

 <small>An Arisbrand Company</small> 358 Hall Ave. Wallingford, CT 06492	Document No: <b>AS7.2-02</b>	Page 1 of 3	Revision: -
	Responsible Depts: Finance / Legal, Sales, PM, Customer Service		
	Document Title: <b>Terms and Conditions of a Sale</b>		

## Times Microwave Systems, Inc.

### TERMS AND CONDITIONS OF A SALES ORDER

**1. Acceptance:**

The acceptance of your 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.

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 you; unless such rescission, waiver, modification or addition is expressly approved by Seller in writing.

**2. RFQ Proposals:**

Quoted prices are based on existing conditions and costs, and are subject to adjustment by us, upward or downward, consistent with changes in material costs and wage levels.

**3. Delivery:**

Terms of sale are FCA TMS facility, for example, Wallingford, Connecticut, West Palm Beach FL, Mesa, AZ...etc). Net 30 days on merchandise, with credit department.

**4. Liability**

No liability for risk of loss will be assumed by Seller after goods are delivered to carrier.

No liability will be assumed by Seller for delays due to condition beyond our control.

## 5. Cancellation of Orders

Orders accepted by TMS are not subject to cancellation except with our written consent and upon terms which will indemnify TMS for all loss or damage. Customer may be responsible for compensation for raw materials, product already purchased / assembled.

## 6. Tolerance and Completion of Bulk Cable Order

Unless otherwise stated, orders will be considered complete when footage shipped is within 5% of quantity ordered.

Cable orders are subject to a 5% over-run or under-run and will be billed accordingly.

## 7. Claims

All claims must be made in writing within 30 days from date of invoice.

Goods returned without our written permission will not be accepted for credit.

## 8. Warranties / Replacement of Merchandise

Our liability is expressly limited to replacement of our merchandise.

THERE ARE NO WARRANTIES OF MERCHANTABILITY, FITNESS OR OTHERWISE, AND NO CLAIMS OR AGREEMENTS, EXPRESSED OR IMPLIED, IN RESPECT TO MERCHANDISE COVERED HEREBY, UNLESS STATED IN WRITING AND ACCEPTED BY BOTH BUYER AND SELLER.

## 9. Customer Liability

Purchaser assumes all patent liability except for goods made under TMS patents, or patents under which TMS is licensed. Any charges which TMS is obligated to pay because of applicable taxes or royalties for use of patented structures or processes are included in quoted prices.

## 10. Taxes

Federal or state taxes now or hereafter imposed affecting the production, treatment, manufacture, sales, delivery, transportation or proceeds of the products specified herein, shall be for the account of the Buyer, and if paid or required to be paid by the Seller the amount thereof shall be added to and become part of the price payable by the Buyer hereunder.

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## 11. Statutory and Federal Laws

This contract shall be governed by and construed in accordance with the laws of the state of Connecticut / Florida / Arizona as applicable.

## 12. Partial shipments

Partial shipments shall not be subject to rejection for defect in quantity and remittances with respect thereto, must be made in accordance with invoices rendered in connection therewith.

## REVISION HISTORY

<b>Revision:</b>	<b>Date:</b>	<b>CDC Number:</b>	<b>By:</b>
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