



INFINITE ELECTRONICS INTERNATIONAL, INC.

PASTERNAK BRAND

17792 FITCH

IRVINE, CA 92614

Web: www.pasternack.com

Phone: 866-727-8376

Fax: 949-261-7451

Email: sales@pasternack.com

Sales Order No	Date
W273733	8/18/2020
Page(s)	1

Federal ID #55-0887695

Cage Code #53919

ORDER ACKNOWLEDGEMENT

REMIT PAYMENT TO: Infinite Electronics International, Inc., PO BOX 848911, LOS ANGELES, CA 90084

Bill To: MBARI
7700 Sandholdt Road
Moss Landing, CA 95039
United States

Ship To: MBARI
Mark Chaffey
7700 SANDHOLDT RD
Moss Landing
MOSS LANDING, CA 95039-9644
United States

Sales Person	Date Ordered	Shipment Date	Ship Via	INCOTERMS	Terms
Ha Dang	8/18/2020	8/18/2020	UPS Ground	FCA - Shipping point	VISA

Freight Terms	Contact	Email Address	Phone No.	Customer No.	Purchase Order No
Prepaid	Mark Chaffey	chma@mbari.org	831 236 5191	86707	W273733

Item No.	Cable UOM	Description	HTS No. / ECCN Code	UOM	Quantity	Unit Price	Total Price
PE38040/YW-48		75 Ohm Mini SMB Plug to 75 Ohm BNC Male Cable 48 Inch Length Using 75 Ohm PE-B159-YW Yellow Coax	8544420000 EAR99	EA	2	62.16	124.32
PE38130/YW-60		75 Ohm BNC Male to 75 Ohm BNC Male Cable 60 Inch Length Using 75 Ohm PE-B159-YW Yellow Coax	8544420000 EAR99	EA	2	53.86	107.72
PE9362		75 Ohm BNC Female to 75 Ohm BNC Female Adapter	8536694010 EAR99	EA	1	28.39	28.39

Cables are Non Cancelable & Non Returnable

PAID IN FULL / INVOICE BALANCE IS \$0.00

*Multiple item orders may ship from different locations. In this case, you will receive a separate email for each shipment.

Products shipped are to the most current specifications, which are available on the Pasternack website www.pasternack.com. Pasternack offers terms to qualified customers for online purchases. Please contact our sales department for details.

By placing an order for products from Pasternack, or by accepting delivery of products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept Pasternack Terms and Conditions of Sale.

Subtotal:	260.43
Tariff Amount:	0.00
Total Sales Tax:	20.17
Freight:	15.95
Total:	296.55

EXPORT COMPLIANCE STATEMENT



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Items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or enduser (s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Customer agrees to comply with all applicable export control laws, restrictions and regulations of the United States, and shall not export, or transfer for the purpose of re-export, any product to any embargoed country or region, including but not limited to Cuba, the Crimean Region of Ukraine, Iran, North Korea, Sudan, and Syria, or to any denied, blocked, or designated person or entity as mentioned in any such United States or EU law or regulation. Customer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List, as identified by the U.S. Treasury Office of Foreign Asset Control (OFAC) and by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), or any other United States list of prohibited persons; is not owned or controlled by any person that is on one of those lists, or is otherwise prohibited by United States or other law from purchasing the products or services hereunder. Customer shall be solely responsible to obtain any license to export, re-export or import as may be required. Customer also agrees that it will not use these products in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons.

