

**COMTECH PST CORP.**  
**STANDARD TERMS AND CONDITIONS OF SALE**  
**(International)**

**1. ACCEPTANCE:** This order contains all of the terms of the purchase and sale between Seller and the Buyer and supercedes all prior correspondence, offers, representations and negotiations between them to the extent that they will conflict or are in addition to the terms contained herein, being intended as a final expression and complete and exclusive statement of the terms of the agreement. Acceptance by the Seller of the Buyer's purchase order is expressly made conditional on the Buyer's assent to the terms herein. Acceptance of the products described herein ("product") shall constitute acceptance of the terms hereof.

**2. WARRANTY:** Seller warrants for a period of twelve (12) months from the date of original shipment, that the product will be free from defects in material and workmanship and will be in conformity with the specifications and drawings included in the contract (the "Specifications"). This warranty does not cover any damage to product that results from improper installation, accident, misuse, abuse, insufficient or excessive electrical supply, or product that is opened or altered in any way without prior written authorization from the Seller.

Buyer shall request written return material authorization (RMA) within the warranty period prior to the return of any nonconforming product. If a product is found defective or not in conformance with the Specifications, it will be subject to adjustment only if written authorization is requested within twelve (12) months from the date of original shipment by Seller and within thirty (30) days of the discovery of the defect by the Buyer. Requests for RMA should list product description, part number, serial number, quantity of product involved, the reason for return, information concerning operating conditions involved, and the period of use. In addition, the Buyer's original purchase order number must be cited. Once an RMA is obtained products must be shipped, transportation prepaid, within thirty (30) days by the most practical method of shipment. The Seller RMA number must be prominently displayed on the outside of the package and cited in the accompanying paperwork from the Buyer. Seller can accept no billing for packing, inspection, labor charges or other incidental costs in connection with any products returned for adjustment.

Unless otherwise requested by the Buyer, returned products found not subject to warranty adjustment will be sent back to the Buyer, transportation collect.

With respect to products found defective or not in conformity with applicable Specifications, adjustment will take the form, at Seller's option, of replacement or repair of the defective or nonconforming product, FOB Seller's plant. Buyer's sole and exclusive remedy for breach of warranty is limited to repair or replacement of defective product as set forth herein. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IN NO EVENT SHALL SELLER BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR COST ARISING FROM BREACH OF THIS WARRANTY.

In the event of replacement or repair pursuant to the foregoing warranty or at Buyer's expense, the validity of the foregoing warranty shall be twelve (12) months from the date of shipment of the repaired product less the period of time between the date of original shipment and the date of which Seller received return of the product for repair.

**3. TITLE AND RISK OF LOSS:** Passage of title and right to possession to the products shall remain with the Seller until all payments hereunder shall have been made in full in cash. The Seller reserves the right to decline to make deliveries hereunder except for cash whenever the Seller in its absolute discretion determines that the Buyer is not financially responsible; and in such event the Seller shall not be liable for the failure to deliver in whole or in part. Partial and/or early shipments shall be permitted, and if delivery is to be made in installments, no breach with respect to any installment shall be deemed to be a breach of the entire contract. The Buyer may not cancel this contract except upon the written consent of the Seller. The risk of damage to or destruction of the products shall be borne by the Buyer at all times after delivery by the Seller to a carrier for shipment. The Seller shall not be liable by reason of any delays in delivery caused by war, fire, strikes, floods, accidents, Government priorities or regulations, shortages of material or causes beyond its reasonable control. It is understood that the nonoccurrence of such events is among the basic assumptions upon which commitments by the Seller hereunder are made. The Seller will use its best efforts to meet the time for delivery specified in the purchase order, but does not assume a firm obligation for delivery at that time.

**4. GOVERNING LAW:** The contract shall be subject to, governed by and construed in accordance with the laws of the State of New York. A waiver by the Seller of any of the terms and conditions of the contract shall not be deemed to be a continuing waiver but shall apply solely to the instance to which the waiver is directed. No action shall be brought for any breach of this contract more than one (1) year after the accrual of the cause of action therefor.

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**5. INVALIDITY OF ANY PROVISION:** If any term or provision of this agreement, or the application thereof to any circumstance shall be invalid or unenforceable, the remaining terms or provisions shall not be affected hereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

**6. TAXES:** Prices as stipulated herein are free and clear of any and all non-U. S. Government or local taxes and import and export duties; all of which are the sole responsibility of the Buyer.

**7. GENERAL:** IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. SELLER'S LIABILITY ON ANY CLAIM FOR LOSS, COST, DAMAGE, EXPENSES, OR OTHER LIABILITY ARISING OUT OR CONNECTED WITH THIS CONTRACT, OR ANY OBLIGATION RESULTING THEREFROM, OR THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR OR USE OF ANY PRODUCT COVERED BY THIS CONTRACT (INCLUDING BUT NOT LIMITED TO, LOSS OR LIABILITY ARISING FROM BREACH OF CONTRACT) SHALL IN NO CASE EXCEED THE UNIT PRICE OF SUCH EQUIPMENT OR PART THEREOF INVOLVED IN SUCH CLAIM.

