



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Seller" means Teledyne MEC, a business unit of Teledyne Wireless, LLC. "Buyer" means the entity to which Seller's Offer is made, or the entity purchasing Goods and/or Services from Seller. "Goods" means the products offered or sold by Seller. "Services" means Services offered or rendered by Seller. "Offer" means any quotation, bid, or proposal for Goods and/or Services made by Seller to Buyer. "Order" means Buyer's purchase order, or similar instrument. All references to "terms and conditions" herein mean and include (a) these "Terms and Conditions of Sale", (b) Seller's Special Terms and Conditions, as applicable, and (c) any other terms and conditions mutually agreed upon by the Parties in writing, in accordance with Section 3 herein. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. OFFERS

Unless stated otherwise in writing by Seller, all Offers made by Seller shall be valid for a period of thirty (30) days from the date of such Offer. Unless accepted by Buyer within the Offer validity period, Seller reserves the right to withdraw and/or revise its Offer. The prices offered by Seller apply only to the specific quantities, specifications, delivery schedules, and terms and conditions set forth in Seller's Offer.

3. ACCEPTANCE

The terms and conditions herein apply to all Offers made by Seller, and all Orders accepted by Seller. Acceptance of Buyer's Order, and any changes or amendments thereto, is strictly conditioned upon Buyer's assent to Seller's terms and conditions. Unless otherwise agreed upon in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from, add to, or modify the terms and conditions herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Order and any changes or amendments thereto, does not waive any of the terms and conditions specified herein. Seller's acceptance of Buyer's Order or Buyer's receipt of Goods, whichever occurs first, shall conclusively evidence Buyer's unconditional acceptance of these terms and conditions. The terms and conditions herein shall be applicable whether or not they are attached to or enclosed with Goods and/or Services sold or to be sold hereunder.

4. PRICES

Unless otherwise agreed in writing by a duly authorized representative of Seller, all prices are stated in United States Dollars, and all invoices issued by Seller and payments made by Buyer shall be in United States Dollars.

5. PAYMENT TERMS

Subject to Seller approval of Buyer's credit, payment terms for domestic Orders are net thirty (30) days from date of Seller's invoice. Unless otherwise agreed in writing by a duly authorized representative of Seller, payment terms for international Orders shall be either cash in advance by wire transfer, or by an irrevocable letter of credit confirmed with Seller's bank and an advance payment of thirty percent (30%) of the Order value is required upon Order acceptance and prior to commencement of work. Buyer hereby waives any right of setoff against amounts due Buyer from Seller. All amounts due to Seller but not paid by Buyer on the due date bear interest payable at a rate equal to the lesser of (a) one and one-half percent (1.5%) of the outstanding balance per month, or (b) the maximum interest rate permitted under applicable law. Interest accrues on past due amounts as of the date on which such amounts become due until the date Seller receives payment from Buyer. Buyer shall also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorneys' fees and court costs.

6. TAXES

The amount of any present or future sales, use, excise, VAT, import duty, or other tax applicable to the manufacture, sale, or lease of Goods shall be added to Seller's invoice and shall be paid by Buyer, unless Buyer provides Seller a valid tax exemption certificate acceptable to the applicable taxing authority.

7. INSPECTION AND TESTS

All Goods manufactured by Seller are subject to Seller's standard inspection and quality assurance processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements mutually agreed by the Parties, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Buyer requires inspection by Buyer at Seller's place of manufacture, such inspection shall not unreasonably interfere with Seller's operations. Seller shall give Buyer at least ten (10) business days advance notice of scheduled availability of Goods for Buyer's inspection. If Buyer fails to perform such inspection within three (3) business days of scheduled availability of Goods, or such other period as agreed by Seller, inspection by Buyer shall be deemed to have been waived by Buyer.

8. PACKING AND PACKAGING

All Goods shall be packed and packaged in accordance with Seller's standard commercial packing and packaging methods. Any nonstandard or special packing or packaging requested by Buyer shall be at Buyer's sole expense.

9. SHIPPING TERMS, TITLE, AND RISK OF LOSS

Unless agreed otherwise by Seller in writing, all shipments to locations within the United States shall be delivered F.O.B. Seller's shipping dock in accordance with UCC. Shipments to locations outside the United States shall be delivered Ex Works to Seller's dock in accordance with Incoterms 2010. Risk of loss and title to Goods shall pass upon such delivery. Unless otherwise agreed in writing, title to software delivered by Seller or embedded in Seller's products, if applicable, shall remain with Seller, and use of such software by Buyer or third-parties shall be conditioned upon execution of a license agreement or confidentiality agreement between Seller and Buyer. If Seller prepays shipping, insurance, or other related charges, Buyer agrees to reimburse Seller promptly for such charges.

