



Microwave Components, Inc.

Terms and Conditions of Sale

The Terms and Conditions contained herein constitute the agreement between the buyer and Microwave Components, Inc. (MCI). The agreement is limited to the Terms and Conditions and any different or additional terms proposed by the buyer are expressly rejected unless assented to in writing.

1. Price

Unless specifically noted, price quotes are firm for a period of 30 days following the date of the quotation. These prices do not include any applicable governmental taxes or other charges. Customer is required to pay these taxes or other charges, together with penalties and expenses, if any, upon receipt of invoice from MCI. Unless otherwise quoted prices are FCA MCI premises Incoterms 2020. Customer shall reimburse MCI for all costs and expenses, including attorney's fees and court costs, incurred in collecting any amounts due. Future prices and availability of merchandise are subject to change without notice.

2. Minimum Order

Unless specifically noted a minimum order quantity of 25 pieces will be required for all part numbers.

3. Terms of Payment

Purchase orders are accepted upon credit approval. MCI standard terms are net thirty (30) days subject to credit approval.

4. Order Changes and Cancellations

If the buyer changes the purchase order, any specifications, or drawings, then such changes may be subject to an equitable adjustment in the performance schedule or the purchase price. All order changes and cancellation requests must be submitted in writing to MCI's Customer Service Department. Cancellations may be subject to a cancellation charge. Custom made parts are non-cancelable and non-returnable (NCNR).

5. Returns

MCI standard products can be returned within thirty (30) days of receipt of product by contacting Customer Service Department for a Return Material Authorization (RMA). Returned material must be in original packaging and conform to minimum package requirements. Returned merchandise may be subject to a restocking fee. Custom made parts are non-cancelable and non-returnable (NCNR).

6. Warranty

Products manufactured by Microwave Components, Inc. (MCI) are warranted to be free from defects in workmanship and material for a period of 1 year from the date of shipment. Products which are deemed defective in workmanship or material will be repaired or replaced, at the option of MCI, at no charge to the Buyer. Final determination as to whether a product is defective will be determined by MCI. Notwithstanding any provision of these terms and conditions, the warranty contained in this paragraph, as limited in it, is the only warranty extended by MCI in connection with any sale by it and is the only warranty extended to customer only and not to any successive buyers, users, third parties or employees and is in lieu of all other warranties of merchantability and fitness for particular purpose. The customer is solely responsible for analyzing and determining the

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appropriateness of any information or recommendation provided by MCI, and any reliance on such information or recommendation is at the customers sole risk and discretion. Accordingly, the customer shall release and hold MCI harmless from and against any and all loss, liability and damage incurred by the customer or any third party as a result of any information or recommendation provided to the customer or the customer's reliance on such information or recommendation.

7. Limited Liability

MCI is not liable for any incidental, special, or consequential damages of any kind whatsoever, including but not limited to, damages or loss arising from the supply of, or the buyers use of MCI products, or any services performed or arising from the issuance of purchase orders, or the non-delivery or late delivery of goods. MCI's liability is expressly limited to the warranty given in accordance with Paragraph 6 above and in no event shall exceed the value of goods ordered, or the services performed.

8. Force Majeure

MCI shall not be liable for any loss, damages, or delays in delivery resulting, in whole or part, from acts of God or of the public enemy, acts of any Government authorities, fires, floods, epidemics, strikes, shortages, retooling, delay of carrier, or any other circumstance beyond control of MCI in the conduct of business.

9. Transportation

The buyer shall be responsible for the actual cost and manner of transportation of the buyer's property to and from MCI. If special instructions are not provided by the buyer, MCI will supply the carrier to be used.

10. Government Source Inspection

Should the buyer require Government Source Inspection, it is necessary that the buyer supply the information specifically stated on the purchase order. A letter of prime contract number noted therein at least seven days prior to the program being initiated is required. Such notification is the requirement of the Department of Defense and must be furnished to MCI for transmittal to the appropriate inspector, who is qualified DCASD inspector. Government inspection cannot be provided unless the buyer complies with these requirements.

11. Shipment Dates

On sales acknowledgements and quotes, dates of shipments are estimated and are not guaranteed.

12. Severability

The invalidity of any segment of these Terms and Conditions shall in no way operate to invalidate any portion and except for the invalid segment, the entire balance of these Terms and Conditions shall remain in full force and effect.

13. Whole Agreement

All previous oral and written communications of the parties for the sale of goods are abrogated. The parties agree that there are no other agreements or warranties, except as contained in the Terms and Conditions and the accompanying quotation. These Terms and Conditions and the accompanying quotation are the final, complete, and exclusive expression of the parties' agreement.

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14. Export Compliance

MCI fully complies, and expects our customers to comply, with all U.S. export control regulations, including the International Traffic and Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

As a term of Sale, MCI requires its customers to use reasonable efforts to cooperate with and assist MCI in the correct identification and classification of items provided by the customer or manufactured to customer's requirements, designs and/or specifications, which may be subject to U. S. export control regulations. If the customer cannot or will not, make commonly reasonable efforts to assist MCI in the correct identification or classification of items relative to U.S. export control regulations, then the customer hereby indemnifies and holds harmless MCI from any resulting violation and/or penalties which may arise from the inaccurate classification of items and any resulting exports of such items which occurs.

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