

## GENERAL TERMS AND CONDITIONS OF SALE

- 1. Applicability; Express Rejection of Other Terms.** These terms and conditions of sale (these "Terms"), together with any other documents that HEATSIECKER, its subsidiaries, parents, authorized distributors or resellers (collectively, HEATSIECKER) has attached hereto or executed that specifically references these terms and conditions (such as a purchase order confirmation, quotation, proposal, standing order, credit application or letter of authorization (collectively, the "Agreement")) constitute the entire binding agreement between HEATSIECKER and you ("Customer") regarding the purchase, use, and/or resale of products, equipment, services, software and support from HEATSIECKER (collectively, the "Products") and supersedes all other agreements and understandings, whether written or oral, between the parties. The purchase and sale of Products may be accomplished through HEATSIECKER's website [www.HEATSIECKER.com](http://www.HEATSIECKER.com) (the "Website"), or purchase order. Customer will be deemed to have assented to these Terms upon Customer's placement of an order with HEATSIECKER either manually or after performing a click-through of these Terms on the Website prior to order confirmation. All orders received by Customer are subject to acceptance by HEATSIECKER. Notwithstanding anything herein to the contrary, failure of HEATSIECKER to object to provisions contained in any purchase order or other form or document from Customer shall not be construed as a waiver of these Terms nor an acceptance of any such provision. The latest version of these Terms will be posted on the Website. The Terms may change without prior written notice at any time, in HEATSIECKER's sole discretion. If Customer is making a purchase through the Website, Customer should also carefully review HeatSiecker's Terms of Use that generally applies to the use of the Website along with HeatSiecker's Privacy Policy.
- 2. Customer's Use Only/No Resale.** The purchase of Products conveys to Customer the non-transferable right for only Customer to use the Products and components of Products purchased in compliance with the applicable use of the Products and any label documentation accompanying the Products. Customer has no right to resell the Products, or any portion of them to a third party outside of Customer's organization, and any such purchase a by an unauthorized reseller shall be strictly prohibited, unless Customer is an authorized distributor or reseller of HEATSIECKER.
- 3. Prices and Payment Terms.**

  - a. Prices. All prices on the Website or quoted by HEATSIECKER to Customer are based upon delivery when goods are loaded on the carrier at HEATSIECKER's premises in Martell, Nebraska, USA exclusive of shipping, insurance, freight and other installation charges, all of which are the responsibility of Customer. All prices and other amounts payable to HEATSIECKER are exclusive of and are payable without deduction for any sales, use, excise, value added, withholding or other taxes, customs duties, tariffs or charges hereafter claimed or imposed by any governmental authority upon the sale of the Products, all of which will be paid by Customer. Any such charges will be added to the Product invoice or subsequently invoiced and billed to Customer. In the event that HEATSIECKER is required to pay any such tax, duty or charge, Customer will promptly reimburse HEATSIECKER. Typographical or other clerical errors in stated prices are subject to correction by HEATSIECKER at HEATSIECKER's sole discretion.
  - b. Payment Terms. For all sales complete through the Website, payment shall be due upon placement of Customer's order. For all other sales, unless otherwise agreed to by HEATSIECKER in writing, payment of all invoiced amounts shall be due and payable net thirty (30) days of HEATSIECKER's invoice. In cases of sales completed through the Website, any amounts due that are not paid to HEATSIECKER (for any reason) shall become immediately delinquent from and after the date the Customer's order was placed. Customer

shall make all payments in immediately available U.S. Dollars ("USD"), without set-off, deduction or withholding of any kind and must be made by check (drawn on a U.S. bank) wire transfer or major credit card. Customer shall pay interest on all late or delinquent payments at the lesser of the rate of 1.25% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Customer shall reimburse HEATSIECKER for all costs incurred in collecting any late or delinquent payments, including, without limitation, attorneys' fees. HEATSIECKER shall have the right of setoff in the amount of all late or delinquent payments, against any amounts that HEATSIECKER may owe Customer, if any. HEATSIECKER shall have all other remedies available to it under these Terms, at law or in equity, including but not limited to, the right to defer further shipment of Products until payments are made and satisfactory credit arrangements are re-established or cancel the unshipped balance of any order. Customer hereby grants HEATSIECKER a security interest in the Products or any deliverable in the amount of the unpaid balance of the purchase price until paid in full. Customer acknowledges and agrees that HEATSIECKER may file a financing statement for such security interest and Customer shall sign any such statements or other documents necessary to perfect Customer's security interest.