10. EXPORT COMPLIANCE

Shipment of Goods, provision of Services, and delivery of technical information under Buyer's Order is subject to all decrees, statutes, laws, rules, and regulations which govern export, re-export, or otherwise pertain to export controls of the United States and the country of Buyer, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR) and the U.S. Department of State International Traffic in Arms Regulations (ITAR). The Parties each agree to provide to the other in a timely manner such information and assistance as may reasonably be required in connection with securing any required authorizations or licenses. Seller shall commence work only after receipt of a valid export license from the appropriate U.S. Government agency. All delivery schedules are calculated from the date of receipt of the export license. Buyer can authorize Seller to begin work to the limit of advance payments prior to the receipt of the export license, provided, however, that Buyer accepts full risk and liability associated with denial, non-receipt, cancellation, or subsequent restrictions of the export license as may be imposed by the cognizant issuing agency, including, but not limited to, reimbursement of Seller's actual costs. Buyer agrees to indemnify and hold Seller harmless from any claims or liability arising from Buyer's failure to comply with all

such decrees, statutes, laws, rules, and regulations. Any Order accepted by Seller which cannot be fulfilled due to law or regulations or Seller's inability to obtain any required export license, may be cancelled by Seller. In such case, Seller shall have no liability or obligations to Buyer.

11. DELIVERY SCHEDULES AND FORCE MAJEURE

Shipping dates are approximate, and require prompt receipt of all necessary Buyer-furnished information and materials, if applicable. Any delay or failure of Seller to perform its obligations under Buyer's Order shall be excused if such delay or failure is the result of an unforeseeable event or occurrence beyond the reasonable control of Seller, and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, utilities, materials, labor, equipment, transportation, or court injunction.

12. CHANGES

Buyer may request changes to the general scope of Buyer's Order by a written notice to Seller, provided, however, such changes shall not be effective until and unless Seller consents to such changes in writing. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of Buyer's Order, an equitable adjustment shall be made to the price and/or delivery schedule, and Buyer's Order shall be modified to reflect such change and adjustment in writing.

13. TERMINATION FOR CONVENIENCE

Buyer may request cancellation or termination of Buyer's Order for Buyer's convenience, in whole or in part, by providing prior written notice to Seller. Seller agrees to cooperate with Buyer in attempting to effect such cancellation or termination conditioned upon Buyer paying Seller for all Goods delivered and/or Services performed, and for all work in process, including all applicable direct and indirect costs, normal profit on such costs, settlements with suppliers, and related termination expenses. To the extent possible, Seller shall use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders.

14. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party materially breaches a material provision of the Order. In the event that a Party (the "Breaching Party") is in material breach of a material provision of the Order, the other Party (the "Non-Breaching Party") shall submit a written cure notice to the Breaching Party advising of such breach. The Breaching Party shall have thirty (30) days from receipt of such notice to cure the breach. If the Breaching Party does not cure the breach within the thirty (30) day cure period, the Non-Breaching Party may terminate the Order. Either Party may immediately terminate the Order if the other Party is adjudicated bankrupt, files a petition for bankruptcy, makes an assignment for the benefit of creditors, or if an action under any law for the relief of debtors is taken.

15. RESERVED

16. RETURN AUTHORIZATIONS

(a) Return Procedure. Buyer's return of defective Goods to Seller is subject to Seller's then current return authorization procedures. Buyer shall promptly notify Seller of any nonconformance or defects in Goods, and provide Seller a reasonable opportunity to inspect such Goods. Goods shall not be returned without Seller's prior authorization. Buyer shall provide a written Buyer's Failure Report describing the reasons for the return, the circumstances under which the defect became apparent, and the date the defect occurred, or if not known, the date the defect was discovered. Once Seller authorizes the return, Buyer shall return Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return authorization procedures may result in lost Goods, delays, additional service, warranty denial, or refusal of a return shipment. Buyer shall identify the model or part number, description, and serial number, if applicable, for each of the Goods returned along with a copy of the aforementioned Buyer's Failure Report. Goods repaired or replaced under warranty shall be returned to Buyer at Seller's expense. Authorization of return of Goods by Seller does not necessarily mean Seller agrees that returned Goods are defective or covered under warranty, or that Goods will be repaired or replaced at no cost to Buyer. Buyer shall not issue a debit memo for returned Goods, or offset payments due Seller, unless and until Seller advises Buyer to do so after Seller's final determination regarding cause of failure, responsibility, and warranty coverage.

