



## Company's Standard Terms & Conditions

### 1. Price:

All the price quotations are made based on customer provided information. Quoted prices are subject to change upon review of the customer provided Gerber data, files, and artworks. Unless otherwise stated prices do not include shipping, insurance, duties, taxes, and similar charges. All payments shall be made in United States funds.

### 2. Payment Terms:

Terms of payment are mentioned in quotation/distribution/sales representation agreement. Past due accounts shall: (a) bear interest at the rate of one and one-half (1½) per cent per month, an 18% annual rate, or if less the maximum rate permitted by applicable law, and (b) include reasonable collection costs (including legal fees and expenses) payable as incurred by Elite RF.

### 3. Shipping and Delivery:

All shipping dates are tentative. Delivery time begins after review and approval of the artworks. The company will not be responsible for delays or non-performance directly or indirectly caused by faulty customers data, governmental regulations or requirements act of God, unavailability of materials, work stoppages, slowdowns, boycotts and other causes (whether or not similar in nature to any of these hereinbefore specified) beyond Company's reasonable control.

Elite RF shall have no responsibility to obtain or maintain insurance with respect to Products sold to Buyer, and risk of loss and all responsibility of Elite RF with respect to Product shall cease when it has been delivered to the appropriate carrier for shipment to Buyer, properly addressed or with the proper bills of lading attached, whether or not freight is prepaid. Unless specific shipping instructions are received from Buyer before the shipment date, Elite RF reserves the right to use its judgment in selecting the means of shipment. Additional shipping costs incurred at the request of Buyer will be charged to Buyer.

### 4. Warranty:

(a) Elite RF warrants the products to be substantially free from defects in materials and workmanship. Elite RF will replace or repair any product which shall prove to be materially defective, providing the Buyer shall have operated the product within the specifications. Refer to the quotation for warranty terms.

(b) Product delivered by Elite RF shall not be considered defective if it is in accordance with specifications or drawings agreed upon in writing between Elite RF and Buyer, or in the absence of any such written agreement, with Elite RF's internal specifications ("Specifications"). No allowance will be granted for any repairs made by Buyer without written consent of Elite RF.

(c) Elite RF shall not, in any event, be liable for any consequential, incidental or special damages, punitive damages, or costs or expenses in the event of any breach of warranty or in the event of any default in any term herein or in the event of any loss, damage, injury or cost resulting from or arising out of or in respect of any Product.

(d) Buyer agrees that Elite RF will not have control over the design, testing or labeling of any product produced using Elite RF's Products, and that Buyer is not relying on any representation or statement made by, or on behalf of, Elite RF with respect to the suitability of any Product for any purpose, or on any advice, recommendation or information obtained from Elite RF product literature or websites, including any design aid or other service made available by Elite RF. Buyer has

tested and investigated the Products enough to form an independent judgment concerning their suitability of the use, conversion or processing intended by Buyer and will not make, and hereby waives, any claim against Elite RF based on Elite RF's advice, statements, information, services or recommendations.

#### **5. Claims, Return, Damage or Delay:**

No Product will be accepted for credit by Elite RF if it is substantially in accordance with the Specifications (unless mentioned in the signed agreement). All claims for shortages, non-conforming Product or poor quality must be made in writing within 30 days of receipt. No return shall be shipped to Elite RF except after securing written instructions from Elite RF. Elite RF shall have the sole right to determine whether returned articles or parts shall be repaired or replaced. Buyer shall assume roundtrip shipping charges. Damage incurred at Buyer's location such as in the process of inspection, handling, and repackaging shall be the sole responsibility of Buyer. Elite RF shall not be liable for any loss or damage suffered by Buyer resulting directly or indirectly from, or through, or arising out of any delay in filling an order or in shipment or delivery of any Product, or resulting directly or indirectly from or through delay arising out of any of the following: fire, flood, strike, accident, civil commotion, riot or war, shortage of labor, fuel, materials or supplies, regulations, priorities, orders or embargoes imposed by any civil or military government; or any other cause or causes (whether or not similar to the foregoing) beyond the reasonable control of Elite RF.

#### **6. Cancellation, Change or Delay By Buyer:**

All the orders are NC/NR, unless specified in the main agreement. Requests by Buyer to alter an order or to temporarily or permanently stop work or delivery must be made in writing, and any purported acceptance by Elite RF of any such request must be evidenced by the manual signature of an authorized officer of Elite RF in order to be enforceable against Elite RF. Elite RF reserves the right to accept or refuse any such request and to set additional charges and other conditions under which a request is granted. Any such additional charges will be due and payable as mutually agreed. All Product, parts or materials ordered or held by Elite RF at Buyer's request shall be at the risk and expense of Buyer. Elite RF, at its option, may invoice Buyer for all costs and expenses resulting from such a request. Such invoices shall be due and payable on the specified due date.

#### **7. Intellectual Property:**

Elite RF shall retain ownership of all the engineering designs prepared for the manufacture of product subject to any order except where other written arrangements are specifically made between Elite RF and Buyer. Elite RF shall not be responsible for problems resulting from errors in artwork, drawings, and/or Specifications supplied by Buyer.

