

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS:

"Customer" shall mean the company that purchases Product/Services pursuant to this Order.

"Delivery Point" shall mean the location of delivery of Product stated in the Order.

"Order" shall mean the agreement between COMPANY and the Customer (individually "Party" and collectively "the Parties") for the sale and purchase of the Product and Services, that incorporates by reference these Terms and Conditions of Sale and any contemporaneous writing or Quotation.

"Product" means all components, spare parts, goods, product, or materials of any kind, which are supplied by COMPANY under this Order.

"Quotation" means the written Quotation or tender submitted by the COMPANY to Customer.

"Services" means all services, including maintenance and installation services, provided under this Order.

"COMPANY" shall mean Radio Waves, Inc.

"Warranty" or "Warranties" means the warranties set forth in Section 7.

2. OFFER AND GOVERNING PROVISIONS: Each Quotation and Order acknowledgement issued by COMPANY (i) is expressly made conditional upon the Customer's assent to these Terms and Conditions of Sale; (ii) is an offer by COMPANY to sell the goods and/or services described in it in accordance with these Terms and Conditions of Sale; and (iii) is not an acceptance of any offer made by the Customer. COMPANY rejects any additional or different terms contained in any purchase order or other communication previously or hereafter provided by Customer to COMPANY including any acknowledgement, shipping documents, terms and conditions or otherwise. No such additional or different terms or conditions will be of any force or effect. The terms of the Order will be the entire agreement between Customer and COMPANY on the subject of the transaction that it describes; and there are no conditions to that agreement that are not part of the Order. These Terms and Conditions of Sale may be modified only by a written document signed by duly authorized representatives of COMPANY and Customer.

3. PAYMENT:

(A) Payment in full of the purchase price shall be made in United States currency in accordance with the terms shown on the original quote or invoice. Remit to: Radio Waves, Inc., 495R Billerica Avenue, North Billerica, MA 01862 USA.

(B) Punctual payment as stipulated herein is of the essence for the Order. When any sum owed by Customer to COMPANY under this Order is overdue, the COMPANY may, without notice to Customer, either: (i) cease the supply of further Product/Services under this Order without liability for any loss (including loss of profit or other financial or economic loss) to Customer until such sum, together with such interest as may be due thereon, is paid; or (ii) terminate the Order and any other agreements between COMPANY and Customer, whether or not any sums are due for payment by Customer there under, without liability on the part of COMPANY. Customer shall pay COMPANY immediately all sums due and outstanding under all such agreements with respect to Product/Services, supplied or ordered in partial execution of the agreements, together with all overhead and other costs incurred by COMPANY as a result of such termination.

(C) No defect in the Order of the Product/Services shall operate to interfere with the terms of payment. If payment is not made as provided above, Customer shall thereby be deemed to have waived the warranties provided in Section 11 hereunder. COMPANY may demand different terms of payment from those specified on the face of this Order, whenever it reasonably appears that Customer's financial condition requires such changes, and may demand assurance of the Customer's ability to pay whenever it reasonably appears that such ability is in doubt. Such demand shall be in writing and COMPANY may, upon making such demand, stop production and/or suspend shipments hereunder.

(D) If Customer is in default of any payment obligation, the COMPANY is, without reminder and prejudice to any other rights, entitled to charge interest at a rate of 1.5 times the legal interest for any outstanding sum, beginning with any due date of payment.

4. REJECTION OF PRODUCT: Customer shall have ten (10) days from arrival of Product at the Delivery Point to notify COMPANY of rejection of Product for non-conformity with the Order. Any notice of rejection must be in writing, identify this Order and describe all defects of the Product on which Customer intends to rely. No Products shall be returned without COMPANY's express instructions.

5. LIENS; TITLE; RISK:

(A) Title and risk of loss to Product passes to Customer on delivery of Product to the Delivery Point.

(B) Customer hereby grants to COMPANY a security interest in the Product and any property owned by the Customer (including Customer's beneficial rights to property leased by Customer) in the possession of COMPANY or any of COMPANY'S affiliates, at any time, to secure all amounts owed by Customer to COMPANY under this Order.

