

General Terms and Conditions of Sale

This Agreement is between the Seller, High Sierra Electronics, Inc. (hereinafter referred to as "HSE"), extending credit, and the Buyer, applying for credit. These terms and conditions along with any terms and conditions on HSE's invoice and packing list (incorporated by reference), together referred to as "Terms", represent the entire agreement between the parties. By ordering, receiving, or accepting HSE provided products and/or services, Buyer agrees to these General Terms and Conditions of Sale. If the need arises for HSE to adopt an agency's or organization's terms and conditions, HSE will only be bound to those by agreement in writing, and corresponding pricing will reflect any additional responsibility and risk.

Pricing

HSE's quotations, unless previously withdrawn, shall be open only to unqualified acceptance by Buyer in accordance with these General Terms and Conditions of Sale, and only within the period specified in the quotation (or, if no such period is specified, within a period of 30 days of quotation date). HSE's prices are subject to change without notice. Prices do not include sales or other taxes, customs duties or import/export fees imposed on the sale of goods, shipping related charges, or any other item or charge not specified in the quotation. Any such taxes or fees now or hereafter imposed upon the sale of goods or shipments will be added to the price and paid for by the Buyer. Buyer shall reimburse HSE for any tax imposed or provide HSE with acceptable tax exemption certificate on or before the time of shipment. The terms of any Purchase Order and pricing information disclosed to Buyer shall remain confidential and shall not be disclosed to any third party without the prior written consent of an authorized representative of HSE.

Order Processing

Purchase Orders are subject to acceptance by HSE. Verbal orders over \$1,000 and all change orders must be confirmed in writing by the Buyer. Systems that are sold as a package may involve shipments from multiple locations at staggered times and with separate invoices for each shipment. Partial shipments are invoiced separately. Hardware and software is invoiced at the time of shipment to the Buyer's facility or, to HSE's insured facility for staging. Program services including planning activities, pre-construction meetings, mobilization, project management, site surveys, data services and FCC license assistance are invoiced monthly until complete. Field services, including installation, installation assistance, test and commissioning are invoiced monthly until complete. Annual preventative and remedial maintenance contracts are invoiced monthly, except when broken into defined pre-scheduled rounds, which are invoiced upon completion of each round.

Payment Terms

HSE standard payment terms are 100% due Net 30 Days from date of invoice; payable in US funds. Net 30 terms are only extended upon credit approval. Orders over \$50,000 may be subject to a thirty percent (30%) down-payment as determined by order content and HSE's review of Buyer's credit. Orders that Buyer will not accept partial shipments for are subject to a down payment equal to the mobilization and materials cost at the time of order. Invoices may be paid by check, ACH, wire transfer, Credit Card (VISA and MasterCard) and C.O.D. Credit Card transactions are limited to \$5,000.

Delinquent accounts shall bear interest of one and one-half percent (1.5%) per month of any amount past due until paid. Delinquent accounts shall forfeit any discount extended and the additional amount will be invoiced, due and payable upon presentation. If Buyer is in default for nonpayment, then in addition to other remedies, Buyer agrees to reimburse HSE for the cost of collections, including reasonable attorney's fees.

If HSE believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice when due, HSE may suspend production and delivery of pending order(s) or any remaining balance thereof until such payment is made or may cancel any order or remaining balance thereof. Buyer shall remain liable to pay for any products already shipped and all custom products ordered by Buyer. HSE will not be held liable for any liquidated or other damages resulting from order suspension or cancellation. Accounts with an overdue balance of 45 days or more will be placed on credit hold until brought current including interest charges.

Delivery

All shipments will be F.O.B. shipping point unless otherwise stated on HSE's quotation. Risk of loss or damage to the products shall transfer to the Buyer from the time of delivery or deemed delivery. Claims for products lost or damaged in transit should be made by Buyer to the carrier, as risk of loss transfers to Buyer, and HSE's responsibility ceases upon its tender of products to Buyer, to Buyer's representative, or to a common carrier. Title of the products shall not pass to the Buyer until HSE has received payment in full for the products and all other sums due to HSE from the Buyer on any account. Until transfer of Title of the products, the Buyer shall ensure that the products are kept safe, secure and insured.

HSE will not make shipment in any non-standard manner or insure shipments against loss or damage unless it is specifically requested by the Buyer in writing, and then at the Buyer's expense. Delivery dates are estimates and shall not be construed as a guaranty of an exact delivery date. If shipments are postponed more than thirty (30) days due to request or fault of the Buyer, HSE will not guaranty storage. In the event HSE agrees to store goods, they will be stored at Buyer's risk and expense. The cost of any special packing or special handling caused by Buyer's requirements or requests shall be added to the amount of the order. HSE is careful in selecting competent and economical carriers. However, upon written request, HSE will use a carrier specified by the Buyer.

HSE uses its best efforts to meet quoted delivery dates, which are estimates based on conditions known at the time of quotation. HSE shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts or omissions of other parties, acts or omissions of civil or military authority, natural disasters, government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through regular sources. Seller's time for performance of any such obligation shall be extended for the time period of such delay. HSE may at its own option, cancel any order or remaining part thereof without liability by giving notice of cancellation to Buyer.

Cancellation and Returns

Orders cancelled for stock items will be assessed the greater of \$20.00 or fifteen percent (15%) of net value. Orders cancelled for non-stock items will be assessed the greater of twenty-five percent (25%) of net value or actual cost. Orders cancelled for special order or custom products are subject to the manufacturer's restocking policies.

All returned goods must include an HSE issued Returned Material Authorization (RMA) number included with the packing list for the returned goods. HSE will assess a twenty percent (20%) restocking fee plus freight charges unless return of goods was due to an error by HSE. Replacement goods will be invoiced at time of shipment and returned goods shall be credited once received and inspected by HSE. Freight and insurance charges for the return of goods are the responsibility of the Buyer.

Worker Safety, Site Access, Preparation & Environmental Compliance

For services provided by HSE, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against damage, loss or destruction before services are performed. Buyer is the operator and in full control of its equipment and sites, including areas where HSE employees or contractors are performing service, repair and maintenance operations. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide HSE employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the equipment to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. HSE Field Service Technicians will not work in Confined Spaces. In the event that a Buyer requires HSE employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay HSE the standard hourly rate and expense reimbursement for such training attended. The attendance and/or completion of such training does not create or expand any warranty or obligation of HSE and does not serve to alter, amend, limit or supersede any part of this agreement.

Disclaimer of Warranty

All Sales are subject to HSE's most current warranty statement, which is included with each quotation and shipment, and can be found at HSE's website (highsierraelectronics.com).

HSE WILL NOT, UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES including, but not limited to, loss of profits, revenues, loss of use or damage to any associated equipment, cost of capital, cost of substitute products, facilities or services, downtime costs, or claims of Buyer's customers.

LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECT OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER, SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT THAT GIVES RISE TO THE CLAIM. This warranty is void if payment in full is not made in accordance with the invoice terms. Warranty periods begin per the terms of HSE's current warranty statement.