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Federal ID #55-0887695

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Infinite Electronics International, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 17792 Fitch	Requester's name and address (optional)
	6 City, state, and ZIP code Irvine, CA 92614	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	5		-	0	8	8	7	6	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/01/2019
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TERMS AND CONDITIONS OF SALE**1. Scope; Changes**

The terms and conditions stated herein (this "Agreement") govern all sales of products or services ("products") by Infinite Electronics, Inc. or its group of companies (collectively, "we," "us," "our," or "seller") to you or the entity you represent ("you" or "buyer"). You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor) and that if you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have the legal authority to bind that entity. Unless otherwise agreed to in writing by seller's authorized agent, any terms and conditions contained in buyer's purchase order or any other document that are different from or in addition to these terms and conditions are objected to, are rejected, and will not be binding on us. By placing an order for products from us, or by accepting delivery of the products described on the applicable packing slip, bill of lading and/or invoice received with the products, you agree to be bound by and accept these terms and conditions of sale.

We may change the terms and conditions of this Agreement in our sole discretion by posting an updated version of these terms and conditions at this location; provided, however, that the terms and condition of this Agreement in effect as of the date of an applicable order shall continue to govern such order and the products purchased thereunder.

1. Order Acceptance

- a) Your receipt of an email or other form of order confirmation does not constitute our acceptance of your order or a confirmation of an offer to sell.
- b) We reserve the right, without prior notification, to limit the order quantity on any item and/or refuse service to anyone.
- c) All orders are subject to review and acceptance by us. You agree to provide complete and accurate contact information in connection with any order submitted to us. Verification of information may be required prior to the acceptance of any order.
- d) In the case of pre-stocked finished goods, order acceptance is designated by fulfilling the order. In the case of products requiring post-order processing (including but not limited to design, material purchase, manufacturing or test), order acceptance is designated by performing activities unique to the order.

2. Order Cancellation

- a) Orders fully or partially processed by seller may not be cancelled by buyer.
- b) Products not previously stocked as finished goods are both Non-Cancelable and Non-Refundable ("NC/NR"). NC/NR products include cable assemblies, special orders, custom orders, orders for non-standard products, products not customarily in stock, scheduled orders requiring special procurements, or orders for products requiring assembly or manufacturing activities prior to shipping (not stored in completed state) as well as purchased services such as special testing or product modifications.
- c) In the event of cancellation or other withdrawal of an order for any reason and without limiting any other remedy as a result of such cancellation or other withdrawal, reasonable cancellation or restocking charges, which shall include all expenses then incurred and commitments made by seller, shall be paid

by buyer. Buyer's requests to reschedule are subject to acceptance by seller in its sole discretion. Orders may not be rescheduled after the order has been submitted by seller to the shipment carrier.

3. Prices

- a) Orders are billed at the prices (in US dollars) in effect at the time of shipment.
- b) Prices will be as specified within seller's website or as stated in seller's quote / proposal. If no period is specified, quoted prices will be applicable for thirty (30) days.
- c) For catalog products, the website contains the most current catalog pricing and is the price reference for such orders. Pricing included in the catalog is for reference only and final pricing is determined by the published website price.
- d) For non-catalog products and services, prices cited are based on current costs and are subject to reasonable adjustment on or after the date of acceptance of any purchase order to meet a rise or fall in such costs, as computed on the date of delivery.
- e) Prices are subject to change without notice.
- f) Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

4. Terms of Payment

- a) All payments must be in US Dollars, or will be converted to US Dollars using seller's standard exchange rate at the time of purchase.
- b) MasterCard, VISA, Discover, and American Express credit cards, purchase cards and major bank debit cards are accepted. Payment via net thirty (30) days is available to businesses, schools and agencies or as otherwise specified by seller subject to credit approval.
- c) For International Orders, MasterCard, VISA, and American Express credit cards are accepted. Payment via open credit account with Net thirty (30) days may be established for companies having three U.S. references accepted to seller. Prepaid Wire Transfer: You can wire the funds to our bank. We will contact you with the total amount, which will include shipping charges and a \$40 wire transfer fee. Orders will not be accepted until funds have been received in full and the Purchase Order (PO) has been received. Notwithstanding anything to the contrary in this Agreement, seller may add or remove payment options in seller's sole discretion.
- d) Buyer acknowledges that seller has the right to reassess buyer's creditworthiness from time to time. To the extent such is in accordance with law, in the event there is a decline in buyer's creditworthiness, seller may, upon thirty (30) days written notice, revise the payment terms between the parties. Upon request, buyer shall provide financial data evidencing the buyer's worth in order for seller to determine the creditworthiness of buyer. Such information shall include, but not be limited to, annual reports, balance sheets, and bank records.
- e) If buyer is delinquent in its payment obligations, without prejudice to any other remedies available to it by law or in equity, seller may demand immediate payment and at seller's option (i) suspend all

