



## TERMS & CONDITIONS OF SALE

**1. GENERAL** - The terms and conditions of sale contained herein apply to all quotations made and all purchase orders entered into by Procom Corporation. Acceptance by Procom of any order, by confirmation or commencement of performance, shall be on the basis of these terms and conditions of sale, even though no reference is made thereto at the time of acceptance. Procom's failure to object to provisions contained in any communication from Customer shall not be deemed as a waiver of these terms and conditions of sale. Customer's acceptance of these terms and conditions of sale shall be implied unless Customer gives written notice of objection to Procom promptly after receipt of this document. Any changes in the terms and conditions of sale contained herein must specifically be agreed to in writing by Procom before becoming binding on Procom.

**2. ACCEPTANCE OF ORDERS** - All orders from Customer are subject to acceptance by Procom, and Procom reserves the right to accept or reject any orders in whole or in part.

**3. PRICES** - Prices quoted or acknowledged by Procom are firm for the quantities, time period, and shipping schedule set forth in the quotation, order acknowledgement, or purchase order but are subject to revision if quantities and/or shipping schedules are changed by Customer.

**4. TAXES** - Unless otherwise specifically provided for in the quotation or order acknowledgement, the amount of any present or future sales, revenue, excise, or other tax applicable to the products covered by a quotation or purchase order shall be added to the purchase price and shall be paid by Customer, or in lieu thereof Customer shall provide Procom with a tax exemption certificate acceptable to the taxing authorities.

**5. SHIPPING CHARGES; TITLE; RISK OF LOSS.** Shipping and handling are additional unless otherwise expressly indicated on a quotation or purchase order. Title to products passes from Procom to Customer on shipment from Procom's facility. Loss or damage that occurs during shipping by a carrier selected by Procom is Procom's responsibility. Loss or damage that occurs during shipping by a carrier selected by Customer is Customer's responsibility. You must notify Procom within 3 days of receipt of merchandise if you believe any part of your purchase is missing, incorrect, or damaged.

**6. DELIVERY** - Shipping dates are approximate and are based on prompt receipt from Customer of all necessary information. Procom reserves the right to make partial shipments unless Customer specifies otherwise.

**7. PAYMENT AND TERMS** - Unless open terms are granted or other arrangements are made between Procom and Customer in writing, payment for goods and services must be received by Procom prior to Procom's acceptance of an order. Payment will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Procom. Invoices are due and payable within the time period noted on the invoice, measured from the invoice date. Procom may invoice parts of an order separately, and each shipment will be considered a separate transaction covered by a separate and payable invoice. Any order is subject to cancellation by Procom if ordered equipment, parts, materials, etc., become unavailable, especially if no suitable replacements are found.

**8. LIMITED WARRANTY** - Customer understands that Procom is not the manufacturer of the products purchased by Customer hereunder, and that the only product warranties offered are those of the manufacturer, not Procom. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs, or other illustrations representing the products that may be provided by Procom or its affiliates. PROCOM AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY OF NONINFRINGEMENT. THIS DISCLAIMER DOES NOT AFFECT THE TERMS OF THE MANUFACTURER'S WARRANTY, IF ANY.

**9. RF COVERAGE – FIXED AND MOBILE REPEATERS, RADIOS, AND OTHER RF EQUIPMENT** – Despite various studies and measurements performed by Procom prior to the installation of a repeater or other radio frequency (RF) system, Procom cannot guarantee 100% coverage throughout your target communications area, as factors such as atmospheric conditions, seasonal changes, the introduction of new RF equipment, etc., are beyond Procom's control. In addition, while Procom may assist Customer in the selection, acquisition, and licensing of available radio frequencies from the FCC, Procom cannot guarantee that intermittent interference may not arise on those frequencies as the FCC grants such licenses on a non-exclusive basis. In the event of a coverage or interference problem, upon notification by Customer, Procom will put forth its best effort to resolve the problem to Customer's satisfaction, within the limitations of Federal and State law, the laws of physics, specifications of equipment purchased, and regulations provided by the FCC.

**10. INSTALLATION SERVICE** – All workmanship performed by Procom service technicians will be of first-rate quality, using equipment and accessories (including but not limited to antennas, cables, connectors, flange arrestors, etc.), as specified on each quotation, order acknowledgement, or purchase order. Prior to installation, Procom will review with Customer how and where equipment will be mounted, where access points, if any, will be drilled, and how roof-top openings will be sealed and water-proofed. Changes requested by Customer that require a major redesign of the system, in whole or in part, may incur additional charges. Procom will explain these costs fully to Customer prior to commencement of the work, and a duly executed written change order, acceptable to both Procom and Customer, will be required.

After installation, and once the system is fully loaded and in normal use, we will provide certain system refinements at no charge to you. For example, we may redirect antennas to maximize signal quality, move repeaters to eliminate interference, or reduce power output of repeaters to minimize co-channel interference to name some of those services. However, major changes or additions to your system not resulting from design or installation flaws on Procom's part will incur additional charges at our then current rates.

**11. LIMITATION OF LIABILITY** - Under no circumstances will Procom, its affiliates, suppliers, subcontractors, or agents be liable for: (a) any incidental, indirect, special, punitive, or consequential damages, which include but are not limited to: loss of profits, revenues, or savings; (b) claims, demands or actions against Customer by any third party; (c) any loss or claim arising out of or in connection with Customer's implementation of any conclusions or recommendations by Procom in connection with the products; or (d) the product being unavailable for use. Procom will not be responsible for any delays in delivery which result from any circumstances beyond its control, including by way of illustration and not by way of limitation, product unavailability, carrier delays, delays due to fire, severe weather conditions, labor problems, acts of war, acts of terrorism, general insurrection, acts of God, or acts of any government or agency. Any shipping dates provided by Procom are estimates only.

**12. CANCELLATION** - Cancellation of orders will be subject to a Cancellation Charge equal to the value of material and work performed on the cancelled order at the time of cancellation, plus 15%.

**13. RETURN POLICY** - Customer must obtain a Return Merchandise Authorization (RMA) from Procom prior to returning any product to Procom. All returns are to be sent prepaid by Customer. At the discretion of Procom, unused and undamaged standard, off-the-shelf products may, under certain circumstances, be accepted back for credit or exchange. A restocking charge may apply. Custom-made products, which are returned as defective but which are found to meet published specifications, will be subject to a re-testing charge.

**14. DISPUTES** – Disputes will be governed by the laws of the State of Maryland and be settled by arbitration according to the Rules of the American Arbitration Association with three arbitrators.