

**MAJOR LEAGUE ELECTRONICS LLC
TERMS & CONDITIONS OF SALE**

1: OFFER AND ACCEPTANCE: Major League Electronics LLC ("Seller") hereby rejects any offer to purchase the Goods which is inconsistent in any way with these terms and conditions. Seller hereby offers to provide the Goods subject to Buyer's agreement that the terms and conditions set forth herein shall govern the sale of the Goods ("Seller's Offer"). If Buyer should find any of these terms or conditions not acceptable, Buyer must so notify Seller within five (5) days of receipt of Seller's Offer or any objections which Buyer may have shall be considered forever waived. Seller reserves the right to revoke or modify its offer in whole or in part prior to Buyer's acceptance of Seller's Offer. No order (whether transmitted in written form or through electronic medium) shall be binding upon Seller until accepted and acknowledged by Seller. Buyer may signify its acceptance of Seller's Offer by acceptance of the Goods or any other manner permitted by law.

Acceptance of Seller's Offer is expressly limited to the terms and conditions contained herein. No other terms and conditions shall apply, including any terms or conditions contained in any purchase order, request for quote (RFQ), bid proposal, response hereto, or other operational form of Buyer or Buyer's agent which are in addition to or different than the terms and conditions contained herein.

Any such additional or different terms and conditions are hereby objected to by Seller. Delivery of the Goods or other performance by Seller with respect to the Goods shall not constitute Seller's acceptance of any additional or different terms and conditions.

2: PRICES: Seller's prices are subject to change without notice, save that Seller shall not increase prices for orders accepted and acknowledged by Seller. Buyer acknowledges that all prices shall be exclusive of transportation, insurance, taxes (including, without limitation, any sales, use, value added, excise or similar tax) license fees, customs fees, duties, premiums, fees and other charges. Any such taxes, fees and charges will be set forth by Seller separately on Buyer's Invoice and shall be paid by Buyer in addition to the price of the Goods. Prices are for goods only and do not include equipment, tools, dies, technical data, proprietary rights of any kind, patent rights, qualification tests, environmental tests or other tests (except Seller's standard tests) or packaging (other than Seller's standard packaging), unless expressly agreed to in writing by Seller. Seller reserves the right to levy additional charges in the event that Buyer imposes special requests on Seller.

3: ERRORS: Typographical and / or clerical errors in quotations, price lists, invoices, labels, acknowledgements, drawings, specifications and the like are subject to correction by Seller.

4: DESCRIPTIONS: All specifications, drawings, illustrations, descriptions, photographs, and particulars of weights, dimensions and other details including, without limitation, statements regarding compliance with legislation or regulation (together "Descriptions") wherever they appear (including, without limitation, in catalogs, on websites, on dispatch notes, invoices or packaging) are intended to give a general idea of the goods, but do not form part of this Agreement.

5: GOODS CHANGES: The Seller reserves the right, at any time without giving prior notice to Buyer, to modify the design of the goods, or substitute materials, provided that such changes or substitution do not materially affect the form, fit or function or degrade the quality of the goods. Goods furnished by seller are to be within the limits and tolerances shown on Sellers drawings, unless otherwise agreed to in writing between Buyer and Seller. Furthermore, Seller reserves the right to discontinue the manufacture of any goods at any time. Seller shall have no obligation to modify goods previously supplied.

6: SUITABILITY: All quotations given and recommendations or sales made (including, without limitation, cross-referencing a competitor's goods) are upon the express condition that there is no guarantee, warranty or representation given or made as to the suitability of the goods for any specific purpose, even if that purpose is known to Seller.

THE GOODS ARE NOT RECOMMENDED OR AUTHORIZED FOR SAFETY, LIFE SUPPORT, SURGICAL IMPLANT, NUCLEAR, MILITARY OR COMMERCIAL AIRCRAFT APPLICATIONS, OR FOR ANY USE OR APPLICATION IN WHICH THE FAILURE OF A SINGLE COMPONENT COULD CAUSE SUBSTANTIAL HARM TO PERSON(S) OR PROPERTY. Buyer assumes all risk and liability for use in such applications and agrees to indemnify Seller for any and all damages that may be incurred as a result of use of Sellers goods in these prohibited applications.

