



RELCOM Inc.

2221 Yew Street
Forest Grove, OR 97116 USA

Tel: 503-357-5607
Fax: 503-357-0491
www.relcominc.com

Standard Terms and Conditions of Sales, Rev 0 500-338

1. **CONTRACT** The Order Confirmation constitutes the complete and only agreement and contract between Relcom Inc. and the Buyer of the Relcom Inc. Products(s). Any of the Buyers terms and conditions which are in addition to or different from those cited herein and which are not separately agreed to in writing and hereby objected and shall have no effect.

2. **WARRANTY** Relcom Inc. warrants that its Product(s) furnished hereunder will, at the time of delivery, be free from defects in material and workmanship and will conform to Relcom's applicable specifications under normal use for a period of five years. Upon verification of the defect, Relcom shall at its option repair the defective Product(s), replace the defective Product(s) with like or similar Product(s) or refund the purchase price.

These warranties extend to Buyer only and not to Buyer's customers of the Products(s) or the users of Buyer's products and in lieu of all other warranties whether express, implied or statutory including implied warranties of merchantability and fitness for a particular purpose.

The Buyer has examined the suitability of the Products(s) for the intended use. The Buyer assumes all risk and liability whatsoever in connection with the use of the Product(s). In no event does Relcom Inc. assume liability for incidental or consequential damages.

This warranty is the extent of the obligation or liability assumed by Relcom Inc. and no other warranty or guarantee is either expressed or implied.

3. **PATENTS** The sale of Product(s), or parts thereof, does not convey any license, by implication, estoppel or otherwise, under patent claims covering the Products(s) or their part with other devices or elements.

At the time of the sale of the Products(s) Relcom Inc. has no knowledge that the purchase or the use of the product(s) infringes on any valid patent, trademark, or copyright. The above notwithstanding, Relcom Inc. does not warrant that the sale or the use of the Products(s) will not infringe on any valid patent, trademark or copyright. In the event of any claim, action or suit brought against the Buyer or its customers involving the Products(s) for patent, trademark or

copyright infringement, the Buyer agrees to hold Relcom Inc. harmless against all judgements, decrees, damages, costs and expenses including attorney fees, court costs and/or fines recovered against and sustained by the Buyer on account or any such actual or alleged infringement.

4. **DELIVERY** All scheduled or quoted delivery dates are approximate and subject to delays from causes beyond Relcom Inc. reasonable control. Relcom Inc. will not be liable for damages, direct or consequential, resulting from failure to make shipment as estimated.

Delivery hereunder shall be FOB Forest Grove, Oregon, USA with transportation expenses and insurance paid by the Buyer. Risk of loss or damage to Products(s) shall fall upon the Buyer, whose responsibility it shall be to file claims with the carrier and/or insurance company. Title shall pass to the Buyer at the point of delivery.

5. **FORCE MAJEURE** Relcom Inc. shall not be liable for delays in delivery or failure to manufacture or deliver due to causes beyond its control, including but not limited to acts of God, acts of the Buyer, acts of civil or military authority, priorities, fires, strikes, floods epidemics, quarantine restrictions, war, riot, delays in transportation or car shortage, inability to obtain necessary labor, material components or manufacturing facilities; or any commercial impracticality.

6. **PAYMENT** Prorata payment shall become due as shipment is made. Payment terms are (30) days net less 1% for payment within (10) days of invoice.

7. **TAXES** The amount of any present or future sales, use, excise or other tax applicable to the sale or use of the Product(s) sold hereunder shall be paid by the Buyer.

8. **CANCELATION** The Buyer may cancel its order only upon written notice and upon payment to Relcom Inc. of cancellation charges which shall take into account expenses incurred and commitments already made by Relcom Inc.

9. **APPLICABLE LAW** This contract and matters connected with the performance thereof shall be constructed, applied and governed in all respects by the laws of the State of Oregon in the United States of America.