

These terms and conditions of sale are applicable to any order placed with and accepted by NuWave Technologies, Inc. ("NUWAVE"):

1. NUWAVE, upon acceptance of an Order placed by PURCHASER, will supply the products and services specified in the Order to PURCHASER, pursuant to the terms and conditions of this Agreement and NUWAVE's acceptance of such order submitted by PURCHASER is expressly governed by the terms and conditions of this Agreement notwithstanding any contrary provision contained in PURCHASER's purchase orders, invoices, acknowledgements or other documents. NUWAVE rejects all terms and conditions introduced by PURCHASER.
2. Prices and Specifications are subject to change without notice.
3. Delivery dates provided are based on existing conditions at the time of information. NUWAVE will use commercially reasonable efforts to ship within the time estimated, but failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character. NUWAVE shall be excused from performance of any obligation of NUWAVE to the extent it is prevented or delayed from performing due to causes which are beyond its reasonable control, including without limitation such things as acts of God, acts of another party, acts of civilian or military authority, conditions related to pandemics, strikes, fires, terrorism, war, civil disorder, delays of carriers or other delays of third parties integral to the satisfaction of NUWAVE's obligations. It is understood that delivery of all or any part of any order is contingent on the manufacturer's ability to get supplies and raw materials, and is further limited to the extent that the ability to deliver may be affected by regulation of U.S. government contracts or any condition beyond NUWAVE's control.
4. Shipments and deliveries shall be subject to approval of NUWAVE's Credit Department. NUWAVE reserves the right, prior to making any shipments, to require from PURCHASER down payment or other satisfactory security for performance of PURCHASER's obligations. If PURCHASER fails to furnish payment required, satisfactory security, or information on which to base credit, and/or PURCHASER's account is in arrears, NUWAVE may defer further shipments, or may, at its option cancel the order or any unshipped balance. NUWAVE's failure to exercise any right accruing from any default of PURCHASER shall not impair NUWAVE's rights, in case of any subsequent default of PURCHASER. Products damaged in transit, shortages, etc., should be noted on the freight bill by delivering carrier. Any returns must be approved in writing by NUWAVE with application for approval made within five (5) days of PURCHASER's receipt. If available, NUWAVE provides package insurance through carriers as standard procedure. The liability point and title for all material is sold EXW Ex Works NUWAVE. Title to all material sold shall pass to PURCHASER upon delivery by NUWAVE to carrier at shipping point. NUWAVE makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatsoever with respect to carrier's services relating to shipments. PURCHASER will hold NUWAVE harmless against all liabilities, demands, damages, expenses, or losses arising out of lost or damaged shipments. If PURCHASER wishes to waive offered carrier (UPS, Fedex, DHL, TNT, USPS, etc.) insurance, PURCHASER is responsible for paying the invoice for the shipment whether package arrives at PURCHASER's location or not and regardless of its condition.
5. The determination as to the suitability or adaptability of any of NUWAVE's products to the specific needs of PURCHASER is solely PURCHASER's prerogative and responsibility. Upon request, NUWAVE may offer suggestions on the use of its various products. Nevertheless, there are no warranties given except as expressed herein.
6. Cancellation of any order, or any part thereof, shall be subject to the following terms: PURCHASER shall pay the contract price, plus any adjustment, of all products which have been completed. In addition to such payment, as to any part of the order which shall be in process, PURCHASER shall pay a sum equal to the same proportion of the contract price as the degree of completion of the products in process on date cancellation is received, but no less than NUWAVE's cost of manufacture of the produce to that point of manufacture.
7. All products are inspected in conformance with NUWAVE's regularly established inspection procedure and/or PURCHASER's blueprints and specifications based on predetermined agreement. To be valid, claims by PURCHASER of a product's nonconformance to specifications must be made to NUWAVE within 10 days of delivery of product to PURCHASER. No products may be returned without permission from NUWAVE Customer Service. Return of products could be subject to a restocking fee. NUWAVE will not be held responsible for any fees and/or costs incurred by PURCHASER or by any other party, including but not limited to, recall fees, shipping charges, customs and broker fees, insurance and/or any other fees, except for any fees and/or costs approved, in writing and in advance, by a duly authorized representative of NUWAVE. No allowances will be made for material subsequently added to NUWAVE's products nor for labor charges.
8. PURCHASER warrants to NUWAVE that any product made to the order of PURCHASER's drawings or descriptions shall not infringe on the intellectual property rights of any third party, and PURCHASER agrees to indemnify and defend NUWAVE for any loss resulting from an action for infringement of intellectual property rights. PURCHASER shall pay any manufacturer's tax or sales tax now or hereafter imposed by Governmental authority upon products herein described, or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.