4. **Shipment and Delivery.** HEATSIECKER shall prepare and pack for shipment Products in accordance with good commercial practices. All Product prices exclude costs of shipping and handling and insurance. Unless specifically stated otherwise in the purchase order, HEATSIECKER will deliver the Products in accordance with HEATSIECKER's standard practices. Unless otherwise agreed, all costs of handling, carriage, shipment, freight, insurance, taxes duty and other related transport charges in connection with the delivery of the products will be added to the amount payable by Customer to HEATSIECKER.
5. **Title to Products; Risk of Loss.** Title to and all risk of loss concerning the Products shall pass to Customer upon the delivery of the Products to the carrier. The carrier shall be deemed Customer's agent, and any claims for damages in shipment must be filed with the carrier. HEATSIECKER is authorized to designate a carrier pursuant to HEATSIECKER's standard shipping practices unless otherwise specified in writing by Customer. Customer's rejection of any Products shall not shift such risk until the Products are returned to HEATSIECKER, freight prepaid, pursuant to HEATSIECKER's written authorization. Customer hereby expressly acknowledges and agrees that Neb. U.C.C. § 2-510 shall not apply to this Agreement.
6. **Manufacturing.** At the sole and absolute discretion of HEATSIECKER, the Products may be manufactured in whole or in part by HEATSIECKER or by third parties subcontracted by HEATSIECKER.
7. **Returns.**
  - a. Customer Inspection. Promptly upon receipt of a shipment of the Products, Customer shall inspect the shipment for shortages, defects, damage or nonconformance with purchase order specifications. Under-delivery of the Products shall not give Customer any right to reject the Products delivered or to claim damages, and Customer shall be obligated to accept and pay the contract rate for the quantity of Product delivered. Within ten (10) days of receipt of the shipment, Customer shall notify HEATSIECKER in writing of any shortages, defects, damage or nonconformance that Customer claims existed at the time of delivery. HEATSIECKER will replace the missing or nonconforming Products with conforming products within ten (10) business days of receipt of such notice. If no rejection notice is received, Customer will be deemed to have accepted the all Products in shipment. Notwithstanding the foregoing,

Customer may not return any Products listed on its Website, catalogs or other sales materials as non-returnable.

- b. Conditions. Returned Products must be in original shipping cartons or equivalent. Products are returnable only as provided herein. Products otherwise shall be non-returnable and the prices shall be non-refundable. Customer may only return erroneously shipped Products or Products that were damaged prior to shipment by HEATSIECKER. Products damaged after shipment by HEATSIECKER may only be returned upon prior written approval by HEATSIECKER, which may be withheld in HEATSIECKER's sole discretion. Any claims for damage to Products after shipment by HEATSIECKER shall be made by Customer against the carrier and/or insurer of such Products. In order to be eligible to receive credit for returned Products, Customer must adhere to HEATSIECKER's then-current returns processing guidelines. HEATSIECKER's sole liability for any returned Products will be acceptance of their return and issuance of credits pursuant to HeatSiecker's then-current returns processing guidelines. If Customer desires to return any Products, Customer must initiate a new purchase order for the replacement products. HEATSIECKER disclaims all responsibility for Products damages or lost in transit during the court of any return.
- 8. Limited Warranty.** The limited warranty provided herein is personal to the Customer as the original buyer or user and may not be transferred or assigned to a third-party, including an affiliate of Customer without HEATSIECKER's prior written consent. The limited warranties described in these Terms exclude any stand-alone third party goods that may be acquired or used with the Products.
- a. Limited Warranty. HEATSIECKER warrants that for a period of 1 year (12 months) from the date of shipment of the Antennas from HEATSIECKER, the Antennas sold hereunder will be free from material defects in materials and workmanship and will conform to HEATSIECKER's published specifications for such Products in effect as of the date of manufacture. If during the warranty period (i) HEATSIECKER is notified within fifteen (15) days in writing upon discovery of any defect in the Antenna, including a detailed description of the alleged defect, (ii) such Antenna is returned, transportation charges prepaid, to HEATSIECKER's designated manufacturing facility; and (iii) HEATSIECKER inspections and tests determine that the Antenna is indeed defective and there are no exclusions for coverage as set forth below, then Customer's sole remedy and HEATSIECKER's sole obligation under the foregoing warranty shall be to repair or replace the defective Antenna without charge. Any Antenna that has been either repaired or replaced under this limited warranty shall have warranty coverage (parts only) for the longer of ninety (90) days or the remaining original warranty period. Replacement parts and/or replacement Products used in the repair or replacement of Products may be new or equivalent to new at HEATSIECKER's sole discretion.
  - b. Exclusions from Coverage. The foregoing limited warranty is inapplicable and exclude any defect, damage or malfunction resulting from (i) abuse, misuse, negligence, improper storage, improper testing, improper handling or modification of any of the Products or any component thereof by Customer or any other third party; (ii) unauthorized repair service to the Product or Antenna provided by third parties other than HEATSIECKER; (iii) failure of Customer to follow installation and/or operating manual instructions or specifications; (iv) failure due to an Act of God, including but not limited to fire, flood, tornado, earthquake, hurricane or lighting; or (v) use with a third party's product (unless the operating manual instructions or specifications for the Product expressly state such third party's product is for use with the Product).

