

ASTRON TERMS OF PURCHASE

ACCEPTANCE OF ORDERS. This purchase order (“Order”) is an offer by Astron Wireless Technologies, Inc. (“Purchasing Manager”) to purchase the “goods” and/or “services” (collectively, other provisions specifically incorporated by reference in writing on this Order). Acceptance of this Order is expressly limited to its exact terms and acknowledgement form and return thereof to Purchasing Manager, by Seller’s return to Purchasing Manager of any other definite and reasonable expression of acceptance, or by attempted part or full performance. Purchasing Manager objects, and refuses to assent, to the inclusion of any different, conflicting or additional terms proposed by Seller in acknowledging or accepting the order. Acceptance by Purchasing Manager of the Items will not constitute acceptance of any terms proposed by Seller.

PRICES. Seller represents, warrants and agrees that prices indicated on the Order (i) are not in excess of seller’s list, catalog or published prices, (ii) are not higher than prices charged to any other purchaser of the Seller for similar quantities of the same or similar Items and (iii) will in no event be increased. In the event of such increase, Purchasing Manager may refuse to accept performance or may accept performance and pay the price indicated on the Order, or may refuse in part and accept in part. Any general price decrease announced by Seller in classification of Items similar to those on the Order will ipso facto reduce the price of the latter by a comparable percentage. Unless otherwise provided for on the front hereof, payment is due sixty (60) days from date of invoice or date of delivery, whichever is later.

Unless Purchasing Manager otherwise agrees in writing, prices are FOB destination and include all Federal, state and local taxes and other duties now or hereafter enacted, applicable to the Items or to this transaction. If Purchasing Manager otherwise agrees to pay any such tax or duties, Seller will set forth all applicable taxes and duties as separate Items on invoices, unless Purchasing Manager furnishes Seller with exemption certificates acceptable to the appropriate authorities thereto.

PERFORMANCE. Performance dates indicated on the Order will be deemed to be of the essence of the contract. Failure to strictly adhere to such dates will be considered a breach of contract. Advance and/or excess shipments, may, at Purchasing Manager’s election, be rejected and returned to Seller at Seller’s expense. Items manufactured, assembled and/or delivered beyond Purchasing Manager’s express releases or schedules are entirely at Seller’s risk. If requested by Purchasing Manager, Seller will give priority to Purchasing Manager as compared with Seller’s other customers.

When Seller has reason to believe performance will not be made strictly in accordance with Purchasing Manager’s schedule for any reason whatsoever, Seller will immediately notify Purchasing Manager by telephone of the same, to be followed promptly by written notification to Purchasing Manager stating the causes for the anticipated delay. If Seller fails to so notify Purchasing Manager, all nonconforming performance will be at Seller’s risk.

If Purchasing Manager is prevented from performing its respective obligations hereunder as a result of governmental actions or regulations, fires, strikes, accidents and other causes beyond the reasonable control of Purchasing Manager, such obligations will be suspended for the period during which such conditions continue to exist and for a reasonable period thereafter. If Seller is prevented from performing hereunder for the reasons mentioned above, Purchasing Manager may cancel any Order and/or immediately seek alternative sources of supply without being in breach hereof and any such purchase will be included within any Purchasing Manager volume commitments.

Seller agrees to make functional parts available to Purchasing Manager for a period of eight (8) years after final production run.

WARRANTY. Seller warrants that all Items fully and strictly conform to the specifications, drawings, samples or other descriptions furnished or adopted by Purchasing Manager; that they are of good material and workmanship and free from defects, including latent defects; that they are new and unused; that they are of merchantable quality; that, if Seller is or reasonably should be aware of the use for which Purchasing Manager intends to use Items, they are fit for such particular purpose and that they will be free of all liens and encumbrances.

Seller warrants that it is conveying good title to all goods. If Seller is responsible for design, Seller warrants that such Items are free from defects in design and are fit and sufficient for the purposes intended by Purchasing Manager. Approval by Purchasing Manager of designs furnished by Seller will not relieve Seller of its obligation under this warranty. Inspection, testing or use of Items will not affect this warranty.

Seller's warranty will be effective for the period of time set forth on the face of the Order. If no such period of time is so set forth, this warranty will be effective for the period of one (1) year after date of acceptance of such Items. Seller will bear all expenses in connection with returning goods to Seller for breach of warranty, including, without limitation, expenses and penalties incurred by Purchasing Manager in recalling goods which have been delivered to Purchasing Manager's customers and expenses of redelivery, and will bear all risk of loss or damage to goods while in transit. This warranty will run to Purchasing Manager, its successors, assigns, customers, and the users of its products and will not be deemed to be exclusive

PROPRIETARY RIGHTS AND CONFIDENTIALITY. All information, know-how, programming, software, trademarks, trade secrets, plans, drawings, specifications, designs and patterns, furnished or created by Purchasing Manager or by Purchasing Manager's agents or contractors, and any and all property rights embodied therein, are and will remain the sole property of Purchasing Manager and neither Seller nor any other party will have or acquire any interest therein; and the same will not be used, disclosed or reproduced for any purpose whatsoever, except in performance of the Order. If the Order involves experimental, development or research work, Seller agrees to and does hereby grant to Purchasing Manager for practice throughout the world all right, title and interest in and to any and all inventions conceived or first actually reduced to practice during performance of the Order, and Seller agrees to immediately furnish to Purchasing Manager the full written disclosure in detail of each such invention. If Purchasing Manager so desires, Seller will, at Purchasing Manager's expense, fully cooperate with respect to the filing of any patent applications covering said inventions. Seller with the prior written consent of Purchasing Manager will not disclose information (including denial or confirmation) relative to the Order.

Any knowledge or information which seller will have disclosed or may hereafter disclose to Purchasing Manager in connection with this Order will not, unless otherwise specifically agreed to in writing by Purchasing Manager, be deemed to be confidential or proprietary information of Seller, and such knowledge and information will be acquired by Purchasing Manager free from any restrictions, as part of the consideration for this Order.

COMPLIANCE WITH LAW. Seller, at all times during performance of this Order, will strictly comply with all applicable Federal, state, municipal, local and foreign laws, rules and regulations, including, but not limited to, those affecting or limiting prices, working hours, production, purchase, sale and use of the Items and any and all environmental requirements.

GOVERNING LAW. The validity, construction and performance of the contract and the transactions to which it relates will be governed by the laws of the jurisdiction shown in Purchasing Manager's address in the heading of this Order and from which place this Order emanates. Seller will bring any actions, claims or legal proceeding in any way pertaining to this contract or such transactions in the courts of such state or in a Federal court of the United States physically situated in such state and in no other court or tribunal whatsoever.