9. NUWAVE will not be bound by any promise or representation, written or oral, not made a written part of the order and signed by a duly authorized representative of NUWAVE. Access to NUWAVE property requires prior approval.
10. WARRANTY: NUWAVE warrants that each product to be delivered hereunder will conform to its specifications and be free from defects in material or workmanship as per the stated warranty for a period of one year. Since products vary, please refer to product literature for the specific warranty details. NUWAVE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. NUWAVE NEITHER ASSUMES RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS NOR ASSUMES LIABILITY FOR ANY DAMAGES THAT RESULT FROM THE USE OF ITS PRODUCTS IN ACCORDANCE WITH INFORMATION PROVIDED BY NUWAVE, EITHER VERBAL OR WRITTEN. This warranty does not apply if the instrument or equipment is abused, altered, used at ratings above the maximum specified, or otherwise misused in any way.
11. LIMITATION OF LIABILITY: The remedies of PURCHASER set forth herein are exclusive and the total liability of NUWAVE with respect to this order, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the component upon which liability is based. In no event shall NUWAVE be liable for consequential, incidental or special damages. THE PURCHASER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF OR IN RESPECT TO THE FURNISHING OF NON-CONFORMING OR DEFECTIVE MATERIAL SHALL BE TO SECURE REPLACEMENT OF THE MATERIAL. NUWAVE SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF ANY LABOR OR SHIPPING EXPENDED ON ANY SUCH MATERIAL OR FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES TO ANYONE BY REASON OF THE FACT THAT IT SHALL HAVE BEEN NON-CONFORMING OR DEFECTIVE.
12. CONDITIONS: Products sold by NUWAVE are not intended to be used, nor shall they be used: 1) as a "Basic Component" under 10 CFR 21(NRC), used in or with any nuclear installation or activity; or 2) in medical applications or used on humans; or 3) in any onboard aviation activity, application or use; or 4) in any way that a reasonable person would discern the product to be unsafe in use. Should products be used in any of the above applications or activities, PURCHASER will indemnify NUWAVE and hold NUWAVE harmless from any loss, damage, liability, claim, demand, cost, or suit of any nature whatsoever for property damage, personal injury or death, product liability, regulatory claim or otherwise arising out of, in connection with or incidental to such application, activity, or use. This indemnity shall include, without limitation, costs, expenses and attorneys' fees occasioned by said loss, damage, liability, claims, demands or suits, as well as the full amount of any judgment rendered or compromise settlement made, plus interest, if applicable. The obligations under this section shall survive the expiration or termination of this agreement.
13. The prices payable by PURCHASER for goods and services to be supplied by NUWAVE under this Agreement will be specified in the applicable Order. Unless otherwise expressly stated in an Order, all prices exclude shipping and taxes. If NUWAVE has extended terms to PURCHASER, payment terms are net thirty (30) calendar days from the date of the invoice. If PURCHASER does not pay an invoiced amount within terms, PURCHASER will in addition be obligated to pay finance charges of one and one-half percent (1.5%) per month on the late balance and Supplier reserves the right to withhold shipment of any other product or materials to be shipped to PURCHASER until full payment is made; and/or revoke any credit extended to PURCHASER. In the event that PURCHASER's account is more than ninety (90) days in arrears, PURCHASER shall reimburse NUWAVE for the reasonable costs, including attorney's fees, of collecting such amounts from PURCHASER. In the event of any dispute regarding an invoice that is made in good faith, no finance charges will apply if PURCHASER provides written notice with factual detail of the dispute within five (5) days of the receipt of the invoice.
14. The transaction between NUWAVE and PURCHASER shall be governed by the laws of the State of Florida, U.S.A. The exclusive jurisdiction and venue of any dispute, claim or suit arising hereunder shall be the St. Johns County Court, Florida.
15. QUOTATION: A quotation is subject to immediate acceptance; prices are subject to change without notice. NUWAVE reserves the right to correct clerical or stenographic errors or omissions. The prices quoted are based upon shipment of quantities shown and on the basis of the delivery schedule described by NUWAVE and are firm for the period shown on the quotation. In the event the quantity of material ordered is reduced on any order resulting from the quotation and such reduction is approved in writing by NUWAVE, the price for the material already shipped, as well as the price of the material for future delivery, will be adjusted to conform to the price schedule applicable for the smaller quantity.
16. PURCHASER may not assign its rights or obligations hereunder, but NUWAVE may do so upon reasonable notice given.