



RV-M8x Data Radio OEM Module Terms and Conditions of Sale

1. General

These terms and conditions govern the sale of M8 series data radio OEM modules ("Products") by Raveon Technologies Corporation ("Seller") to each purchaser of Products and Services ("Buyer"), as well as by third party vendors and/or service providers of Seller. The Products include all Raveon products with part numbers beginning with RV-M8S and RV-M8R. These Products are designed for OEM applications, and certain features and functions are reserved for exclusive use by Raveon and certain OEM customers.

Buyers of the Products do not have the right to use the Products for any and all applications.

These terms and conditions ("Agreement") take precedence over Buyer's supplemental or conflicting terms and conditions to which notice of objection is hereby given. Acceptance by Buyer is limited to and conditioned upon Buyer's assent to these terms and conditions. By purchasing any of the Products, Buyer agrees to these terms and conditions, and the restrictions to the use of the Products and the use of Raveon's intellectual property contained in the Products.

Neither Seller's commencement of performance or delivery shall be deemed or constituted as acceptance of Buyer's supplemental or conflicting terms and conditions. Buyer's acceptance of the Products and/or Services from Seller shall be deemed to constitute acceptance of these terms and conditions contained herein. THESE TERMS AND CONDITIONS MAY ONLY BE WAIVED OR MODIFIED IN A WRITTEN AGREEMENT SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

All orders, shipments, supplies of seller's Products are made subject to these terms and conditions. Any conditions stipulated by the Customer which are different from these general conditions shall be valid only if expressly acknowledged by seller in writing by an authorized officer. This agreement constitutes the entire, complete and exclusive agreement between the parties relating to the Products and Services to be provided by seller.

2. Conditions of Use

2.1 General

Customer is granted a limited, non-exclusive license to use Seller's intellectual property rights incorporated in the Products (i.e. a program embedded in Seller's hardware or as flash software provided by Seller's) and software (i.e. a program to

be installed on Customer products to provide interoperability with Seller's firmware), without the right to sublicense, and only to operate the Seller's hardware. It is, unless authorized by mandatory provisions of law, forbidden to decompile, to detect the source code, the underlying user interface techniques or algorithms of the software, to change, reproduce or develop the firmware or software, to take action that would cause the Product's software to be placed in the public domain, open source community or general public libraries or to reproduce, change or reverse engineer the hardware.

2.2 Wireless Product Use Restrictions

"Paging" means communications utilizing POCSAG, FLAX, or Golan paging protocols.

Acknowledgment of Use Restrictions: Buyer expressly acknowledges and agrees that the Products purchased by Buyer from Seller may be used by Buyer for any lawful use except for the following "Use Restrictions":

- a1. Communicating with Medical Devices
- a2. Communicating and/or controlling irrigation equipment using Paging.
- a3. Foreign (non-USA) tactical military weapons systems.

Buyer expressly acknowledges and agrees that the Products purchased by Buyer may not be resold by Customer on a standalone basis. Customer expressly acknowledges and agrees to use the Products strictly in compliance with restrictions a1-a3 above.

If Buyer is a distributor, then notwithstanding the foregoing, such distributor Buyer acknowledges and agrees that it (i) will not use the Products for any of the restricted uses listed above, (ii) will resell the Products to third parties only in accordance with the restrictions set forth above, and (iii) will include such restrictions in its agreements with such third party purchasers.

3. Orders

All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must include delivery dates, quantities and a complete description of Products being purchased. Seller may in its sole discretion allocate available Product among its potential Buyers or existing customers. Seller may designate certain Products as non-cancelable, non-returnable ("NCNR") or customer specific ("CS") Products. The sale of such Products shall be subject to the special terms and conditions stated herein. Any product that is customized by the Seller at the request of the Buyer is NCNR.

3.1 Prices

(a) The prices of the Products are those specified on the front of Seller's invoice. Pricing for undelivered Product may be increased in the event of any increase in Seller's cost, change in market conditions or any other causes beyond Seller's reasonable control. Price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be cancelled or amended within that period upon notice to Buyer.