further deliveries to be made under the purchase order or any further performance under any other contract with buyer or buyer's affiliates, in which event buyer shall not be released in any respect from its obligations to seller under the purchase order; (ii) recover all costs of collection including but not limited to reasonable attorneys' fees; (iii) repossess the product for which payment has not been made; (vi) charge interest at 1.5% per month on the past due amount, not to exceed the interest percentage allowed by law; and (vii) reassess the credit worthiness of buyer and change any current payment terms. Any discount from seller's rates, if any, shall cease to apply to the delinquent invoice, buyer shall be invoiced for such differences in cost, and shall immediately pay the resulting invoice.

5. Taxes and Duties

a) Any taxes related to the products purchased are the responsibility of buyer (excluding taxes based on seller's net income), unless buyer presents an exemption certificate acceptable to seller and the applicable taxing authorities. If any exemption certificate presented by buyer is held to be invalid, then buyer will pay seller the amount of the tax and any penalties and interest related thereto.

b) If possible, seller will bill taxes as a separate item on the invoice presented to buyer.

c) Sales tax will be charged on product cost and shipping & handling where applicable and required by law. Any sales tax due that is not collected by the seller is the responsibility of the buyer.

d) International orders may be subject to various taxes and duties in the country of destination, all of which are the responsibility of the buyer. This includes sales, use, excise, value added and similar taxes or charges imposed by any government authority, international shipping charges, forwarding agent's and broker's fees, bank fees, consular fees, document fees and import duties.

6. Shipping Costs

Shipping or freight charges and insurance will be paid by the buyer and added to the invoice or billed collect unless specifically stated in the quote or order confirmation based on seller practices or promotions.

7. Delivery and Title

a) All products are shipped FCA (Incoterms 2010) seller's premises. Subject to seller's right of stoppage in transit, delivery of the products to the carrier will constitute delivery to buyer and title and risk of loss will pass to buyer.

b) Seller will make reasonable efforts to initiate shipment and schedule delivery as close as possible to buyer's requested delivery date(s). Buyer acknowledges that delivery dates provided by seller are estimates only and that seller will not be liable for failure to deliver on such dates.

c) Selection of the carrier and delivery route will be made by seller unless specifically designated by buyer.

d) Seller reserves the right to make deliveries in installments. Delay in delivery of one installment will not entitle buyer to cancel any other installment(s). Delivery of any installment of products within thirty (30) days after the date requested will constitute a timely delivery. Delivery of a quantity that varies from the quantity specified shall not relieve buyer of the obligation to accept delivery and pay for the products delivered.

e) Deliveries shall be made during normal business hours Monday through Friday. One attempt to deliver will be made. Should delivery need to be rescheduled, any additional costs incurred for redelivery and/or storage fees will be charged to the buyer. Seller shall use reasonable efforts to make timely delivery but shall be excused from any delays arising out of causes beyond its reasonable control. Any specific delivery dates that may be stated are approximate.

f) If completion of delivery is prevented through no fault of seller, seller may specify a reasonable alternative place of delivery. Buyer agrees that all costs of storage and transport incurred following an initial attempt at delivery are hereby allocated to and imposed upon buyer, and shall be added by seller to the sale price. Delivery may at any time be withheld by seller pending payment of any sum due from the buyer to seller. Seller will return Product via the incoming method unless an alternative method has been indicated on the purchase order or a change authorized by the buyer representative.

g) Deliveries made outside the 48 contiguous States may be subject to modified terms and conditions as stated within the order quote.

