



TERMS & CONDITIONS

TERMS: All prices are F.O.B. Seller's plant, San Jose, CA. Domestic packing is included. Export packing or packing that has special requirements will be provided for an extra charge.

PRICES: Prices quoted do not include Federal, State, Local or Excise Taxes. Applicable taxes in effect at the time of shipment will be added unless the buyer has submitted a Certificate of Exemption to the seller. Prices are subject to change without notice. Written price quotations will remain valid for 60 days. The minimum invoice is \$50.00.

ACCEPTANCE: Orders will be valid only when accepted in writing at Seller's office, 660 Giguere Court, San Jose, California. The contract arising therefrom shall be deemed to have been entered into in the State of California, and its interpretation, construction, and the remedies for its enforcement shall be governed in accordance with California Law.

CREDIT: Orders are subject to approval by the seller's credit department. Orders that are not on open account will be shipped prepaid or C.O.D. A confirmed irrevocable letter of credit will be accepted on international orders.

DELIVERY: Delivery times quoted are based on date the order is accepted by the seller. The Seller is not liable for delays or inability to fulfill contractual obligations when the causes thereof are beyond the reasonable control of the seller.

SHIPPING: All shipments will be collect unless otherwise specified by the buyer and approved by the seller. The buyer's choice of shipper and routing will be used when it is practical. Shipments are routed according to the best judgment of the seller. The seller is not responsible for selecting the least expensive or the fastest routing. Quoted shipping costs are estimates only and not binding on the seller.

MARKETING: Telewave has the right to use customer's name and logo for any of its marketing purposes.

CANCELLATION: A cancellation fee of 20% will be charged for any order cancellation.

CLAIMS: Claims for shortages must be made to the seller within 30 calendar days after date of shipment from the seller's plant.

All goods become the property of the buyer upon delivery to the carrier. Claims for goods lost in transit or damage must be made immediately against carrier by the Buyer.

Any request for a change order from the Buyers shall be in writing and no change shall be made pursuant to this clause unless agreed to in writing and signed by Seller and Buyer. If a change causes an increase or decrease in the cost or the time required in the performance of any part of the work, an equitable adjustment shall be made in the contract price and schedule. Seller shall have no obligation to commence any extra or changed work without written agreement as to adjustments to contract price and delivery schedules effective thereby.

Written authorization from Telewave, Inc. must be obtained before returning material. A credit, not greater than 80% of the purchase price of the goods, excluding taxes and shipping, will be allowed. The equipment must be unused and received prepaid in new condition. Any refurbishing of the equipment that is required to return it to an acceptable condition will be charged against the requested credit at our current repair rate. Credit for the returned material will be issued to the original buyer. Cancellation of acknowledged orders by the Buyer will be accepted only upon terms which protect Seller against loss and which are accepted by Seller.

SPECIFICATIONS: All specifications of the seller's products are subject to change without notice. We reserve the right to discontinue the manufacture of any product. We reserve the right to modify any product without the consideration of compatibility of previously manufactured products.