

SIGNAL COMMUNICATIONS CORPORATION (SigCom)

Terms and Conditions Related to Purchases

Effective: December 1, 2005

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ORDER ACCEPTANCE

All orders shall be subject to acceptance by Signal Communications Corporation, at its principal place of business, and approval by its credit department. Credit Card orders are subject to both verification and authorization by the Credit Card Company or a third party credit verification company prior to processing. Signal Communications Corporation shall have the sole right to accept or reject orders based on credit information or credit card rejection. Signal Communications Corporation may reject unacceptable orders without obligation. All orders are accepted only under the terms, conditions and provisions set forth herein.

MINIMUM ORDER

The minimum order size is \$50.00. Any order valued under the minimum \$50.00 limit will be billed at actual cost plus a \$20.00 minimum surcharge, unless otherwise agreed to, in writing.

PAYMENT TERMS

Credit Card orders are subject to both verification and authorization by the Credit Card Company or a third party credit verification.

All sums owed to Signal Communications Corporation shall be paid to Signal Communications Corporation without deduction for taxes, import duties or other charge of any nature whatsoever. Payments terms shall be Cash-In-Advance (C.I.A.), Twenty-five percent (25%) deposit, balance Cash-On-Delivery (C.O.D.) or Net Thirty (30) days from the invoice date, for all established accounts. Credit terms will be established solely upon the approval of the credit department of Signal Communications Corporation. If it becomes necessary to effect collections the Customer will be responsible to pay all reasonable attorney fees, collection agency fees and court costs. A service charge, not to exceed 1.5% per month or the maximum allowable by law, will be billed on all accounts not paid within the stated payment terms. Signal Communications Corporation reserves the right to apply all remittances and credit memos to the oldest outstanding balance of Customer's account. Open credit terms may be rejected on any delinquent account. Signal Communications Corporation reserves the right to require an Irrevocable Standby Letter-of-Credit or other payment guarantee acceptable to Signal Communications Corporation. All prices shown are in United States Dollars.

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TAXES

Prices do not include duties and fees, sales or excise taxes, value added taxes, goods and service taxes or any other taxes or charges imposed by any law applicable to the manufacture, ownership, distribution, associated with the use or sale of any product or service.

FREIGHT

All prices are F.O.B. the location designated by Signal Communications Corporation as its Shipping Point. Signal Communications Corporation will not be responsible for the payment of freight costs, insurance, demurrage, and any other charges associated with the transportation or storage of the products after delivery F.O.B. the location designated by Signal Communications Corporation as its shipping point. Special packaging/handling etc., are subject to additional charges. Consult the factory for any pricing adjustments.

Some orders processed through the Signal Communications Corporation Website (www.sigcom.com) may be offered with free freight (UPS ground – Continental U.S. only). Other than the free freight offer, all orders will subject to the same conditions stated in the above paragraph.

SHIPPING SCHEDULES

Shipping schedules are estimates only. Signal Communications Corporation will set forth every reasonable effort to maintain quoted delivery schedules but it shall not be held responsible for any direct or consequential damages associated with late deliveries.

All Web Orders will be shipped within 24 hours or the next business day, whichever is longer. However, the same conditions stated in the above paragraph also apply to all web orders.

CLAIMS

Upon acceptance by the carrier, title to the material passes to the consignee. The consignee must file all claims for loss or damage with the delivery carrier. All claims for shortages or errors must be made within five (5) days of receipt of the shipment.

ORDER MODIFICATIONS

Changes or modifications to orders may be made only by written agreement executed by all parties affected thereby and shall include any price modification.

ORDER CANCELLATIONS

Orders are not subject to cancellation by Customer except by written agreement with Signal Communications Corporation. Any order canceled after any work has been performed by Signal Communications Corporation, such as engineering, production, etc., will have a cancellation charge, to be determined solely at the discretion of Signal Communications Corporation. The cancellation charge will be based on whatever work has been performed but shall be a minimum of ten (10%) percent of the purchase order price. If the Customer chooses, he may have the right to receive any materials purchased prior to the time of cancellation, at the quoted price.

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RETURNS

SigCom requires that material returned for repairs or replacement receive pre-authorization in order to be returned to the factory. The procedure outlined in the steps below identifies how to obtain a Return Authorization (RA) Number. Any returns sent in without an accompanying valid RA number may be returned to the sender via the carrier, and the sender will bear the cost of the return freight.

To expedite the return process, all returned material must be properly packed and identified.