8. Limited Warranty

a) Products manufactured and/or branded by seller are warranted for a period of one year from time of delivery against defects in workmanship or materials or failure to operate as described in product data sheets under normal use. In some cases, the warranty period may exceed one year where a written warranty description specific to a certain product is stated in a contract or posted on a company website, product catalog or user's manual. Accessories and consumable goods such as batteries, chargers and accessory cables are warranted for four months.

b) Products manufactured by seller in accordance with buyer's instructions or specifications provided by seller are warranted for a period of one year from time of delivery against defects in workmanship or materials only under normal use. In some cases, the warranty period may exceed one year where a written warranty description specific to a certain product is stated in a contract or posted on a company website, product catalog or user's manual.

c) Calibration services are warranted for a period of one year from time of completion against defects in workmanship or materials or failure to operate as described in product data sheets under normal use.

d) The warranties set forth in this Section 9 shall not apply to any defect, failure, or damage arising from or in connection with: (i) improper use, or improper or inadequate maintenance and care; (ii) modifications to or repairs of the products performed by any party other than seller; (iii) combination of the products with any other technology, equipment, hardware, software, or other materials; (iv) use of the products in an environment not meeting the operating specifications for the products; (v) failure to properly transport, prepare, and store the products; (vi) acts of God; or (vii) any normal wear and tear or normal environmental degradation.

e) Products solely distributed by seller without alteration carry the warranty of the respective manufacturer only.

f) Seller will at seller's option and in seller's sole discretion, repair, replace or refund any products that are returned under warranty, and Seller's repair, replacement, or refunding of the price paid for a

product under warranty shall be seller's sole liability, and buyer's sole remedy, for any breach of the warranties in this Section 9.

g) This warranty applies to the original purchaser only and is not transferable.

h) This warranty does not cover damage incurred during shipment which is the responsibility of the freight shipping company.

i) Buyer will bear the costs of access, de-installation, re-installation and transportation of the products to seller and back to buyer in connection with any warranty claims. Seller will reimburse the costs of transportation to seller and bear the costs of returning the repaired product or sending replacement product to buyer if the product is found to be covered under warranty.

j) Any repair or replacement pursuant to this limited warranty for products manufactured and/or branded by seller shall be warranted against the same defects re-occurring in a period of 12 months from time of delivery of the repaired or replaced product, or until the expiration of the original product warranty, whichever ever shall be the latter.

k) This limited warranty and remedies are expressly conditioned upon: (i) buyer's payment of the purchase price in full, (ii) buyer giving written notice of the defect, reasonably described, to seller within ten (10) days of the time when buyer discovers or ought to have discovered the defect, (iii) the storage, installation, operation, use, and maintenance of the products in compliance with product instructions, (iv) the existence of proper records of buyer's operation and maintenance of the products during the warranty period, (v) buyer providing seller with a reasonable opportunity to examine the products and the aforementioned records, and (vi) the absence of any unauthorized modification or repair of the products, including without limitation the removal or alternation of any serial numbers or product identifications.

l) THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

9. Returns

a) Buyers wishing to return products must first obtain a Return Material Authorization (RMA) number from a Customer Service representative. Unauthorized returns will not be accepted at point of receipt. The RMA number must be printed on the outside of the package in order for it to be received and processed. Merchandise must be shipped prepaid.

b) Seller will determine in seller's sole discretion the appropriate remedies for returned items based on the product's limited warranty and circumstances of the return including a possible refund of purchase price, credit for future purchase, replacement, repair, return to buyer as-is, scrap with consent, and refund of shipping expenses.

c) Items stocked as finished goods and ordered in error must have a Return Material Authorization (RMA) number issued within 30 days of the original order. These parts are eligible for full credit only if the returned products and packaging are in mint and salable condition. A repackaging/restocking charge not to exceed 25% of the sale price may be charged on any products not returned unopened. Under no

circumstances will credit be issued after 30 days from date of invoice or for orders exceeding \$500.00 in total value. All freight charges are the responsibility of buyer.

