the United States, Buyer shall designate such country on its purchase order. In the event that Buyer purchases goods for export without so notifying Seller, Buyer shall have sole liability and shall defend and indemnify Seller for any loss or damage (including without limitation, claims of governmental authorities) arising from the export from the United States or import into another country of such goods, including, without limitation, those related to packaging, labeling, marking, warranty, contents, use, or documentation of the goods. Seller shall have sole responsibility for obtaining any required export licenses. Buyer shall neither take, nor solicit Seller to take, any action which would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities and shall defend and indemnify Seller for any loss or damage arising out of or related to such action.
10. **PROPRIETARY INFORMATION.** Seller retains title to all engineering and production prints, drawings, technical data, and other information and documents that relate to the goods and services sold to Buyer. Unless advised by Seller in writing to the contrary, all such information and documents disclosed or delivered by Seller to Buyer are to be deemed proprietary to Seller and shall be used by Buyer solely for the purpose of inspection, installation, and maintenance and not used by Buyer for any other purpose.
11. **MISCELLANEOUS.** All rights and remedies of Seller under these Terms are in addition to its rights at law and in equity. Any delegation or assignment by Buyer of any of its responsibilities or rights without Seller's prior written consent shall be void. The validity, performance, and interpretation of this document and any referenced attachment thereto shall be governed by the law of the state where Seller's factory is located. The invalidity or illegality of any provision of the Terms shall not render invalid or illegal any other provision therein. Seller's failure at any time to require performance by Buyer of any of the Terms shall not serve as a waiver or diminish Seller's right to demand strict compliance with such provision or with other of the Terms.