(b) Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, duties, and all taxes including, but not limited to, federal, state, provincial and local sales taxes; excise, value added, goods and services taxes; and any other taxes. Buyer agrees to pay these taxes unless Buyer has provided Seller with an exemption resale certificate in the appropriate form for the jurisdiction of Buyer's place of business and any jurisdiction to which Products

are to be directly shipped hereunder, or unless the sale is otherwise exempt from these taxes. Buyer agrees to indemnify and hold Seller harmless for any liability for taxes in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.

3.2 Non-Cancelable, Non-Returnable ("NCNR")

Orders for Product considered NCNR may not be cancelled and may not be returned for credit. Buyer agrees to purchase the quantities ordered. Buyer also agrees that all purchases of items designated as NCNR are final, and Seller has no obligation to accept the return of any NCNR items for any reason unless the Product is found to be damaged or defective when received by the Buyer, as long as the Buyer notifies the Seller within 10 days of receipt of any defective or damaged Product.

4. Limited Warranty

The following warranty information covers Products manufactured by Raveon. Items purchased from Raveon but manufactured by other companies carry the warranty as specified by the manufacturer. Raveon does not warrant products it distributes made by other companies. Software applications are sold with no warranty.

4.1 RavTrack, Atlas, Chargers, Base Stations, Accessories, Cables, Computers, and GPS Tracking Products

Seller warrants to the Buyer that the RavTrack and GPS Products it manufactures will be free from defects in materials and workmanship for a term of one (1) year beginning on the date of invoice.

4.2 M7 and M8 Series Radio Modems

Seller warrants to the Buyer that the product it manufactures will be free from defects in materials and workmanship for a term of two (2) years beginning on the date of invoice.

4.3 Application of Warranty

During the term of the warranty period Seller will repair or replace products covered under this limited warranty that are returned to Seller's facility.

Seller warrants that it will make all necessary adjustments, repairs, and replacements at no cost to the original owner during the warranty period if:

1. The Product fails to perform its specified functions due to failure of one or more of its components; or
2. The Product fails to perform its specified functions due to defects in workmanship; **and**
3. The Product has been maintained and operated by the owner in strict accordance with the written instructions for proper maintenance and use as specified in the User's Manual supplied with the Product.

The warranty provides only those benefits specified, and does not cover defects or repairs needed as a result of acts beyond the control of Seller, including, but not limited to:

1. Damage caused by abuse, accident, or negligence;
2. Damage caused by any tampering, alteration, or modification of the product;

3. *Damage caused by failure to maintain and operate the product in strict accordance with the written instructions for proper maintenance and use as specified in the User's Manual;*
4. *Damage caused by repairs or attempted repairs by unauthorized persons;*
5. *Damage caused by fire, smoke, falling objects, water or other natural events such as rain, floods, earthquakes, lightning, tornadoes, storms, etc.;*
6. *Damage due to external causes, including but not limited to, accident, problems with electrical power, lightning damage, liquids, chemicals, oxidation, corrosion, or exposure to the elements;*
7. *Damage caused by servicing not authorized by Seller or by use of parts and components not supplied by Seller; or*
8. *Damage caused by operation on improper voltages or use of improper loads.*
9. *Damage because of any use of the hardware after the Buyer should have knowledge of any defect in the hardware.*

Before purchase and use, Buyer should determine the suitability of the product for their intended use, and Buyer assumes all risk and liability whatsoever in connection therewith.

Seller shall not be liable for any injury, loss or damage, direct or consequential, arising out of the use, or inability to use the product.

4.4 Limitation of Liability

SELLER MAKES NO EXPRESS WARRANTIES OR CONDITIONS BEYOND THOSE STATED IN THIS WARRANTY STATEMENT. SELLER DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SOME STATES DO NOT ALLOW LIMITATIONS ON AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY.

SELLER DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE. UNDER NO CIRCUMSTANCES SHALL RAVEON'S LIABILITY EXCEED THE PURCHASE PRICE OF THE ITEM PROCURED BY THE CUSTOMER.

Seller shall not be required to repair or replace more than the component(s) of the hardware actually found to be defective. Seller's warranty liability shall not exceed the purchase price of such item. Repaired or replaced hardware will be warranted hereunder only for the remaining portion of the original warranty period.