d) Products not previously stocked as finished goods are not returnable unless found to be defective. These include cable assemblies, special orders, custom orders, orders for non-standard products, products requiring assembly or manufacturing activities prior to shipping (not stored in completed state).

e) Defective items must have a Return Material Authorization (RMA) number marked on the package prior to shipping.

f) After 30 days from invoice all merchandise returns for distributed products not manufactured by seller must be handled directly with that manufacturer in accordance with their warranty.

10. Order Discrepancies

Claims for shortages, incorrect materials or invoicing errors must be made by buyer in writing within ten (10) business days after receipt of shipment. Claims for nonreceipt of shipment must be made in writing within ten (10) business days after receipt of invoice. No products shall be returned without seller's express instructions. Buyer must provide in writing the order number and describe all defects associated with the order.

11. Limitation of Liabilities; Indemnity

a) IN NO EVENT WILL SELLER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY DELAY, FAILURE TO GIVE NOTICE OF DELAY, LOSS OF USE, SECURITY OR DATA BREACH, LOSS OF REVENUE OR PROFIT OR LOSS OF DATA, RECALL COSTS, SERVICE INTERRUPTIONS, DOWNTIME, TESTING, INSTALLATION, REPLACEMENT, OR REMOVAL COSTS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PRODUCTS WHICH ARE THE SUBJECT OF THE CLAIM. THE DISCLAIMERS AND LIMITATIONS IN THIS SECTION 12 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

b) Buyer shall defend seller from and against any claims, actions, proceedings, or suits brought by any third party (i) alleging infringement of intellectual property rights arising out of or in connection with seller's compliance with buyer's drawings, specifications, requirements or instructions or (ii) arising out of or in connection with the products supplied by seller and incorporated into the buyer's products (each a "Claim") and shall indemnify and hold harmless seller from any costs, liabilities, damages, fines, judgments, or expenses (including reasonable attorneys' fees) arising out of or in connection with any Claim.

12. Export Compliance

a) Items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) identified in the invoice. They may

not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations. Buyer agrees to comply with all applicable export control laws, restrictions and regulations of the United States and those of the buyer's country, and shall not export, or transfer for the purpose of re-export, any product to any embargoed country or region, including but not limited to Cuba, the Crimean Region of Ukraine, Iran, North Korea, Sudan, and Syria, or to any denied, blocked, or designated person or entity as mentioned in any such United States or EU law or regulation. Buyer represents and warrants that it is not on the Denied Persons, Specially Designated Nationals or Debarred Persons List, as identified by the U.S. Treasury Office of Foreign Asset Control (OFAC) and by the U.S. Department of Commerce, Bureau of Industry and Security (BIS), or any other United States list of prohibited persons; is not owned or controlled by any person that is on one of those lists, or is otherwise prohibited by United States or other law from purchasing the products or services hereunder, and shall notify the seller immediately if buyer's status related to the above changes. Buyer shall be solely responsible to obtain any license to export, re-export or import as may be required. Buyer also agrees that it will not use these products in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons.

b) Seller shall not be liable for delays or refusals by governmental authorities or other authorities to grant licenses or approvals, nor for suspension or revocation thereof, nor for changes in export classification. Buyer must deliver requested information, including requested end-user information, necessary for export licenses to be granted, and or necessary for seller to determine if a license or other type of authorization is required.

c) For all custom orders, buyer shall provide seller with export classification information for all buyer property and information (including buyer drawings) delivered to seller in relation to this order. Export classification information includes the applicable export control classification, the country of origin and, for hardware only, the Harmonized Tariff Code. For such custom orders, seller will supply buyer with similar export classification information for products and/or information for which seller has design authority. Buyer and seller will promptly notify the other upon a change in classification information if any occurs prior to delivery.

