

**ANTENNA PRODUCTS CORPORATION
STANDARD TERMS AND CONDITIONS**

These terms and conditions herein shall apply to all purchase orders resulting from this quotation for "Products" and "Services" for the buyer ("Buyer") from Antenna Products Corporation. ("APC"). These terms and conditions shall be the only terms and conditions applicable to the Products or Services provided to Buyer. **These terms and conditions shall be in lieu of all terms and conditions appearing on the face or reverse side of any resulting purchase order submitted by Buyer. No change or alteration of the terms and conditions will be binding upon APC unless executed in writing by an authorized APC employee.**

If the Buyer accepts delivery of APC's Products or Services, Buyer will be deemed to have accepted these in full. Buyer expressly agrees that these Terms and Conditions supersede any different terms and conditions contained in any resulting Buyer's purchase order or in any other agreement.

In the event of a conflict between the standard terms and conditions contained herein and any RFQ referenced Federal Acquisition Regulation (FAR) clause requirements, the FAR clause requirements will prevail.

1. INVOICES

APC will submit invoices showing the following information:

- purchase order number
- item number
- item description
- item size
- item quantity
- unit prices
- each applicable tax
- extended totals

2. PRICES AND TAXES.

Prices are specified in this quotation provided by APC. Estimated taxes shall be included in such quotes and may be separated out as a line item on the quotes.

3. PACKING AND SHIPMENT

Unless otherwise specified, APC will package and pack all goods in a manner that is (i) in accordance with good commercial practice, (ii) acceptable to common carriers for shipment at the lowest rate for the particular goods, (iii) in accordance with the I.C.C. regulations, and (iv) adequate to insure safe arrival of the goods at the named destination. APC will mark all containers as required by any resulting purchase order.

4. F.O.B. POINT

Unless otherwise specifically provided on the face of this quotation, the Products ordered under this purchase order will be delivered and accepted F.O.B Origin.

5. WARRANTY

(a) APC warrants that all goods delivered will (i) be free from defects in workmanship, material, and manufacture; (ii) comply with any drawings or specifications referenced in this quotation or samples furnished by APC; (iii) where the design is APC's responsibility, it will be free from defects in design. APC further warrants that all goods purchased hereunder will be fit for the purposes stated in writing by APC. All warranties run only to the benefit of Buyer or its affiliates.

(b) APC will repair or replace, at its option, any defective product provided the buyer notifies APC of the defect in writing within One (1) year of the date of installation, or two (2) years from the date of shipment (whichever is soonest) and APC determines that return is necessary and issues Buyer a written return authorization. Return freight costs are the responsibility of the buyer. If APC authorizes return of the product to its factory, APC will ship the repaired or replacement product to the location from which it was returned with the shipping charge prepaid. The balance of the original warranty will apply to the repaired or replacement product.

(c) This warranty does not apply to any APC product found by APC to have been:

- improperly operated or maintained;
- tampered with, modified or repaired without specific written authorizations and instructions from APC; or
- subjected to any physical or electrical stress beyond that expressly contemplated in APC's published specification of the product.

(d) If APC determines that any of the conditions in Section 5(c) above exists, purchaser shall promptly reimburse APC for any and all costs incurred, plus its applicable burdens and its customary profit, in investigating the cause of the defect reported by the Buyer or in repairing or replacing the product involved.

(e) The above warranty is in lieu of all other warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

(f) Buyer agrees that in no event shall APC be liable for any incidental, consequential, special, or liquidated damages arising out of or related to any resulting purchase order or Buyer's use or inability to use APC's product for any reason.

6. CHANGE ORDERS

(a) By a written order Buyer may at any time, before fifteen days before the delivery date specified in the purchase order, suspend performance under this purchase order, increase or decrease the ordered quantities, change the due date or make changes in any one or more of the following:

- (i) applicable drawings, designs or specifications;
- (ii) method of shipment or packing; and/or
- (iii) place of delivery.

(b) If the change causes an increase in the cost by APC for performance of any purchase order resulting from this quotation and APC so notifies Buyer, then an equitable adjustment will be made in the order price or delivery schedule or both, and the purchase order will be modified accordingly in writing. If the Buyer suspends or cancels the purchase order, Buyer shall pay for the materials and material overhead, labor and labor overhead and G&A charged against the purchase order through the date of the suspension or cancellation of the purchase order.

7. TERMINATION FOR CONVENIENCE

(a) Buyer may terminate any purchase order resulting from this quotation, in whole or in part at any time for Buyer's convenience by written notice to APC with 30 days notice.

(b) Upon such termination APC will, to the extent and at the times specified by Buyer, stop all work under any purchase order resulting from this quotation, and place no further orders for materials to complete the work.

(c) Within six months after such termination, APC will submit to Buyer its written claim for termination charges, in the form and with the certifications prescribed by Buyer.

(d) The parties may agree upon the amount to be paid APC for such termination. If they fail to agree, Buyer will pay APC the following amounts:

- (i) The contract price for all items completed or services rendered for which payment has not been made.
- (ii) The actual costs incurred by APC which are properly allocable under recognized commercial accounting practices to the terminated portion of this purchase order plus a fair and reasonable profit on such costs.
- (iii) The reasonable cost incurred by APC in making settlement in an protecting property in which Buyer has or may acquire an interest.

8. WAIVER

Buyer's and APC's failure to enforce at any time any of the provisions of these terms and conditions, will not in any way be construed to be a waiver of such provisions.

9. REMEDIES

The remedies stated in these terms and conditions are in addition to all other remedies at law or in equity.

10. PATENT, COPYRIGHT AND TRADEMARK INDEMNIFICATION

(a) APC agrees to Indemnify Buyer, its agents, customers, successors and assigns against any loss, damage and liability (including costs and expenses) for actual infringement of any patent, copyright, trademark or other third party right arising out of the use or sale of the goods by Buyer, its agents or customers; provided, however, that Buyer must notify APC of any suit, claim or demand involving such infringement and permit APC to defend against or settle the same. If any injunction is issued as the result of any such infringement, APC agrees, at Buyer's option to (i) refund to Buyer the amounts paid to APC for the goods covered by the injunction or (ii) promptly furnish Buyer with acceptable and noninfringing goods.

(b) APC warrants that there are no liabilities for royalties, mechanics liens or other encumbrances on any goods supplied and agrees to indemnify Buyer against any such liabilities.

11. NON-DISCLOSURE OF CONFIDENTIAL MATTER

APC will not quote for sale to others, without Buyer's written authorization, any goods quoted under Buyer's specifications or drawings. Samples and other data furnished by Buyer will be treated by APC as confidential information, will remain Buyer's property and will be returned to Buyer on request.

12. NOTICE OF DELAYS

Whenever any event delays or threatens to delay the timely performance of any purchase order resulting from this quotation, APC will immediately notify Buyer of such event and furnish all relevant details.

13. INTEGRATION; APPLICABLE LAW

This quotation sets forth the complete understanding of the parties relating to Buyer's purchase of Products and/or Services. Any resulting purchase order will be governed by the laws of the State of Texas.