c. **Disclaimer.** HEATSIECKER MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (I) WARRANTY OF MERCHANTABILITY; (II) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (III) WARRANTY OF TITLE; (IV) ANY WARRANTY, GUARANTEE, OR REPRESENTATION THAT ANY TESTS OR RESULTS FROM THE USE OF THE PRODUCTS OR CORRESPONDING DATA IS ERROR FREE, ACCURATE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR (V) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY (EXCEPT FOR THE IMPLIED WARRANTY OF TITLE); WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. NO AGENT, EMPLOYEE OR REPRESENTATIVE OF HEATSIECKER HAS ANY AUTHORITY TO BIND HEATSIECKER TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY EXCEPT AS STATED IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HEATSIECKER HEREBY EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ANY WARRANTY REGARDING RESULTS OBTAINED THROUGH THE USE OF THE PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY CLAIM OF INACCURATE, INVALID OR INCOMPLETE RESULTS.

9. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HEATSIECKER OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, LOST REVENUE OR PROFITS, LOSS OF USE, DATA OR BUSINESS LOSS OR DIMINUTION IN VALUE, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH, WITHOUT LIMITATION, THE SALE OF THE PRODUCTS, THEIR USE, HEATSIECKER'S PERFORMANCE OR ANY OF THESE TERMS, HOWEVER ARISING OR CAUSED AND ON ANY THEORY OF LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT HEATSIECKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, HEATSIECKER'S TOTAL AND CUMULATIVE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING WITHOUT LIMITATION, THE PRODUCT (INCLUDING USE THEREOF) AND HEATSIECKER'S PERFORMANCE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID TO HEATSIECKER FOR THE PARTICULAR PRODUCT CONTAINED IN THE PARTICULAR ORDER THAT DIRECTLY CAUSED THE LIABILITY. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY EVEN IF HEATSIECKER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. **Indemnity.** CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS HEATSIECKER, ITS AFFILIATES, SUCCESSORS AND PERMITTED ASSIGNS AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, ACTIONS, LIABILITIES, COSTS

**OR DAMAGES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT FEES' AND OTHER REASONABLE COSTS OF LITIGATION) INCURRED IN CONNECTION WITH, OR ARISING OUT OF, (A) ANY CUSTOMER MODIFICATION OF THE PRODUCTS; (B) SPECIFIC MODIFICATIONS TO THE PRODUCTS REQUESTED BY CUSTOMER AND PERFORMED BY HEATSIECKER; (C) ANY BREACH OF THESE TERMS BY CUSTOMER; AND (D) ERRORS OR OMISSIONS OF CUSTOMER OR ANY OF ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, PARTNERS, SHAREHOLDERS, AFFILIATES OR REPRESENTATIVES.**

- 11. Sales Literature.** HEATSIECKER has made a diligent effort to accurately illustrate and describe the Products on its Website and in its catalogs or other sales materials. The illustrations and descriptions, however, are for the sole purpose of identification and do not express or imply any warranty in addition to the limited warranty provided herein or that the Products will be conform to the exact illustrations and descriptions represented.
- 12. No License to Intellectual Property.** The sale of the Products will not confer upon Customer any license, express or implied, under any patents, trademarks, trade names, designs or other proprietary rights owned or controlled by HEATSIECKER, its subsidiaries or affiliates; it being specifically understood and agreed that all the rights are reserved to HEATSIECKER its subsidiaries or affiliates. Without limiting the foregoing, Customer will not, without HEATSIECKER's prior written consent, use any patent, trademark, trade name, design or other proprietary rights of HEATSIECKER in connection with any of the Products, other than with respect to HEATSIECKER authorized resale of the Products pre-marked or packaged by or on behalf of HEATSIECKER.
- 13. Compliance with Law.** Customer shall comply with all applicable laws, regulations and ordinances. Customer shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement. Customer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any authorized resale of the Products by Customer. Customer assumes all responsibility for shipments of Products requiring any government import clearance. HEATSIECKER may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.
- 14. Waiver.** No waiver by HEATSIECKER of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by HEATSIECKER. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 15. Entire Agreement.** These Terms supersede all prior communications, transactions, and understandings, whether oral or written, and constitute the sole and entire agreement between the parties pertaining to the referenced quotation or purchase order, provided that: (A) these Terms shall not, without HEATSIECKER's prior written consent, supersede any conflicting terms of prior written agreements duly executed by HEATSIECKER.
- 16. Force Majeure.** HEATSIECKER shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any of the terms hereof when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of HEATSIECKER including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war

is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or Customer's fault or negligence. In the event of any such delay the date of delivery shall, at the request of HEATSIECKER, be deferred for a period equal to the time lost by reason of the delay.

- 17. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- 18. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto, and the authorized distributors and resellers of HEATSIECKER, and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms
- 19. Governing Law.** All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Nebraska, USA without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska, USA or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nebraska, USA.
- 20. Waiver of Jury Trial.** THE PARTIES IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSSCLAIM IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY PURCHASE FROM HEATSIECKER, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.
- 21. Severability.** If any term or provision of the Terms is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision hereof or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 22. Assignment.** Customer shall not assign or transfer these Terms or any rights or obligations under these Terms, whether voluntary or by operation of law, without HEATSIECKER's prior written consent. HEATSIECKER may assign or transfer these Terms to any successor by way of merger, acquisition or sale of all or substantially all of the assets related to these Terms. HEATSIECKER or any successor may assign all or part of the right of payment under these Terms. Any assignment or transfer of these Terms made in contravention of the terms hereof shall be null and void. Subject to the foregoing, these Terms shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns.
- 23. Export Compliance.** Customer shall not transfer, resell, or export any Products (A) into, or to a national or resident of, any country to which the United States has embargoed goods, (B) to anyone on the United States Treasury Department's list of Specially Designated Nationals, (C) the U.S. Department of Commerce Denied Persons List, (D) the U.S. Department of Commerce Denied Entity List, (E) to parties directly or indirectly involved in the development or production of nuclear, chemical, biological weapons, or in missile technology programs as specific in the United States Export Administration Regulations (15 C.F.R. 744), or (F) in violation of any such limitations imposed by the

United States or any other appropriate national government authority, as they may exist from time to time. By using the Products, Customer represents and warrants that Customer is not located in, under the control of, or a national or resident of any such country or on any such list. Customer acknowledges that it is Customer's sole responsibility to comply with any and all government export and other applicable laws and that HEATSIECKER has no further responsibility for such after HEATSIECKER's delivery of the Product to Customer. Customer will further defend, indemnify, and hold harmless HEATSIECKER from and against all fines, penalties, liabilities, damages, costs (including reasonable attorney's fees), and expenses incurred by HEATSIECKER as a result of any violation of such laws or regulations by Customer or any of its agents or employees.