

Terms and Conditions of Sale

- (a) **General:** All list prices, factory shipment schedules, and specifications shall be established by Telecast Fiber Systems, Inc.
- (b) **Payment Terms:** Payment terms as quoted, shall be by check, draft, money order, L/C, credit card or direct wire transfer in favor of Telecast Fiber Systems, Inc. Form of payment shall not constitute payment until Telecast Fiber Systems, Inc. receives cash in full as due. Wire transfer payments must include full payment of goods ordered, associated shipping/handling costs and any/all bank wire transfer/handling fees incurred by the customer's bank as well as Telecast's banking institution. All sales of purchased demonstration equipment by a customer are subject to the provisions of this agreement. Special discounts may apply if the customer pays funds in advance of shipment. Any collection charges related to the above, including reasonable attorneys' fees, shall be paid by the customer.
- (c) **Product Shipment:** Quoted shipping dates are estimates only. The terms of purchase of Telecast Fiber Systems products by the customer shall be F.O.B. place of shipment (Ex works) by Telecast Fiber Systems, Inc. It is understood that unless Telecast receives specific shipping instructions from the customer, Telecast will select the best reasonably priced method of shipment and carrier. Telecast may agree to drop-ship products for the customer as specifically agreed to in writing by Telecast. The customer will be responsible for risk of loss or damage to such products after delivery to the carrier. The customer agrees to bear the cost of all customs duties and taxes that may be levied by reason of the customer's direct importation/exportation.
- (d) **Order Acceptance:** Telecast Fiber Systems, Inc. reserves the right to reject any order, or to decline the shipment of any order, except for those accompanied by cash in advance, whenever Telecast, in its absolute discretion, determines that there is a reasonable basis to believe that the customer is not financially responsible, or that prompt payment by the customer in accordance with these terms and conditions of sale, may not be forthcoming, and further, Telecast shall not be liable in any way for the failure to deliver in whole or in part, under such circumstances. Changes or modifications to original orders may be subject to additional charges by Telecast Fiber Systems, Inc.
- (e) **Delays:** Telecast Fiber Systems, Inc. will make every reasonable effort to cause prompt shipment of products ordered by the customer, but in no event shall Telecast be responsible for delay in shipment for any reason including, without limitation, circumstances beyond its control, or for refusal to ship in a manner, or by a certain date, which would cause Telecast to incur unreasonable expense. IN NO EVENT SHALL TELECAST BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DELAY IN SHIPPING OR INABILITY TO SHIP.
- (f) **Telecast Property:** Patents, copyrights, trademarks, and intellectual property may not be infringed upon, copied, or put to use in any way, shape or form not specifically authorized in writing by Telecast Fiber Systems, Inc. This prohibition extends to Telecast hardware, software, and documentation.

- (g) **Quoted Prices:** Telecast Fiber Systems, Inc. reserves the right to correct any errors in pricing. Quoted prices are valid for a period of 30 days.
- (h) **Limited Warranty:** Overview: 1 year from invoice date against defects in materials and workmanship. Telecast's responsibility is limited to, at seller's option, refund, repair or replacement and only when returned to the Telecast facility under a Telecast issued 'Returned Material Authorization' (RMA) number at buyer's expense. (See 'Limited Warranty Statement' attached)
- (i) **Cancellations:** Orders placed with Telecast Fiber Systems, Inc. cannot be canceled or changed without the seller's written consent. Restock charges may apply to any and all portions of the order canceled or returned.
- (j) **Late Payment Penalty:** Telecast Fiber Systems, Inc. reserves the right to charge 1.5% interest per month on any invoice more than 45 days over due.
- (k) **Credit Approval:** Acceptance, shipment, delivery and performance of work hereunder is contingent upon Telecast Fiber Systems approval of buyer's credit standing.

Date of Issue: April 1, 2002