(b) Non-Warranty/Non-Confirmed Failures. Non-warranty (by time or cause of failure) and non-confirmed Goods returned by Buyer shall be charged an evaluation fee of minimum \$1,500.00. Seller's evaluation shall consist of inspecting for mechanical damage, hipot testing TWT elements, VSWR testing the input/output connections, and generating a Return Product Analysis Report (RPAR). Non-warranty Goods shall be repaired, replaced, or returned to Buyer at Buyer's option and expense. Repair or replacement shall not be performed until and unless Buyer issues an Order to Seller authorizing such repair or replacement at Seller's then-current repair or replacement price. In no event shall Seller retain or store returned Goods for more than six (6) months. Seller reserves the right to dispose of returned Goods if the Buyer does not promptly pay applicable evaluation fees.

17. TOOLING

Unless agreed otherwise by Seller in writing, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of fulfilling Buyer's Order shall remain the property of the Seller.

18. BUYER'S OBLIGATION OF ASSISTANCE (APPLICABLE TO SERVICES)

To the extent Seller is required to perform Services for Buyer, Buyer shall provide Seller all information reasonably necessary for Seller to perform Services, including any plans, plant layouts, wiring instructions, and operational information. This includes previous studies, reports, or other information relative to the design, installation, and selection of equipment. Buyer shall grant Seller access to its property and other public and private lands, as reasonably required for performance of Services, and facilitate such access. Buyer shall also provide safe storage of Seller's equipment, materials, and tools during the performance of Services at Buyer or Buyer's customer's worksite. Buyer agrees to reasonably cooperate as necessary to facilitate Seller's performance of Services. Buyer covenants that it has fully and accurately disclosed to Seller all general and local conditions that may affect Seller's performance of Services. Buyer acknowledges that Seller is entitled to rely on information furnished by Buyer in developing its specifications, equipment selection, price, and in performing Services.

19. PROPRIETARY RIGHTS

Seller shall retain all right, title, and interest in and to any data, information, software programs, tools, specifications, templates, scripts, ideas, concepts, inventions, works of authorship, products, know-how, processes, techniques, and the like used or developed by Seller, its employees, and its subcontractors in connection with Buyer's Order. Buyer agrees that Seller retains all proprietary rights in and to all products, specifications, designs, discoveries, inventions, patents, copyrights, trademarks, trade secrets, and other proprietary rights relating to Goods or Services. Unless otherwise identified in writing to Seller, no information or knowledge heretofore or hereafter disclosed to Seller in the performance of, or in connection with, the terms hereof, shall be deemed to be confidential or proprietary and any such information or knowledge shall be free from restrictions, other than a claim for patent infringement, as part of the consideration hereof.

20. PATENT, COPYRIGHT, AND TRADEMARK INDEMNIFICATION

Seller shall hold harmless and indemnify Buyer against all third-party claims, judgments, costs, and fees, including attorney fees, relating to infringement of any United States, Canada, Brazil, Japan, Italy, France, United Kingdom, or Norway patent, copyright, trademark, or design to the extent that (a) the infringing Goods are manufactured, sold, or used, in whole or in part, pursuant to Seller's specifications, designs, drawings, or other technical data, and (b) provided that Buyer notifies Seller in writing of any such claim as soon as reasonably practicable, and allows Seller to control, and reasonably cooperates with Seller in the defense of any such claim and related settlement negotiations. To the extent that any Goods are held by a court of competent jurisdiction or are believed by Seller to infringe or otherwise violate a third-party's proprietary rights, Seller may, at its option and expense, either (a) modify the affected Goods to be non-infringing, or (b) obtain for Buyer a license to continue using such Goods on substantially the same terms set forth herein, or, if neither of the foregoing alternatives is reasonably available to Seller, (c) Seller may require Buyer to return the infringing Goods and all rights thereto, and refund to Buyer the price paid to Seller by Buyer for the infringing Goods. Seller shall have no obligation under this provision to the extent any claim is based on (a) modifications of Goods or deliverables by a party other than Seller or Seller's authorized representative, (b) the combination, operation, or use of Goods with equipment, devices, software, or data not supplied by Seller, (c) the use or installation of Goods in an environment for which Goods were not intended, (d) Buyer's failure to use updated or modified versions of Goods provided by Seller, or (e) the negligent acts or omissions or willful misconduct of Buyer, its employees, representatives, or affiliates. This Section, and the indemnification provided herein, does not apply to any Goods manufactured, sold, or used, in whole or in part, pursuant to Buyer's specifications, designs, drawings, or other technical data. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SELLER AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