6. DELIVERY: All delivery hereunder is per Incoterms 2010 via the method and location agreed by the Parties in the Order.

7. WARRANTIES:

(A) COMPANY warrants, for the period set forth in the Quotation or Order acknowledgement, that the Products (1) conform to COMPANY'S specifications, and (2) are free from defects in materials and workmanship (under normal usage and provided that the COMPANY'S operation and maintenance instructions are followed by competent personnel). Warranty periods shall be as set forth in the Quotation. Normal wear and tear shall not be considered a defect. If no warranty is identified in the Quotation or Order acknowledgement, such warranty period shall be for twelve (12) months from the delivery to the Delivery Point.

(B) If there are any services to be performed under the order, the COMPANY warrants that it shall use reasonable efforts to provide the Services ordered under the Order. The express warranty set forth in the first sentence of this paragraph shall be the only warranty given by COMPANY with respect to the Services provided.

(C) For Products not manufactured by COMPANY, COMPANY'S only responsibility is to assign to its Customer any manufacturer's warranty that does not prohibit such assignment.

(D) Product and parts that are consumed in normal operation are not covered by this Warranty.

(E) If the Customer discovers a defect within the applicable Warranty period, it must be reported in writing to COMPANY'S service department immediately upon discovery.

(F) Within a reasonable time after proper notification, COMPANY shall, during its normal business hours, Monday through Friday, correct any defect covered by this warranty with either new or used replacement parts, without charge. Any part repaired or replaced is warranted to conform to COMPANY specifications and to be free from defects in materials or workmanship appearing for a period of twelve (12) months after delivery to the Delivery Point of the repaired or replaced Product. The above remedies are the exclusive remedies of Customer, and the sole responsibility of COMPANY, for breach of this warranty as to repaired or replaced Product.

(G) The Warranties ceases to be effective if Customer fails to operate and use the Product sold hereunder in a safe and reasonable manner in accordance with COMPANY'S written instructions.

(H) Customer shall not be entitled to any remedy under the Warranties with respect to: (i) Product/Services that has been subjected to any alteration, disassembly, tampering, modification, or repair without prior authorization by COMPANY; (ii) Product/Services subjected to experimental running or any type of operation or use other than that for which the Product/Services is designed; (iii) Product/Services from which COMPANY and/or vendor's trademark or serial number has been altered, removed, or obliterated without COMPANY'S written permission, excluding any alteration, removal, or obliteration directly caused by accident or mishap; (iv) Product/Services that has been in storage or immobilized for one (1) year or more after delivery to the Delivery Point.

(I) COMPANY MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OF NON-INFRINGEMENT; AND THE EXPRESS WARRANTY SET FORTH IN THIS ARTICLE IS IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON THE PART OF COMPANY.

(J) The Warranties are non-transferable and is applicable only to the original Customer.

8. LIMITATIONS OF LIABILITY AND INDEMNITY:

COMPANY'S LIABILITY FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THE REMEDIES THEREIN PROVIDED. WITH RESPECT TO OTHER BREACHES OF CONTRACT, COMPANY SHALL HAVE NO LIABILITY IN EXCESS OF THE AMOUNT OF THE APPLICABLE ORDER UNDER WHICH THE PRODUCTS WERE PURCHASED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COST OF SUBSTITUTE PROCUREMENT, LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF REVENUES, LOSS OF BUSINESS, OR FAILURE OR DELAY IN PERFORMANCE, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT OR ON ANY STRICT LIABILITY THEORY, EVEN IF COMPANY HAS BEEN ADVISED OF THE

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POSSIBILITY OF ANY SUCH DAMAGES. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY CLAIM AGAINST CUSTOMER BY A THIRD PARTY.

