



Governing Policy:

The terms and conditions stated herein shall constitute the entire and only terms and conditions applicable to this transaction. Any additional or different terms and conditions printed anywhere on or enclosed with the Purchaser's order shall be inapplicable and inoperative in regard to this transaction.

The terms and conditions stated herein shall be considered a part of any order relating to this transaction and be binding on the Purchaser unless the Purchaser immediately notifies North Hills in writing of its exception to any provision or provisions in the event the Purchaser so notifies North Hills of its exception. Any order relating to this transaction shall be deemed wholly inoperative and void unless North Hills shall agree in writing to any additional or modified proposal by the Purchaser. If no exception is so taken, the order, subject to these terms and conditions only shall be considered a binding agreement between the parties.

Price Policy:

Orders become effective only when accepted and acknowledged by the factory. Prices, terms and conditions and discounts are subject to change without notice, and orders will be billed at the prices in effect at the time of factory acceptance of the order. Price includes packaging suitable for domestic shipment.

Billing:

Minimum billing on any single order for Wideband and Databus products is: \$100.00

Taxes and Duties:

Prices do not include state or local taxes based on or measured by sales. Such tax or taxes, where applicable, will be added to the prices, unless exceptions are supported with resale number on face of order. Prices do not include import taxes or duties levied by country of destination.

Terms of Payment:

Unless otherwise stated, terms are net 30 days from date of invoice for open account and net against presentation of shipping documents for secured payment accounts.

Shipping:

Unless otherwise stated, shipments are made F.O.B. our factory. F.O.B. point will be designated on order acknowledgement.

Lost, Damaged or Delayed Shipment:

Unless otherwise specified, shipping charges and insurance will be prepaid and billed at cost. Risk of loss of shipping damage shall be borne by the Purchaser's agent from the point of shipment.

North Hills shall not be liable for loss, damage, detention, or delay resulting from causes beyond its reasonable control or caused by fire, strike, civil or military authority, priority requests of the U.S. Government or representative thereof, insurrection or riot, embargoes, delays in transportation or inability to obtain necessary labor, materials, or manufacturing facilities due to such causes.

The company is not responsible for damages to any apparatus caused by improper installation, operation, or maintenance of the equipment furnished by the company. The company shall not be liable under any circumstances for loss of profit or any other consequential damages.

Warranty:

North Hills warrants that products manufactured by North Hills and sold to purchaser will be free of defects in material and workmanship and this warranty automatically shall terminate 1 year after shipment. This warranty shall not apply to products, which are subject to misuse, neglect, abnormal wear and tear, improper installation, maintenance or application or service or repair not authorized by North Hills. North Hills sole obligation shall be, at its option, to replace or repair products which after inspection by North Hills are not as warranted. North Hills shall not be liable for general, special or consequential damages. The foregoing warranty is in lieu of all other warranties expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose.

Title:

Title to the equipment shall pass to the Purchaser upon payment in full.

Reject and Returns:

Any rejection of material is subject to replacement following examination and test at our factory. Authority for return must first be obtained from North Hills and a restocking fee may apply.

Cancellation:

Orders accepted by North Hills cannot be cancelled without our consent and upon terms that will indemnify and protect us against loss.

Errors:

Stenographical and clerical errors are subject to correction.