21. CONFIDENTIALITY

Each Party (the "Receiving Party") shall keep confidential and not directly or indirectly disclose to any third party any Confidential Information, as defined herein, furnished to it by the other Party (the "Disclosing Party") in connection with Seller's Offer and/or Buyer's Order without the Disclosing Party's prior written consent. "Confidential Information" includes, but is not limited to, business, financial, statistical, and commercial information, pricing, technical data and information, formulae, analyses, trade secrets, ideas, methods, processes, know how, computer programs, designs, data sheets, schematics, configurations, and drawings. Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, (b) was available on a non-confidential basis prior to its disclosure by Disclosing Party, (c) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when such source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation with Disclosing Party, or (d) was independently developed by Receiving Party without reference to the Confidential Information, and Receiving Party can verify development of such information by written documentation.

22. INDEMNIFICATION

Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party, its officers, directors, and employees (the "Indemnified Parties") from and against any and all liabilities, losses, expenses, liens, claims, demands, and causes of action ("Claims") for death, personal injury, or property damage arising out of any negligent act or omission of the Indemnifying Parties in the performance of Buyer's Order, except to the extent such Losses are contributed to by (a) the negligence or willful misconduct of the Indemnified Party, (b) the negligence or willful misconduct of any third parties, or (c) equipment, information, or materials furnished by Buyer to Seller. Seller's indemnification of Buyer does not apply unless Buyer (a) notifies Seller in writing of any such Claim as soon as reasonably practicable, and (b) allows Seller to control, and reasonably cooperates with Seller, in the defense of any such Claim and related settlement negotiations.

23. LIMITATION OF LIABILITY

Notwithstanding any other provision herein, under no circumstances shall either Party be liable for any consequential, special, incidental, indirect, multiple, administrative, or punitive damages, or any damage of an indirect or consequential nature arising out of or related to its performance under Buyer's Order, including, without limitation, loss of use, loss of revenues, loss of anticipated profits, and cost of capital, whether based upon breach of Buyer's Order, warranty, negligence, or any other type of Claim, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Seller's total liability arising from or related to Buyer's Order, including, but not limited to, its liability for indemnity, defense, and hold harmless obligations under Buyer's Order, is limited to no more than the amount paid by Buyer to Seller for the item giving rise to the claim, and Buyer agrees to indemnify Seller for any excess amounts. To the extent that this limitation of liability conflicts with any other Section or provision herein, such provision shall be regarded as amended to whatever extent required to make such provision consistent with this clause.

24. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to laws and regulations, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and values of Seller to the Teledyne Corporate Ethics Help Line at 1-877-666-6968.

25. ORDER OF PRECEDENCE

The following order of precedence shall apply in the event of an inconsistency within Buyer's Order and its related documents, as applicable:

- (a) Seller's Special Terms and Conditions
- (b) Seller's Terms and Conditions of Sale
- (c) Specification
- (d) Statement of Work or Scope of Services

26. GOVERNING LAW AND VENUE

The performance of the Parties, and any judicial or arbitration proceedings, shall be construed and governed in accordance with the laws of the State of California, United States of America, excepting its laws and rules relating to conflict of law. Neither (a) the United Nations Convention on Contracts for the International Sale of Goods, (b) the 1974 Convention on the Limitation Period in Contracts for the International Sale of Goods (hereinafter referred to as the "1974 Convention"), nor (c) the Protocol Amending the 1974 Convention held at Vienna, Austria, on April 11, 1980, apply in any manner to the interpretation or enforcement of Seller's Offer, or Buyer's Order.

27. DISPUTES AND ARBITRATION

The Parties shall attempt to resolve any dispute, controversy, or claim arising under or relating to Seller's Offer or Buyer's Order, or to a material breach, including its interpretation, performance, or termination. If the Parties are unable to resolve such dispute, either Party may refer the dispute to arbitration. The arbitration shall be conducted in English and in accordance with the Commercial Rules of the American Arbitration Association, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the decision and/or award, shall take place in Los Angeles, California, United States of America, and shall be the exclusive forum for resolving the dispute, controversy, or claim. The arbitrator shall make the final determination as to any discovery disputes between the Parties. Examination of witnesses by the Parties and by the arbitrator shall be permitted. A written transcript of the hearing shall be made and furnished to the Parties. The cost of this transcript shall be borne equally by the Parties. The award or decision of the arbitrator shall state the reasons upon which the award or decision is based, and shall be final and binding upon the Parties. The prevailing Party shall be entitled to compensation for the expense of the arbitration, including, but not limited to, the award of attorneys' fees, at the discretion of the arbitrator. Both Parties waive their right to any appeal under any system of law. The award shall be enforceable before any court of competent jurisdiction upon the

application to such court by either Party. The arbitrator shall have no authority to award any of the types of damages excluded by hereunder, and shall be so instructed by the Parties.