The following terms and conditions apply to all returns:

- A. Senders of material must obtain a Return Authorization (RA) Number from SigCom Customer Service Department @ 781-933-0998. The RA number must be marked on all documents and cartons pertaining to the return.
- B. Returned material is subject to quality and quantity inspections. SigCom will complete inspection and evaluations prior to warranting returns.
- C. SigCom's "Limited Warranty & Limitation of Liability" shall apply to all returned materials. A copy of SigCom's Limited Warranty & Limitation of Liability is on the reverse side of this policy.
- D. When possible, and requested by the customer, SigCom offers exchange material to assist its customers in minimizing downtime. It is the customer's obligation to return the defective item within 30 days. Should the customer fail to return the defective material within the allotted time, SigCom will bill the customer, in full, for any exchange material it furnished.
- E. Unless otherwise authorized by SigCom, customers must pay in advance for the return freight. If the material was shipped at our expense, we reserve the right to bill the customer for outgoing freight costs. Shipments received freight collect will be refused.
- F. Freight damage claims, including concealed damage, is the responsibility of the customer and must be handled through the freight carrier.
- G. Product should be returned prepaid to Signal Communications Corporation, 4 Wheeling Avenue, Woburn, MA 01801

Date _____

Return Authorization #: _____

Purchase Order #: _____

All materials returned for credit will be subject to a minimum 25% restocking charge, plus all transportation charges and are subject to inspection by Signal Communications Corporation. Payment for returned goods will only be made upon receiving proof of purchase (i.e. invoice number or credit card receipt) and credit will be issued against invoice amount or credit card charge, whichever is appropriate. Signal Communications Corporation reserves the sole right to determine the amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured Signal Communications Corporation products, returned within 12 months of the date of shipment, may be considered for return or credit. Unsalable products will be scrapped and no credit will be issued. If returned goods are determined to have no value and Customer wishes them returned, Customer will be charged return freight. Special order items can neither be canceled nor returned.

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LIMITED WARRANTY: LIMITATION OF LIABILITY

Signal Communications Corporation (SigCom), 4 Wheeling Ave., Woburn, MA 01801, warrants its products to be in conformance with its own specifications and to be free from defects in materials and workmanship under normal use and service for 13 months from SigCom's ship date, unless the installation instructions or catalog sets forth a shorter period, in which case the shorter period shall apply. SigCom's obligation shall be limited to repairing or replacing, at its option, free of charge, any product which is proved not in compliance with SigCom's specifications or proves defective in materials or workmanship under normal use and service. SigCom shall have no obligation under this limited warranty or otherwise if the product is altered or improperly repaired or serviced by anyone other than SigCom's factory service. For warranty service, contact SigCom's Customer Service at (781) 933-0998, obtain a Return Authorization Number and return product transportation prepaid, to Signal Communications Corporation, 4 Wheeling Ave., Woburn, MA 01801.

Damage or defects resulting from accident, fire, storm, water, negligence, misuse, vandalism, power failure, current fluctuations, lightning surges, acts of God, failure due to parts, service attachments or devices not furnished by the SigCom or any other cause external to the equipment or not directly under the control of the SigCom are specifically excluded from this warranty.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO CASE SHALL SIGCOM BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OF THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OR UPON ANY OTHER BASIS OF LIABILITY WHATSOEVER, EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE SIGCOM'S OWN NEGLIGENCE OR FAULT.

SigCom does not represent that the products it sells may not be compromised or circumvented; that the products will prevent any personal injury or property loss by burglary, robbery, fire or otherwise; or that the products will in all cases provide adequate warning or protection. Customer understands that a properly installed and maintained product and/or systems may only reduce the risk of a burglary, robbery, fire or other events occurring without providing an alarm, but it is not insurance or a guarantee that such will not occur or that there will be no personal injury or property loss as a result. CONSEQUENTLY, SIGCOM SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURY, PROPERTY DAMAGE OR OTHER LOSS BASED ON A CLAIM THE PRODUCT FAILED TO GIVE WARNING. HOWEVER, IF SIGCOM IS HELD LIABLE, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE ARISING UNDER THIS LIMITED WARRANTY OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, SIGCOM'S MAXIMUM LIABILITY SHALL NOT IN ANY CASE EXCEED THE COMPLETE AND EXCLUSIVE REMEDY AGAINST SIGCOM. This warranty replaces any previous warranties and is the only warranty made by SigCom on its products. No increase or alteration, written or verbal, of the obligations of this Limited Warranty is authorized.

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE