

# Terms And Conditions



SALES OF PRODUCTS AND SERVICES ("PRODUCTS") BY STAR COMMUNICATIONS, INC. ("STAR") ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT"). REGARDLESS OF OTHER OR ADDITIONAL TERMS OR CONDITIONS IN ANY CUSTOMER ("CUSTOMER") DOCUMENT, PURCHASE ORDER, OR OTHER COMMUNICATION ("ORDER"), AND/OR STAR COMMUNICATIONS' FAILURE TO OBJECT TO CONFLICTING OR ADDITIONAL TERMS, THE TERMS OF THIS AGREEMENT WILL NOT CHANGE.

1. **ORDERS.** All orders are subject to acceptance by Star. Star reserves the right to allocate the sale of Products among its customers. The Customer may not cancel or reschedule orders without Star's consent, which shall not be unreasonably withheld. Canceled orders are subject to a 25% cancellation fee. Returned orders are subject to a 25% restocking fee. Customer cannot return Products without a return material authorization (RMA) number.

2. **PRICES.** Star's quoted prices are applicable for thirty days or as otherwise stated in its quote. Star may increase its prices if Star's costs increase or in other circumstances beyond Star's reasonable control. Prices are for Products only, and do not include taxes, impositions and any other charges, fees, shipping charges, and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

3. **PAYMENT.** Payment of the total invoice amount is due 30 days from the invoice date. On any past due invoice Star may charge interest, from the due date to the date of payment, at 1.5 % per month, plus collection costs and reasonable attorney fees. Star may change the terms of Customer's credit at any time. Star may apply payments to any of Customer's accounts.

4. **TITLE AND DELIVERY.** Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. Star's delivery dates are estimates only. Star is not liable for delays in delivery. Star reserves the right to make partial shipments, and the Customer will accept delivery and pay for the Products delivered. Delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

5. **ACCEPTANCE.** Customer must notify Star in writing of any shortage, damage, or other discrepancy to Products within ten days after delivery. After the tenth day, the Customer is deemed to have accepted the Products and may not revoke acceptance. Customer must ship unacceptable Products, freight prepaid, to Star within ten days after delivery. At Star's discretion, any Products subsequently found to be acceptable will be returned to Customer, freight collect, or held for Customer's account at the Customer's expense.

6. **LIMITED WARRANTY.** Star warrants Products to be free from manufacturing defects, when in normal use, for a period of thirty days from the date of delivery. STAR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. STAR MAKES NO WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR NON-INFRINGEMENT. If Products do not meet manufacturer's specifications, Star has the option to (1) repair the Products, (2) replace the Products at no cost to the Customer; or (3) refund Customer's purchase price. Customer must ship Products to Star, along with acceptable proof of purchase, within thirty days from date of delivery, with freight charges prepaid.

7. **LIMITATION OF LIABILITY.** STAR IS NOT LIABLE FOR AND CUSTOMER IS NOT ENTITLED TO ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; FOR EXAMPLE LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF DATA, REWORK EXPENSE, MANUFACTURING EXPENSE, LOSS OF CUSTOMERS, OR INJURY TO REPUTATION. CUSTOMER'S RECOVERY FROM STAR FOR ANY DIRECT DAMAGES WILL NOT EXCEED THE PRICE OF THE PRODUCT AT ISSUE. CUSTOMER WILL INDEMNIFY, DEFEND, AND HOLD STAR HARMLESS FROM ANY CLAIMS BASED ON (i) STAR'S COMPLIANCE WITH CUSTOMER'S DESIGNS, SPECIFICATIONS, OR INSTRUCTIONS, (ii) MODIFICATION OF PRODUCTS BY ANYONE OTHER THAN STAR, OR (iii) USE IN COMBINATION WITH OTHER PRODUCTS.

8. **FORCES BEYOND STAR'S CONTROL.** Star is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control; for example, acts of God, acts of terrorism, natural or man-made disasters, medical crises, acts or omissions of

the Customer, materials shortages, strikes, delays in transportation, or inability to obtain materials or labor through its regular sources.

9. **USE OF PRODUCTS.** Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such use or sale is at Customer's sole risk. Customer will indemnify, defend and hold Star and the subassembly and component manufacturers harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

10. **EXPORT CONTROL.** Certain Products sold by Star and other related technology and documentation are subject to export control laws, regulations, and orders of the United States and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export, re-export, or import as may be required.

11. **PRODUCT INFORMATION.** Product information, including information related to a Product's specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by Star from its suppliers or other sources. Such information is provided by Star on an "AS IS" basis. Star makes no representation as to the accuracy or completeness of the Product information, and disclaims all representations, warranties and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. Star recommends that Customer validate any Product information before using or acting on such information. All Product information is subject to change without notice. Star is not responsible for typographical or other errors or omissions in Product information.

## 12. GENERAL

a. Customer and Star are independent contractors and agree that this Agreement does not establish a joint venture or partnership.

b. This Agreement can only be modified in writing signed by authorized representatives of both Customer and Star.

c. Star's failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.

d. Customer and Star will comply with applicable laws and regulations.

e. Customer may not assign this Agreement without the prior written consent of Star. Star or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successors and assigns.

f. Statements or advice, whether technical or otherwise, if given without charge are an accommodation to Customer and Star has no responsibility or liability for the content or use of such statements or advice.

g. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.

h. The unenforceability of any of these terms or conditions will not affect the remainder of the terms and conditions.

i. The laws of the Commonwealth of Virginia will exclusively govern any dispute between Customer and Star. The United Nations Convention for the International Sale of Goods shall not apply.