

TERMS AND CONDITIONS OF SALES - DOMESTIC

1. **PRICES:** All prices are F.O.B., Ontario, California unless otherwise specified. Seller's quotations shall remain in force for thirty (30) days and are thereafter subject to change without notice. Seller's prices do not include federal, state or local sales or excise taxes where applicable; these will be added to amounts billed.
2. **TERMS:** Terms are net 30 days if credit has been established; otherwise, payment must be received in advance, in cash with order (Visa, MasterCard or American Express also accepted). Partial shipments will be invoiced as shipped. Payments are due as invoiced. Minimum order is \$300.00.
3. **REQUIRED DEPOSITS:** 1) Orders totaling \$100K or more to have a 25% deposit of order value paid at time of order placement. Balance net 30 days after shipment. 2) Special or modified product orders or orders with NRE or orders with setup charges to have a 25% deposit of order value paid at time of order placement. Balance net 30 days after shipment.
4. **ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.
5. **DELIVERY:** Delivery dates are given to the best of Seller's knowledge based on conditions existing at the time of quotation. The Seller shall not be liable for any delay in performance of the order or in delivery or shipment of material when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, riots, war, governmental interferences or embargoes, strikes or shortage of labor, delays in delivery of materials by sub-shippers, or other difficulties (whether or not similar in nature to any of those specified) beyond its control.
6. **SHIPMENT:** Shipments are normally made by the carrier customer specified at his own expense. In the absence of specified shipping instructions, the Seller will ship by the most advantageous method. Small shipments are best made via United Parcel Service (UPS); shipments that exceed UPS limits will be shipped Best Way Surface at our discretion. Shipments are packed to provide ample safety margin against transit damage; there is no charge for regular packing or shipping containers. All shipments will be insured at full value at customer's expense unless otherwise specified.
7. **RESPONSIBILITY:** Seller is not responsible for any loss, damage, or delay that may occur after goods have been accepted for shipment by the carrier. Buyer shall obtain a return authorization number from seller prior to any return. All claims pertaining to shortages or deviations from ordered items must be made in writing within thirty (30) days of invoice date to be considered valid.
8. **LIMITED WARRANTY:** Maury Microwave Corporation warrants each instrument of its manufacture to be free from defects in material and workmanship. Our obligation under this warranty is limited to servicing any instrument returned to our factory for that purpose and to making good at our factory any part or parts thereof (except tubes, fuses and batteries) which shall, within one year after making delivery to the original purchaser, be returned to us with transportation charges prepaid, and on our examination shall disclose to our satisfaction to have been defective. Maury Microwave Corporation reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased. This warranty is expressly in lieu of all other obligations or liabilities on the part of Maury Microwave Corporation. Maury Microwave Corporation neither assumes nor authorizes any other person to assume for them any other liability in connection with the sale of their instruments and equipment.
9. **RETURNS:** Buyer shall not return excess or unused merchandise for credit without Seller's authorization. Buyer shall obtain a return authorization number from Seller prior to any return. Seller reserves the right to decline all returns or to accept them subject to a handling charge of not less than 15%. Even after Seller has authorized the return of goods for credit, Seller reserves the right to adjust their offer in accordance with the condition of the goods on arrival at their plant. In no case will Seller offer credit for goods returned six months or more after shipment. Credit for returned merchandise is issued only to the original Buyer and not to subsequent owners of the goods.
10. **CANCELLATION:** All orders are non-cancellable. Any cancellation requests will be considered at the sole discretion of Maury Microwave. If approved, all cancellations will be subject to a cancellation fee and a restocking fee to be determined at the sole discretion of Maury Microwave.
11. **PATENTS:** In the event that suit is brought against the Buyer alleging infringement of patents, the Seller reserves the right to substitute for items which are alleged to infringe other equally suitable items without altering conditions of this sale. The Seller shall also have the right to take back infringing items, refunding only purchase price less reasonable allowance for use.
12. **SPECIFICATION CHANGES:** The Seller retains the right to discontinue and/or change specifications of any instrument or equipment without notice, and without incurring any obligation to incorporate new features on units previously sold.
13. **TAXES:** The Buyer agrees to pay any present or future sales, excise or similar tax levied by the United States Government, Buyer's state or local government, which Seller may be required to pay by reason of this sale and/or contract.
14. **COMPLIANCE:** Seller warrants that the items covered by these terms and conditions are produced in compliance with the Fair Labor Standards Act as amended.
15. **ACCEPTANCE:** All orders and sales contracts are valid only upon written acceptance by an officer of the Seller at our office in Ontario, California. All changes and/or modifications are subject to these same conditions. The rights and obligations of the parties hereunder shall be governed by the laws of the State of California.
16. **LIMITATION OF LIABILITIES:** In no event shall Maury be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from Maury for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. **CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD Maury HARMLESS FROM ANY CLAIMS** brought by any party regarding products supplied by Maury and incorporated into the customer's product.
17. **EXPORT CONTROL:** Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country. Maury products typically are exported under US Dept. Of Commerce export license regulations.

THESE TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.