13. Governing Law; Venue

a) All matters arising out of or relating to this agreement, or a breach thereof, are governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of California.

b) Any legal suit, action or proceeding arising out of or relating to this agreement, or a breach thereof, will be instituted in the federal or State courts located in the city of Irvine, California or its closest California venue. Each party irrevocably submits to the exclusive jurisdiction of the courts in any legal suit, action or proceeding.

14. Legal Notices

Any legal notice sent to seller from buyer, required or permitted hereunder, will be deemed to have been effectively delivered if in writing and served by personal delivery or sent by registered or certified mail with return receipt requested, postage prepaid, to seller at the primary address specified as seller's place of business.

15. Intellectual Property

a) Notwithstanding delivery of and the passing of title in any product, nothing in these terms and conditions shall have the effect of granting or transferring to, or vesting in, buyer any intellectual property rights in or to any products.

b) The drawings, text, product depictions, logos, content, product descriptions, and organization and taxonomy of seller's website, catalogue, product guides or other documents and media owned by the seller and of the described content there within are proprietary to the seller and protected by intellectual property laws, including but not limited to United States Copyright law and United States Trademark law. Whether seller owns copyrights in these works or not, their content and the selection, arrangement, coordination and structure of the arranged content there within are the sole property of the seller. Use of the above stated materials does not give anyone the right to modify, reproduce, transmit, publish, publicly display, adapt, or create derivative works or in any way exploit any of the materials without express written permission of the seller.

c) All trademarks referenced in seller's catalog or website or depicted within any seller's documents or digital media, whether registered in United States or other countries, may not be used without permission of the respective trademark owner. This applies to seller owned trademarks as well as those of seller's suppliers.

d) SELLER MAKES NO REPRESENTATION OR WARRANTY THAT THE PRODUCTS (OR BUYER'S USE OR EXPLOITATION THEREOF) WILL NOT INFRINGE ANY INTELLECTUAL PROPERTY RIGHTS.

16. Software

a) To the extent that the product or services contain or are software, seller hereby grants to buyer a non-exclusive, non-transferable, personal license to use the software and related documentation. Buyer's use conclusively evidences its acceptance of this license. Title to the software shall at all times remain with seller. Buyer agrees that the software, all enhancements, related documentation, and derivative works are, and will remain the sole property of seller and includes valuable trade secrets. Buyer agrees to treat the software and related documentation as confidential and to not copy, reproduce, sub-license, or otherwise disclose the software and related documentation to third parties. Buyer agrees to not disassemble, decompile, reverse engineer, create derivative works from or otherwise translate, customize, localize, modify, add to, or in any way alter, rent, or loan the software or related documentation unless the operation is specifically authorized by law.

b) Third party product software Licenses are separate end user license agreements ("EULA") and not issued pursuant to the above stated personal license.

c) Buyer agrees to defend, indemnify and hold harmless seller from all damages and third party claims arising from unauthorized use or transfer of the software or firmware.

d) If the software is licensed for use in the performance of a U.S. Government prime contract or subcontract, buyer agrees that consistent with FAR 12.211 and 12.212, commercial computer software, computer software documentation and technical data for commercial items are licensed under seller's standard commercial license.

17. Confidential Information

Buyer agrees that all confidential information furnished by or obtained from seller in connection with the sale of items hereunder (including product data and manufacturing process data) shall be adequately safeguarded to prevent unauthorized disclosure. Buyer agrees not to (i) disclose any such information to any other person or entity, or (ii) use such information for any purpose, other than performing authorized activities directly related to the governing contract.

18. Tolerances

Unless otherwise agreed to in writing by seller, standard tolerances as described on seller's drawings, websites and/or posted catalog datasheets shall apply.

19. Product Line Changes

Product specifications and availability are subject to change without notice. Seller reserves the right to change specifications or discontinue items at seller's sole discretion for any reason whatsoever including, but not limited to changing market conditions, product discontinuation, component unavailability, manufacturing cost changes and errors in advertisements.