#### **8. Patents, Trademarks and Copyrights:**

Elite RF shall indemnify Buyer for damages for infringement of patents, trademarks or copyrights relating to Product sold hereunder which are solely the products of Elite RF's design, and Buyer shall so indemnify Elite RF for products that are solely of Buyers' design. Neither party shall be liable to indemnify the other unless the party charged with infringement is determined by a court of competent jurisdiction to be liable for such infringement as aforesaid. No indemnity shall apply to liability resulting from the manner of use of the product by Buyer or others or from combining the Product with any other items. Each party shall give the other reasonable notice of any claim or infringement to which this indemnity applies and offer to allow the other to defend any suit resulting therefrom; otherwise, the party to whom notice of infringement is given shall not be liable, directly or indirectly, for any damages from such infringement.

## **9. Suspension of Performance:**

If Buyer makes an assignment for the benefit of creditors, or a petition shall be filed by or against Buyer under any bankruptcy or insolvency law, or if Buyer admits its inability to pay its debts as they come due or if a trustee, receiver or liquidator is appointed for any part of the assets of Buyer, or if Elite RF has reasonable grounds for insecurity as to due performance by Buyer, then Elite RF's obligation to perform hereunder shall immediately cease, unless Elite RF thereafter otherwise agrees in writing with Buyer, Buyer's trustee, receiver or representative. Charges to Buyer shall be governed by the provisions of Paragraph 6.

## **10. Reproduction Rights And Non-Disclosure:**

Drawings, specifications, reports, photographs, materials, information and other data of Elite RF relating to this order and all proprietary rights and interests therein and the subject matter thereof ("Proprietary Information") shall remain the property of Elite RF (which term, for purposes of this paragraph only, shall include any and all affiliates of Elite RF). Buyer agrees that it will not, without the prior written consent of Elite RF evidenced by the manual signature of an authorized officer of Elite RF: (i) use Proprietary Information for the production or procurement of Product covered by this order or any similar product from any other source, (ii) reproduce or otherwise appropriate Proprietary Information, or (iii) disclose Proprietary Information or make it available to any unauthorized third party, in each case without obtaining Elite RF's prior written consent evidenced by the manual signature of an authorized officer of Elite RF. Buyer shall cause its employees, agents and others having access to Proprietary Information to be aware of, and to abide by, the terms of this paragraph. The parties acknowledge that damages at law may be an inadequate remedy for the breach or threatened breach by this paragraph 10, and that in the event of such a breach or threatened breach Elite RF's rights hereunder may be enforced by injunction or other equitable remedy in addition to and not in lieu of its rights to damages at law.

## **11. Conflicting Terms:**

These terms and conditions, along with the specifications, constitute the entire agreement between the parties with regard to the subject matter hereof, and supersede all oral or written agreements and understandings with respect thereto. No terms in addition to or that conflict with these terms and conditions or the Specifications that are contained in any document produced by Buyer shall be binding upon Elite RF unless agreed to in a document bearing the manual signature of an authorized officer of Elite RF. If a purchase order, acceptance, confirmation or other communication from Buyer includes any term or condition contrary to, or in addition to, the terms and conditions stated herein or in the Specifications, Buyer's acceptance of the product and services which are the subject hereof shall constitute Buyer's complete and unconditional assent to the terms hereof unless Buyer clearly instructs Elite RF in writing, prior to acceptance of the Product, to cancel the order. Buyer's communication of contrary or additional terms and conditions following acceptance of the Product shall be construed as an offer to supplement and/or amend Elite RF terms and conditions. Such offer shall be deemed rejected unless accepted by Elite RF in a document bearing the manual signature of an authorized officer of Elite RF.

## **12. Electronic Transactions:**

Buyer and Elite RF agree to conduct the transactions governed by these terms and conditions by electronic means except: (i) as to matters where a manual signature of an authorized Elite RF officer is required hereby; and (ii) Elite RF liability hereunder (including without limitation its warranty liability under paragraph 4) may not be increased or expanded except by an amendment or waiver complying with the terms of paragraph 15 bearing the manual signature of an authorized officer of Elite RF.

## **13. Security Interest:**



Elite RF shall retain a security interest in all Product until payment in full of the purchase price thereof by Buyer. Buyer authorizes Elite RF to file a financing statement covering any and all such Product at any time that Elite RF determines in its discretion that past or future sales to Buyer should be made on a secured basis.

**14. Remedies:**

Upon default by Buyer, Elite RF shall have the rights and remedies of a seller under the Uniform Commercial Code or other applicable law. Ten days' notice shall constitute reasonable notice of Elite RF intention to sell Product at public or private sale.

**15. Miscellaneous:**

These terms and conditions shall be effective from the date of Buyer's purchase order. Any unenforceable provision hereof shall be reformed to the extent necessary to permit enforcement thereof. Any amendment or waiver of any provision hereof may be made only by a written instrument executed or agreed to by Buyer and an authorized officer Elite RF. No delay or omission on the part of either party in exercising any right hereunder shall operate as a waiver thereof, and no single or partial exercise of any right shall preclude any other or further exercise thereof or the exercise of any other right. No waiver of any breach shall operate as a waiver of any other breach or of the same breach on a future occasion. Notices are deemed given when received, regardless of the means of transmission. These terms and conditions shall be construed in accordance with the laws of Illinois. In the event that notwithstanding the foregoing choice of law a court shall determine that the United Nations Convention on Contracts for the International Sale of Goods ("UN CISG") applies to transactions subject to these terms and conditions, provisions hereof that conflict with the UN CISG shall control.