Seller shall not be liable and shall not have to indemnify the Customer with respect to any claims arising out of or relating to either (a) the use or incorporation in any Product of any design, technique, modification or specification originating with, furnished or requested by the Customer or (b) the combination of the Products or elements thereof with or incorporation into the Products or elements thereof of any other product, software or subassembly if the infringement would not have occurred without such combination or incorporation or (c) the infringement of any method or

process in which any Products may be used but not covering the Products when used alone or (d) the modification of the Products by the Customer or any person or entity other than Seller, if the infringement would not have occurred without such modification or (e) the use of the Products other than as permitted in the related documentation.

5. Return Merchandise Procedures

A Buyer wishing to return products for any reason must use the following procedure:

- First, obtain a Return Merchandise Authorization (RMA) number by calling the Customer Service Department at 1-760-727-8004, or e-mailing sales@reveon.com
- Securely pack merchandise, using the original packaging if possible. All risk of loss or damage during shipment is borne by the Buyer. Buyer is therefore advised to insure shipments, and to use carriers that provide shipment tracking and proof of delivery.
- Print the RMA # on the outside of the box, and include a copy of the original packing slip to ensure proper handling of the return.
- Buyers are responsible for shipping charges back to RAVEON TECHNOLOGIES CORPORATION.
- Seller will cover ground shipping charges for Products shipped back to customers.
- Especially for international returns, Buyer must provide Seller with specific instructions to return Products in a manner consistent with any regulations on import taxes or duties to which the Buyer is subject.

5.1 Returns Shipping Policy

Buyer must pre-pay shipping and costs including insurance for any defective system or parts returned under this warranty. Seller shall not be liable for risk of loss or damage during shipment of returned Products or parts if Buyer fails to insure the shipment.

All Products must be shipped back to Seller in their original or equivalent packaging.

Seller will ship the repaired or replacement product(s) to Buyer via Ground Service (freight prepaid) to addresses in the continental United States. For shipments to other locations, Buyer must pre-pay any shipping charges, insurance, export taxes, custom duties and taxes including VAT taxes, or any other charges associated with transportation of your Seller's Products. Buyer assumes the risk of loss. Seller shall not be responsible for failure of the delivery service to make on-time delivery. If Buyer requests a shipping method other than Ground Service, Buyer must pre-pay the difference in cost before Seller will ship the replacement Product.

6. International Payment Terms

For standard items where estimated lead times to prepare the order are less than or equal to 3 weeks ARO, payment in full is expected at time of order.

For standard items where estimated lead times to prepare the order are greater than 3 weeks ARO, 50% down payment is expected at time of order, with the balance due prior to shipping.

For any standard items in quantities exceeding 100, or non-standard items in any quantities, payment and delivery schedules will be negotiated on an individual order basis.

All payments for international orders will be made via wire transfer, in United States Dollar currency. The Buyer is responsible for any wire transfer fees of the originating bank.

7. Domestic Payment Terms

Unless otherwise specified, payment terms are net 30 days from date of invoice on approved credit. Credit card payments will not be accepted without prior approval from Seller. Buyer's obligation to pay outstanding invoices and all other amounts is absolute and unconditional and is not subject to any abatement, reduction, set-off, defense, counterclaim, interruption, deferment or recoupment for any reason whatsoever. Balances remaining unpaid at due date are subject to a interest charge of 1.5% per month or the highest rate permitted by law, whichever is lower, until paid. Any discounts, rebates, administrative fees, credits, or other fees due or owed to Buyer will be applied against delinquent balances before payment or reimbursement is made.

Any disputed amounts should be reported immediately and remitted with the undisputed amount by the payment due date. If Seller agrees with the billing dispute, Seller will credit Buyer the amount of the agreed-upon billing dispute. All billing disputes must be made within three (3) months of the applicable invoice date, or will be deemed to be waived.

Custom products, engineering services, tooling, re-distributed items, and technical support require a 50% deposit at time of order.

8. Shipping Policy

8.1 International Shipping Policy

All shipments are made Ex Works Vista, CA. DHL is Seller's carrier of choice for international shipments but Seller reserves the right to choose an alternate carrier.

Buyer must prepay shipment and insurance costs based upon requested estimates, or may designate a freight carrier and account for Seller's use. Buyer is separately responsible for any tariff, customs, duties, or other related importation fees owed or incurred.

All shipments are insured for full value. Damage and loss are the responsibilities of the carrier. In the event of damage or loss, Seller will assist in making claims to the carrier, but is not responsible for the merchandise once it is delivered to the carrier.