COMPANY shall not be liable for failure to deliver, for delay in delivery, or for any losses or damage to Customer, or to the Product/Services occasioned by delays, in the performance of COMPANY's obligations, due to: (i) any cause beyond COMPANY's reasonable control or the control of COMPANY's suppliers or subcontractors; (ii) an act of God, act or omission of Customer, act of civil or military authority, fire, terrorism, strike or other labor difficulty, riot or other civil disturbance, insolvency or other inability to perform by the manufacturer, delay in transportation; or (iii) any other commercial impracticability including any changes in laws and regulations.

9. TAXES: Sales and use taxes, payable by Customer, which are presently or may hereafter be imposed by any taxing authority, are not included in the sale price. Applicable taxes, duties, or other such governmental fees shall be added to the sales price. If such charge is not collected at the time of payment or sale price, Customer will hold COMPANY harmless.

10. MERGER AND SEVERABILITY: This Order contains the total agreement of the Parties, and all agreements entered into prior to or contemporaneously with the execution of this agreement are excluded whether oral or in writing, except that a contemporaneous writing, signed by both Parties, and firmly attached to this Order, shall be considered part hereof. If any provision of this Order shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not effect the remaining provisions of this Order, all of which shall remain in full force and effect.

11. DISPUTE RESOLUTION, GOVERNING LAW, AND FORUM: This Order shall be governed by, and construed in accordance with, the laws of the State of Colorado, without the application of conflict of laws principles. **THIS ORDER SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.** No action in law or equity arising out of this Order may be brought by Customer more than one (1) year after the cause of action has first arisen. COMPANY shall have the right to collect from Customer its reasonable expenses, including attorneys' fees, incurred in enforcing this Order. The rights and obligations herein shall survive completion of the final payment under this Order.

12. EXPORT AND IMPORT CONTROLS: Customer acknowledges and agrees that the ultimate destination of the Product/Services is in the United States, unless otherwise agreed to in writing. Customer shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the Product/Services to any foreign person without complying with applicable export and import laws and regulations of Customer's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Customer agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the Product/Services, either in their original form or after being incorporated into other end-items. Customer agrees to defend, indemnify and hold harmless COMPANY from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by COMPANY with respect to any of Customer's export or re-export activities contrary to the Export & Import Controls provisions stated herein.

13. NOTIFICATION: Customer agrees to notify COMPANY immediately if Customer is listed in any Denied Persons List, Entity List, or Specially Designated Nationals List, or if Customer's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

14. LICENSE AND OWNERSHIP: To the extent that the Product/Services contain or are software, COMPANY hereby grants to Customer a non-exclusive, non-transferable, personal license to use the software and related documentation. Customer's use of the Order Product/Services conclusively evidences its acceptance of this license and this Order. Title to the software shall at all times remain with COMPANY. Customer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain the sole property of COMPANY and includes valuable trade secrets. Customer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Customer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation.

15. ASSIGNMENT: Customer shall not assign this Order without the prior written consent of COMPANY, and any purported assignment shall be void. COMPANY may assign this Order at any time without notice to Customer.

16. RELATIONSHIP: Nothing in this Order shall be construed to place the Parties in the relationship of partners or joint ventures, and the Parties shall have no power to obligate or bind the other in any manner whatsoever.

17. HEADINGS: Any headings or paragraph titles are for the convenience of reference only and shall not define, limit, or extend the scope or intent of this Order or any provision thereof.

18. PROPRIETARY INFORMATION STATEMENT: The Quotation for this Order contains information proprietary to COMPANY. No part of this information may be reproduced or transmitted in any form without the prior written permission of COMPANY.

19. WAIVER: No waiver by COMPANY of any breach of this Order by the customer shall be considered as a waiver of the subsequent breach of the same or any other provision.

20. RETURNS: No return of Products for purposes of the Warranty or where return is otherwise expressly permitted under the Order shall be not accepted by COMPANY without a Return Material Authorization (a "RMA") number, which shall be requested by Customer prior to shipment. All Products for return shall be returned freight prepaid in the manner specified in the RMA and properly packaged to avoid damage. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Purchaser, freight collect. There will be a 20% restocking fee, in addition to any shipping costs incurred for all returned items.