

TERMS AND CONDITIONS OF SALES - INTERNATIONAL**INTERNATIONAL CUSTOMERS MUST PURCHASE VIA AUTHORIZED MAURY DISTRIBUTORS WHEN APPLICABLE**

These terms shall apply to all quotations and resultant direct sales to customers outside the United States of America, unless otherwise mutually agreed upon. Do not change any terms contained herein without our express written approval.

1. **PRICE AND FOB POINT:** Prices are quoted in U.S. funds, FOB Maury Microwave Corporation factory, Ontario, California, USA. (Not any U.S. airport)

2. **PAYMENT TERMS:** Bank transfer of total order value prior to shipping on catalog stock parts, **OR**

Letter of Credit - Must specify correct description, total amount of the pro-forma invoice, and be written in English. It shall be issued to us at the bank listed below and shall provide for payment at our bank upon presentation of MMC commercial invoice and freight way bill (or postal receipt) only. The Letter of Credit shall allow for payments upon partial shipments, when applicable, and shall have a duration of 90 days minimum or 60 days past the latest shipping date quoted. All banking charges associated with the Letter of Credit are paid from applicants account.

Required Deposits: 1) Orders totaling \$100K or more to have a 50% deposit of order value paid at time of order placement. Balance to be paid prior to shipment. 2) Special or modified product orders, orders with NRE, orders with setup charges to have a 50% deposit of order value to be paid at time of order. Balance to be bank transfer prior to shipping.

Please contact Maury sales for account details for Bank Transfer & Letter of Credit.

3. **MINIMUM PURCHASE ORDER:** \$300.

4. **EXPORT CONTROL:** Products purchased or received under these Terms and Conditions are subject to export control laws, restrictions, regulations and orders of the United States. Customer agrees to comply with all applicable export laws, restrictions and regulations of the United States or foreign agencies or authorities, and shall not export, or transfer for the purpose of re-export, any product to any prohibited or embargoed country. Maury products typically are exported under US Dept. Of Commerce export license regulations.

5. **SHIPMENT:** Shipments are normally made via the customer-specified carrier at the customer's own expense. In the absence of specified shipping instructions, the Seller will ship by the most advantageous method. All freight, export documentation, insurance, and their handling fees are collect. Any and all duties and export charges are payable by buyer.

6. **DELIVERY:** Delivery is quoted from date of acceptance of written purchase order, cash payment, letter of credit, or bank transfer. Under no circumstances will we accept a penalty clause.

7. **DUTIES, INSURANCE & TAXES:** Prices do not include taxes, duties, insurance, freight, or handling charges which shall be paid by the buyer.

8. **ERRORS:** Seller reserves the right to correct clerical or stenographic errors or omissions.

9. **RESPONSIBILITY:** Seller is not responsible for any loss, damage, or delay that may occur after goods have been accepted for shipment by carrier. All claims pertaining to shortages or deviations from ordered items must be made in writing within thirty (30 days) of invoice date to be considered valid.

10. **CANCELLATION:** All orders are non-cancellable. Any cancellation requests will be considered at the sole discretion of Maury Microwave. If approved, all cancellations will be subject to a cancellation fee and a restocking fee to be determined at the sole discretion of Maury Microwave.

11. **RETURNS:** Buyer shall not return excess or unused merchandise for credit without Seller's authorization. Buyer shall obtain a return authorization number from Seller prior to any return. Seller reserves the right to decline all returns or to accept them subject to a handling charge of not less than 15%. Even after Seller has authorized the return of goods for credit, Seller reserves the right to adjust their offer in accordance with the condition of the goods on arrival at their plant. In no case will Seller offer credit for goods returned six months or more after shipment. Credit for returned merchandise is issued only to the original Buyer and not to subsequent owners of the goods.

12. **PATENTS:** In the event that suit is brought against the Buyer alleging infringement of patents, the Seller reserves the right to substitute for items which are alleged to infringe other equally suitable items without altering conditions of this sale. The seller also has the right to take back infringing items, refunding only purchase price less reasonable allowance for use.

13. **SPECIFICATION CHANGES:** The seller retains the right to discontinue and/or change specifications of any instrument or equipment without notice, and without incurring any obligation to incorporate new features on units previously sold.

14. **ACCEPTANCE:** All orders and sales contracts are valid only upon written acceptance by an officer of the Seller at our office in Ontario, California, USA.

15. **LIMITATION OF LIABILITIES:** In no event shall Maury be liable for any special, incidental or consequential damages of any nature including, but not limited to, damages resulting from loss of profit or revenue, recall costs, claims for service interruptions or failure to supply downtime, testing, installations or removal costs, costs of substitute products, property damage, personal injury, death or legal expenses. Customer's recovery from Maury for any claim shall not exceed the purchase price paid by Customer for the goods, irrespective of the nature of the claim, whether in warrant, contract or otherwise. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD Maury HARMLESS FROM ANY CLAIMS brought by any party regarding products supplied by Maury and incorporated into the customer's product.

16. **WARRANTY:** Maury Microwave Corporation warrants each instrument of its manufacture to be free from defects in material and workmanship. Our obligation under this warranty is limited to servicing any instrument returned to our factory for that purpose and to making good at our factory any part or parts thereof (except tubes, fuses and batteries) which shall, within one year after making delivery to the original purchaser, be returned to us with transportation charges prepaid, and on our examination shall disclose to our satisfaction to have been defective. Maury Microwave Corporation reserves the right to make changes in design at any time without incurring any obligation to install same on units previously purchased. This warranty is expressly in lieu of all other obligations or liabilities on the part of Maury Microwave Corporation. Maury Microwave Corporation neither assumes nor authorizes any other person to assume for them any other liability in connection with the sale of their instruments and equipment.

THESE TERMS ARE SUBJECT TO CHANGE WITHOUT NOTICE.