8.2 Domestic Shipping Policy

All shipments are made FOB at Seller's facility in Vista, CA. UPS and FedEx are Seller's carriers of choice for domestic shipments but Seller reserves the right to choose an alternate carrier.

The customer must prepay shipment and insurance costs based upon requested estimates, or may designate a freight carrier and account for Seller's use.

All shipments are insured for full value. Damage and loss are the responsibilities of the carrier. In the event of damage or loss, Seller will assist in making claims to

the carrier, but is not responsible for the merchandise once it is delivered to the carrier.

9. Tax Information

Any tax, duty, custom or other fee of any nature imposed upon the Products, their sale, transportation, delivery, use or consumption shall be paid by Buyer.

10. Miscellaneous

10.1 Order Fulfillment

Seller will use its reasonable efforts to fill orders, but Seller shall not be liable for nonperformance or delays caused by a shortage of raw materials, manufacturing problems, delivery or labor problems, priorities, acts of regulatory agencies or judicial bodies, discontinuation of a product line, acts of God or third parties, infringement claims, or other causes beyond its reasonable control. Buyer agrees that in such events Seller may allocate products among all purchasers as it deems reasonable, without liability. Seller reserves the right from time to time to substitute a product with a product that has the same function as such product, or to delete a product.

10.2 California Law

The Products are sold subject to California law. These terms and any dispute or claim relating to these terms or the sale of Products ("Claim") shall be governed by and construed under California law, notwithstanding its law of conflicts of law. If any Claim cannot be settled amicably between the parties, such Claim shall be settled by arbitration in San Diego County, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

No Product may be used in medical devices without the expressed written consent of Seller.

10.3 Technical Information

Information, data and drawings in brochures, datasheets, catalogues and Seller's website are not binding. The information does not constitute a warranty of characteristics. Seller reserves the right to modify technical information without notice.

11. Intellectual Property

If any Product includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, if any, for such Products, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Buyer acknowledges and understands that Seller is not the manufacturer of any software Products ordered or to be supplied to Buyer and is not liable to Buyer or any third party for any

copyright, design or patent issue, right or claim that may arise in relation to any Product.

In all cases, all intellectual property rights in and to, and all technology relating to, the Products supplied to Buyer, their design and all improvements thereto or thereof, whether or not such Product, design or improvement is made pursuant to Buyer's specifications or at Buyer's expense, shall be and remain the exclusive property of Raveon.

12. Export Control/Use of Products

Buyer certifies that it will be the recipient of Products to be delivered by Seller. Buyer acknowledges that the Products are subject to the export and/or import control laws and regulations of various countries including the Export Administration Laws and Regulations of the United States. Buyer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required and acknowledges that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Products sold by Seller cannot be transferred, sold or re-exported to any party on the Entity List or Restricted Person List of the U.S. Department of Commerce, Bureau of Export Administration (BXA), any party designated by the U.S. Treasury Departments Office of Foreign Assets Control, and any party debarred or sanctioned for proliferation or terrorism reasons by the U.S. State Department.

Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

13. Force Majeure

Seller shall not be liable for its inability to secure sufficient quantities of any Product or failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labor, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to Buyer.

14. Non-Waiver

No course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of that term, right or condition nor shall Seller's acceptance of a purchase order be deemed as an acceptance of any terms and conditions therein.

15. Entire Agreement

This Agreement (together with any agreements, policies or terms incorporated by reference) shall constitute the complete, final and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter of this Agreement and the transactions between the parties and shall not be modified or rescinded, except by a writing signed by Seller and Buyer. The provisions of this Agreement supersede all prior oral and written quotations, communications, agreements, and understandings of the parties with respect to the subject matter of this Agreement. Products furnished and services rendered by Seller are done so only in accordance with these terms and conditions. If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.

16. General

As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by Buyer, by operation of law, merger or otherwise, without the prior written consent of Seller. Any attempted or purported assignment shall be void. Seller's obligations under these terms and conditions may be performed by divisions, subsidiaries or affiliates of Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder.

17. Personal Data and Privacy

The use of any personal data collected or exchanged in connection with any orders for Products shall be governed by Seller's Privacy Policy as updated from time to time, the terms of which are incorporated herein by reference as if fully set forth herein. A copy of Seller's Privacy Policy may be obtained from its Website.

Raveon Technologies Corporation

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