**8. TERMINATION:** In the event the Buyer provides written notice to the Seller of its intent to terminate the purchase order, in whole or part, for Seller's failure to perform in accordance therewith, the Seller shall be entitled to a sixty (60) days period from such notice to cure such failure. If after expiration of this sixty (60) days period, the Seller has not cured such failure, the Buyer's sole remedy shall be to terminate the purchase order, in whole or part as applicable, at no cost. This order may not be terminated for convenience.

**9. ARBITRATION:** All disputes arising in connection with this purchase order shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by three arbitrators, appointed in accordance with the said Rules. The meetings shall be held in The Hague, The Netherlands.

**10. PAYMENT:** Payment shall be net thirty (30) days after delivery of the products, F.C.A. Melville, New York, US, INCOTERMS 2010.

**11. INSPECTION AND ACCEPTANCE:** Final inspection and acceptance of the products shall be at Seller's facility in Melville, New York. In the event the Seller has agreed to source inspection of the products, Seller will provide the Buyer with two (2) weeks notice prior to the date of such tests. In the event source inspection is waived, not specified, or not available within said two (2) week period, final inspection and acceptance will be by Seller Certificate of Compliance.

**12. EXPORT CONTROL REGULATIONS:** Buyer shall comply with all U.S. Government export control regulations, 22 CFR Parts 120-130, International Traffic in Arms Regulations (ITAR), and 15 CFR Parts 730-774, Export Administration Regulations (EAR), as applicable, before (a) disclosing to foreign nationals the Seller's technical data, including drawings and specifications, or (b) providing foreign nationals with access to Seller's supplied equipment, or technology.

The Buyer is hereby notified that pursuant to 22 CFR 122.1(a) (International Traffic in Arms Regulations – ITAR), any person who engages in the United States in the business of manufacturing or distributing defense articles is required to register with the U.S. Department of State, Directorate of Defense Trade Controls.

**13. ELIGIBILITY TO ACCEPT U.S. CONTRACT:** Buyer certifies by acceptance of the purchase order, that they are not included on any export debarment list. Buyer agrees to provide immediate written notice to the Seller if, during the term of the purchase order, the Buyer or any of its Principals are debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in any U.S. contract or export transaction. Buyer agrees that debarment, suspension, proposed debarment or suspension, ineligibility or exclusion of Buyer, or any of its Principals, may constitute cause for immediate termination of the purchase order/contract unless corrective action is taken to the satisfaction of the Seller.

**14. FOREIGN NATIONALS:** Buyer is hereby notified that technical specifications, drawings, or information (technical data) provided by Seller may be subject to U.S. Government export control regulations (ITAR) (22 CFR 120-130) or (EAR) (15 CFR 730-774). Applicable export control regulations may restrict access to Seller's technical data and equipment to U.S. citizens and permanent residents only. It is Buyer's responsibility to obtain from Seller the appropriate export classification of technical data or other items provided by Seller pursuant to this order if Buyer will engage in any exports of such technical data or items. Buyer is prohibited from providing any transmission or access (e.g., visual or electronic), of any technical data, including drawings and specifications that are designated by the

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Seller as subject to the ITAR under this Purchase Order/Subcontract, to any Foreign Person\*. The prohibition regarding Foreign Person access includes the Buyer's foreign employees, subcontractors or visitors.

\**Foreign Person* means any person who is not a U.S. citizen or Green Card Holder as defined by 8 U.S.C. 1101(a)(20).

**15. EXPORT CONTROLLED DATA:** Buyer is hereby notified that any technical specifications, drawings, or information (technical data) provided by the Seller that are marked or labeled as containing U.S.-origin technical data controlled under the International Traffic in Arms Regulations ("ITAR") are subject to the U.S. Government export control laws and regulations. Buyer is obligated to comply with the ITAR and shall indemnify Seller for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by the Seller in connection with any violations of such laws and regulations by Buyer.

**16. EXPORT LICENSE:** If required, the Seller will be responsible for obtaining a valid U.S. export license, unless otherwise agreed to by the parties. In the event the Seller is unable to obtain a valid export license, the contract will automatically terminate at the mutual convenience of both parties and the Buyer shall reimburse the Seller for costs incurred through said termination.

**17. LETTER OF CREDIT:** The Buyer agrees at time of order placement to open an irrevocable documentary Letter of Credit (LOC) in favor of the Seller confirmed by a prime New York bank, payable at sight upon presentation of Seller's draft. In the event the required LOC is not in-place at time of order placement, the Seller shall not comment work and shall be entitled to a day-for-day delay in schedule until the Seller determines that the LOC is properly in-place. In the event the required LOC is not in-place within fifteen (15) days after placement of an order, the Seller may terminate the order and the Buyer shall reimburse the Seller the costs incurred through said termination. In addition, Buyer is responsible for all bank charges relative to the LOC.

**18. ANTI-CORRUPTION OBLIGATIONS:** The U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries generally prohibit making, promising, or offering payments or gifts to government officials to obtain or retain business or to secure any improper business advantage. Buyer will not offer or make any payments or provide anything of value to a government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with the products. In the event of an alleged breach of the anti-corruption obligations, the Buyer shall cooperate in good faith with Comtech PST to determine whether an alleged breach occurred. In such case, the buyer shall furnish to Comtech PST all information requested to establish compliance with the Buyer's anti-corruption obligations.

**19.** Notwithstanding the Terms and Conditions of the Buyer's purchase order, Seller's Terms and Conditions of Sale shall prevail.