20. FCC Part 15 and Part 97 Notice

For systems operating within the jurisdiction of the United States Federal Communications Commission (FCC), buyer acknowledges that any amplification device it purchases is intended for use only in a transmission system certified under Part 15, Part 97 or other applicable section of the rules and regulations of the FCC, or that a legal exception to this requirement applies.

21. Assignment

Buyer shall not assign this Agreement or any order hereunder without the prior written consent of the seller. Any assignment in violation of the foregoing will be void and of no force or effect. Seller may assign this Agreement or any order hereunder in seller's sole discretion and without restriction. This Agreement will be binding upon and inure to the benefit of the parties, their successors, and permitted assigns.

22. Relationship

Nothing in in this Agreement or any product or service orders shall be construed to place the buyer or seller in the relationship of partners or joint ventures, and the buyer and seller shall have no power to obligate or bind the other in any manner whatsoever.

23. Waiver

No waiver by seller of any breach of this Agreement by the buyer shall be considered as a waiver of the subsequent breach of the same or any other provision.

24. Severability

If any provision or portion of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, that provision or portion of this Agreement shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

25. Liens and Title

a) Buyer hereby grants to seller a security interest in any property owned by the buyer (including buyer's beneficial rights to property leased by seller) in the possession of seller or any of sellers' affiliates, at any time, to secure all amounts owed by buyer to seller under this Agreement.

b) In the case of repairs or overhauls performed pursuant to this Agreement, buyer grants seller a perfected security interest in all products retained in possession of seller upon which any repair or overhaul services have been performed by seller. Buyer further acknowledges and agrees that, in addition to the security interest and lien expressly granted by buyer to seller, seller shall have a lien on the product retained in possession of seller to the extent otherwise provided by law. Buyer acknowledges that the lien (whether granted by buyer or through the operation of law) for repairs or overhaul shall be for the full value of such work, and shall be superior to any lien or interest in favor of buyer, its parents, affiliates, or subsidiaries, or any other person who has knowledge of this Agreement. To the extent that seller maintains possession of product under repair, buyer agrees that seller is a secured creditor of buyer and has all the rights of a secured creditor.

c) With respect to products sold pursuant to this Agreement, buyer agrees and acknowledges that seller shall retain a security interest in such product, unless and until all payment for such products has been made and all other covenants and agreements of this Agreement have been performed in full. Accordingly, buyer agrees that it will not suffer or permit any lien or encumbrance to be established that affects the title to the product sold by seller pursuant hereto until seller has been paid in full. Buyer agrees that, in the event of buyer's insolvency, or in the event that any petition is filed by or against buyer under Chapter 7 or Chapter 11 of the Bankruptcy Code, seller may, at its discretion, recover all products sold pursuant to this Agreement and/or seek damages or costs under applicable laws.

26. Storage Fees

A storage fee will be applied monthly up to the maximum allowed by law on all repaired and overhauled units if delivery is not taken within five (5) days of notification.

27. Force Majeure

Notwithstanding anything else in this Agreement, no default, delay, or failure to perform on the part of seller will be considered a breach of this Agreement if such default, delay, or failure to perform is shown to be due to causes beyond reasonable control of seller, including, but not limited to, causes such as strikes, lockouts or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

28. Entire Agreement; Construction; Survival

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the Parties with respect to such subject matter. The titles and section headings used in this Agreement are for ease of reference only and shall not be used in the interpretation or construction of this Agreement. No rule of construction resolving any ambiguity in favor of the non-drafting party shall be applied hereto. The word “including”, when used herein, is illustrative rather than exclusive and means “including, without limitation.” In the event of any termination or expiration of this Agreement, buyer’s obligations to pay amounts due hereunder and arising prior to the date of termination or expiration, as well as Sections 9, 12–18, and 21–29 shall survive such termination or expiration.