

## Purchase Order Conditions

The following conditions shall form a part of all Purchase Orders issued by RF Central, LLC. In accepting the award of a Purchase Order from RF Central, LLC, the vendor (identified in the Purchase Order as "Issued to") as well as all of its agents, employees, associated companies and subcontractors where applicable agrees to these Conditions and to having read and acknowledged these Conditions.

1. **Complete Agreement**  
Upon acceptance by RF Central, LLC, a solicitation, bid, proposal, or price quotation and the resulting Purchase Order shall be deemed a binding contract. Changes are binding only if agreed to in writing.
2. **Acceptance**  
If a Purchase Order is not accepted as written, RF Central, LLC's Purchasing Division must be notified immediately. The Purchase Order and a written explanation must be returned at once to the Purchase Agent specified on the Purchase Order.
3. **Correspondence**  
Written correspondence relating to a Purchase Order shall be delivered to the Purchasing Division to the attention of the specified Purchase Agent at RF Central, LLC's offices located at 99 Garden Parkway, Carlisle, PA, USA 17103.
4. **Deliveries**  
Goods and/or services shall be delivered on or before the date specified on a Purchase Order. Partial deliveries may be accepted. RF Central, LLC reserves the right to designate the freight carrier and routing.
5. **Late Shipments**  
Vendor is responsible for notifying RF Central, LLC of any late or delayed shipments. RF Central, LLC reserves the right to cancel all or any part of the Purchase Order if vendor fails to make deliveries within the time specified on the Purchase Order.
6. **Sellers Invoice**  
Vendor must submit its invoice within 100 days of completing the order. Failure to observe this time limitation may constitute a waiver of all claims for payment of the invoice. Invoices shall be prepared and submitted in duplicate to the "Ship-to" address shown on the Purchase Order. Separate invoices are required for each Purchase Order and shall reference the Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.
7. **Freight Charges**  
Freight charges, whether sold FOB Destination or FOB Point of Shipment, must be prepaid.
8. **Infringement**  
The vendor shall hold RF Central, LLC, its officers, agents, and employees harmless from liability of any nature or kind on account of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, materials, or appliances furnished or used under a Purchase Order issued by RF Central, LLC.
9. **Inspection**  
All material and workmanship is subject to inspection and test by RF Central, LLC notwithstanding any inspection during manufacture or witness test at the plant, warehouse or other location. Final inspection and acceptance of any articles ordered shall be after receipt by RF Central, LLC. RF Central, LLC reserves the right to reject any articles which do not comply with the specifications of its Purchase Orders or which contain defective materials or workmanship. Rejected articles shall be removed at vendor's expense, including transportation both ways promptly after notification of rejection, and vendor shall bear risk or rejected articles.
10. **Assignment of Contract**  
Vendor shall not assign any part of the Purchase Order or referenced contract without prior written consent of RF Central, LLC.
11. **Quantities**  
Deliveries must not exceed the quantities shown on the Purchase Order without prior written approval of the Purchasing Division.
12. **Safety Orders, Regulatory Compliance**  
Where any goods and services are regulated, certified or ostensibly approved or are to be operated pursuant to any license, grant or regulatory control of any Federal or State Agency then the goods or services must conform with any and all of the health and safety regulations of the appropriate governmental entity including (but not limited to) the Federal Communications Commission, the Federal Aviation Administration, the Pennsylvania Department of Health and the Occupational Safety and Health Act of 1970.
13. **Title to Goods**  
It is the intent of the parties to this contract that all risk of loss and title to the commodities covered by this contract shall pass at the FOB point contained herein except as expressly ordered otherwise.
14. **Warranty**  
Notwithstanding RF Central, LLC's acceptance or right of inspection and/or any other terms or conditions provided in the Purchase Order and referenced contract, the vendor warrants that all articles furnished there under are free from defects in design, materials, or workmanship and that articles fully comply with specification and are suitable and fit for the use intended.
15. **Equal Employment Opportunity**  
Vendor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Vendor shall provide equal opportunity in all employment practices.