28. RELATIONSHIP OF THE PARTIES

Each Party is an independent contractor. Neither Party shall have authority to bind the other except to the extent authorized herein. This Agreement is not intended by the Parties to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times, and neither Party shall act as the agent for the other, and the employees of one shall not be deemed to be employees of the other

29. MODIFICATIONS TO ORDER

Buyer's Order may only be modified by written instrument signed by duly authorized representatives of the Parties.

30. NOTICES

All notices given by the Parties shall be made in writing, and delivered personally or sent by prepaid mail (by air-mail if the notice is being communicated internationally), or by facsimile, cable, or email addressed to the intended recipient at its address or at its electronic address. Regardless of the method of transmittal, the sending Party is responsible for obtaining a return receipt for the notice, demand, or communication.

31. ASSIGNMENT

Neither Party may assign, delegate, sublicense, or transfer, whether by operation of law or otherwise, their obligations or rights hereunder without the other Party's written consent and any assignment, delegation, sublicense, or transfer (a) without such written consent is void and of no effect and, (b) if consent is given, shall be binding upon, and inure to the benefit of the successors and assigns of the Parties. Notwithstanding any provision of these terms and conditions, Seller may, without consent, subcontract work to be performed under Buyer's Order or assign Buyer's Order to a parent, subsidiary, or affiliate company of Seller. In addition, without securing such prior consent, Seller shall have the right to assign Buyer's Order to any successor, by way of merger or consolidation, or the acquisition of substantially all of the entire business and assets of Seller relating to the subject matter of Buyer's Order, provided that such successor shall expressly assume all of the assignor's obligations and liabilities under Buyer's Order, and provided further that Seller shall remain liable and responsible to the Buyer for the performance and observance of all such obligations.

32. WAIVER; REMEDIES; COSTS

None of the Sections, terms, conditions, or provisions herein shall be waived by any act or knowledge on the part of Seller, except by written instrument signed by a duly authorized representative of Seller. The waiver by Seller of any term, condition, provision, or right hereunder or the failure to enforce at any time any of the terms and conditions herein, or any rights with respect thereto, is not a continuing waiver or a waiver of any other rights, or of any material breach or failure of performance of Buyer. The remedies herein reserved or created for Seller shall be cumulative, and additional to any other or further remedies provided at law or in equity. Seller may remedy any breach of the terms or conditions hereof without waiving the breach remedied, or without waiving any other prior or subsequent breach. Buyer shall pay all Seller's costs and expenses, including attorney's fees, incurred by Seller in exercising any of its rights or remedies hereunder or enforcing any of the terms or conditions hereof.

33. SEVERABILITY

If any term, condition, or provision herein is invalid, ineffective, or unenforceable under present or future laws, then the remainder of the terms, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

34. PARTIES

The Parties to any Offer, Order, or associated transaction are Seller and Buyer as identified above and unless expressly stated otherwise, no other persons, parties, or entities have any rights, or receive any benefits hereunder. Seller is an independently functioning subsidiary or business unit of Teledyne Technologies Incorporated. Neither Teledyne Technologies Incorporated, nor any of its subsidiaries, affiliates, or business units, other than Seller, have any obligations or duties hereunder and are unrelated third parties for all purposes.

35. HEADINGS

The headings used herein are for reference purposes only and shall not affect the meaning or interpretation of any term, condition, or provision herein.

36. ENTIRE AGREEMENT

These terms and conditions (including Seller's Special Terms and Conditions, as applicable) and Buyer's Order (as accepted by Seller in accordance with the terms herein), including any applicable specifications, statement of work, or other applicable documents constitute the entire agreement between the Parties and supersede any prior oral or written agreements, commitments, understandings, or communications with respect to the subject matter of Buyer's Order.

37. SURVIVAL

Notwithstanding anything else contained herein to the contrary, the Parties agree that the provisions of the following Sections shall survive the expiration or termination of Buyer's Order: Sections 5. Payment Terms; 6. Taxes; 10. Export Compliance; 13. Termination for Convenience; 14. Termination for Default; 16. Return Authorizations; 19. Proprietary Rights; 20. Patent, Copyright, and Trademark Infringement; 21. Confidentiality; 22. Indemnification; 23. Limitation of Liability; 26. Governing Law and Venue; 27. Disputes and Arbitration; 28. Relationship of the Parties; 30. Notices; and 34. Parties.

- End of Document -