

Amplification Technologies Terms and Conditions of Sale

1. GENERAL. All orders are subject to approval and acceptance by Amplification Technologies. Amplification Technologies shall not be liable to Buyer or any other party by reason of its failure to accept any order. Amplification Technologies accepts the order and sells the goods only in accordance with the terms and conditions contained herein, unless specifically agreed to the contrary in writing by a duly authorized officer of Amplification Technologies. Notwithstanding any contrary provisions that Buyer may propose, Amplification Technologies acceptance of any order is conditional upon Buyer's agreement to the terms and conditions contained herein. Acceptance by Buyer of goods delivered by Amplification Technologies shall constitute an agreement by Buyer. Unless otherwise agreed in writing, the prices quoted are valid for two (2) months period from the date of quotation.

2. PRICES AND CHARGES. The prices for all goods to be furnished by Amplification Technologies under any order are in United States dollars and include provisions for packaging in accordance with standard commercial practices. Buyer shall be billed for goods at prices in effect on the date of Amplification Technologies acceptance of Buyer's order for such goods. Amplification Technologies shall not be responsible for and Buyer shall pay all freight, transportation, insurance, shipping, storage, duties, handling, demurrage or similar charges; provided however, that Amplification Technologies may, at Amplification Technologies option, pay any or all such charges on behalf of Buyer and include such amounts on invoices to Buyer.

3. TERMS OF PAYMENT. Payment shall be made in full thirty (30) days from invoice date. Overdue payments shall carry 2% per month interest charges or the legal maximum rate, whichever is lower. Buyer shall pay Amplification Technologies collection or litigation expenses, including reasonable attorney fees.

4. DELIVERY. Delivery of all goods shall be made F.O.B. Amplification Technologies designated domestic point of shipment. Delivery of EX Works, Linden, NJ USA also applies. Title and risk of loss or damage shall, in all cases, pass to Buyer upon Amplification Technologies delivery to a common carrier or other delivery agency for shipment to Buyer. It shall be the responsibility of the Buyer to file claims with the carrier for any loss or damage occasioned to goods while in transit. Amplification Technologies shall use reasonable efforts to satisfy delivery dates requested by Buyer but shall have no obligation to satisfy such delivery dates unless such an obligation is agreed to in writing, signed by a duly authorized officer or Amplification Technologies. Notice of nonconformity shall be given within ten (10) days after receipt of the goods involved. If valid under applicable law, Amplification Technologies reserves all rights to the goods until receipt of payment for the full purchase price.

5. WARRANTY AND LIMITATION OF LIABILITY. Amplification Technologies will do its best to ascertain that the product(s) will meet the datasheet specifications. No warranty is expressed or implied. It is the Buyer's ultimate responsibility to determine that the purchased product meets the need of the Buyer's systems and applications. Amplification Technologies' liability under this warranty is limited to the obligations to, at Amplification Technologies' sole option, repair or replace, without charge, or refund the purchase price for any goods, which within ten (10) days after delivery to Buyer, are returned to Amplification Technologies with all transportation charges prepaid, and which is found by Amplification Technologies to be defective under these terms. These agreements do not apply to any damage resulting from accident, misuse or abuse. Buyer expressly waives any right, claim or cause of action that might otherwise arise out of the purchase and use of Amplification Technologies' goods and services. IN NO EVENT SHALL AMPLIFICATION TECHNOLOGIES BE LIABLE TO BUYER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) OF ANY NATURE (INCLUDING, WITHOUT

LIMITATION, ANY LOSS OR DAMAGE RESULTING FROM DEFECTS IN THE GOODS OR SERVICES, BUSINESS INTERRUPTION OR OTHERWISE) WITH RESPECT TO ANY GOODS SOLD OR DELIVERED, OR ANY SERVICE RENDERED.

6. NOTICE OF CLAIM. Immediately upon receipt or within ten (10) days of receipt Buyer shall inspect goods for any defects. All claims for defects discoverable upon inspection must be made in writing within ten (10) days.

7. FORCE MAJEURE. Amplification Technologies shall not be liable for any loss, cost, expense or damage if the fulfillment by Amplification Technologies of any order or any other obligation to Buyer is delayed or prevented due to any cause beyond the Amplification Technologies' reasonable control including but not limited to compliance with any government law or regulation, acts of God, acts of civil war or military authority, judicial action, labor disputes, failure or delays in transportation, embargoes, wars, riots, production or engineering delays, or inability of Amplification Technologies or its vendors to secure adequate materials, manufacturing facilities or labor. In the event of any delay due to such causes or other difficulties, whether or not similar in nature to any of those enumerated, the delivery dates shall be extended for a period equal to the extent of the delay so incurred.

8. TAXES. Prices quoted are exclusive of any sales, use and excise, ad valorem or other like taxes and (on goods sold outside the United States) customs duties, licenses and permits, applicable to the sale, use or delivery of materials or services. In the event that any such tax or duty is payable, the amount thereof may be added by Amplification Technologies to the price, and in all cases shall be paid by Buyer.

9. PROPERTY RIGHTS. Amplification Technologies retains ownership of its models, patterns, dies, molds, jigs, fixtures, tools, software and hardware made for furnishing any goods to Buyer and retains ownership of its proprietary data (including without limitation, design engineering, software programs and technical information-whether or not patentable and trade secret information, such as secrets contained in manufacturing methods or processes, treatment and chemical compositions, and plant layout and tooling). Buyer shall not use any such proprietary data obtained by Buyer, nor shall Buyer disclose such proprietary data to any third party without the previous written approval of an authorized officer of Amplification Technologies.

10. DEFAULT. Amplification Technologies shall have the right to stop work at any time and to withhold deliveries of any goods ordered (including any portion of an order) if any payment due to Amplification Technologies from Buyer shall not be paid full when due. If Amplification Technologies shall invoke the foregoing right, the full purchase price for all goods completed, whether or not shipped, shall become due and payable, and Buyer shall pay to Amplification Technologies a reasonable charge for any goods and work in process.

11. TERMINATION. After acceptance or acknowledgment by Amplification Technologies of any order, such order may not nor any part of such order be terminated by Buyer without written consent of Amplification Technologies signed by a duly authorized officer of Amplification Technologies. If Buyer terminates any order or any part of any order, Buyer shall pay to Amplification Technologies the purchase price for all goods completed whether or not shipped and Buyer shall pay to Amplification Technologies a reasonable charge for any goods and work in process.

12. APPLICABLE LAW. New Jersey Law as it applies to agreements executed and performed in the state of New Jersey shall govern all matters relating to sales by Amplification Technologies to Buyer in the United States including the validity and interpretation of these terms and conditions of sale.

13. EXPORT LAWS. The export or re-export of the goods may be subject to the applicable export laws of the country of origin of the goods and Buyer agrees to comply in all respects with such laws.

14. ASSIGNMENT. No assignment of any order by Buyer shall be valid without Amplification Technologies' prior written consent.

15. AMENDMENTS. No provision in any order or any other writing (except a writing signed by a duly authorized officer of Amplification Technologies) shall in any way increase the Amplification Technologies' obligations or decrease Amplification Technologies' rights in connection with any sale by Amplification Technologies to Buyer.

16. CANCELLATION CHARGES. Amplification Technologies reserves the right to assess a cancellation fee in the event of a cancellation at the customer's request after the beginning of the design work or manufacturing process.