7. DISPATCH & DELIVERY: Buyer agrees that delivery of the Goods shall be Ex-Works (as defined by Incoterms 2000) Seller's designated shipping facility in New Albany IN, USA or as otherwise advised from time to time by Seller to Buyer. Risk of loss or damage to the Goods shall pass from Seller to Buyer at the shipping point upon delivery to the carrier. Buyer assumes full responsibility for resolving any claims with the carrier in the event of misdelivery, non-delivery, loss or damage. Title to the Goods shall pass upon payment in full by Buyer. All dispatch dates are approximate only. Seller will make reasonable efforts to deliver in accordance therewith, but shall have no liability for failure to do so.

8: CANCELLATIONS: Seller is a 'Build to Order' manufacturer and orders which have been accepted by Seller may be cancelled in whole or in part only with the prior written consent of Seller and the payment by Buyer to Seller of a cancellation charge which will be assessed by Seller to include and expenses incurred and other losses including, without limitation, loss of profits. In no event will the cancellation charge be greater than the sales price of the Goods.

9: BLANKET ORDERS: If Buyer's order for the Goods is in the form of a blanket or open order (i.e., an order which specifies a quantity of Goods to be shipped according to release authorizations to be issued periodically by the Buyer or in a series of scheduled deliveries), Buyer agrees that each release shall be treated as a separate sale transaction hereunder and that all releases shall be non-cancellable upon issuance by Buyer. Buyer further agrees that, unless otherwise specifically agreed to in writing by Seller, it must authorize all releases under such blanket or open order within twelve (12) months of Seller's acknowledgment of the order.

10: TOOLING: Unless the Buyer pays the full costs of special tooling and other equipment necessary to manufacture the Goods as a separate charge, such tools and equipment shall remain the property of Seller. Seller may charge Buyer for the cost of maintenance and rework of such tools and equipment owned and provided by Buyer. Notwithstanding the foregoing, however, Seller shall retain all rights in and to any and all intellectual property that may be contained or embodied in the Tooling irrespective of whether or not Buyer has paid full cost of any such tooling.

11: EXPORT REGULATIONS: Buyer acknowledges that if the items purchased hereunder are to be exported, they are subject to the US Commerce and / or State Department Export Regulations, and buyer accepts full responsibility for and agrees to comply fully with such regulations, including obtaining export licenses and re-export permission.

12: FORCE MAJEURE: Seller shall not, under any circumstances, be liable for any delay in or default of any of its obligations hereunder when such delay or default is directly or indirectly caused by or in any manner arises out of any cause beyond its reasonable control and not due to its negligence including, without limitation, fire, flood, accident, act of God, war, embargo, strike, fuel, material and supply shortages or transportation delays (collectively, "Force Majeure Events"). Seller agrees to notify the Buyer as soon as possible of the occurrence of any Force Majeure Event. Upon the occurrence of a Force Majeure Event, Seller's performance hereunder shall immediately be suspended and any affected ship dates shall be automatically extended for a period equal to the duration of the Force Majeure Event.

13: CREDIT & PAYMENT TERMS: Unless credit is specifically granted in writing by Seller, payment in full is due upon the terms defined in Seller's Pro-Forma Invoice. All payments for Goods released and shipped on approved credit accounts shall be due in full and in legal tender of the United States upon net 30 day terms, or as otherwise agreed in writing between Seller and Buyer. Payment of each of Seller's invoices shall be made in accordance with the terms of the invoice.

At any time when in its opinion the financial condition of the Buyer warrants, Seller may either alter or suspend credit. Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. In addition to any other rights and remedies available to Seller, failure to pay any amount due within the time specified will result in a late charge of 1.5% per month (or the maximum allowed by law) being applied to the overdue balance. Buyer shall pay all reasonable fees and expenses (including, without limitation, attorney fees) incurred by Seller in the enforcement of Seller's rights hereunder.

14: RETURNS, DEFECTS AND SHORTAGES: Buyer shall inspect Goods upon delivery, and in any case, no later than 10 days after delivery. Buyer shall immediately notify Seller of any shortages, defects or non-conformities. Written authorization must be obtained from Seller prior to the return of any Goods. If Seller is able to verify the defect, Seller retains the option to repair, replace or issue credit, at Seller's option, for the defective Goods. Seller shall have the right, prior to return, to inspect at Buyer's location any goods claimed to be defective or nonconforming. Buyer will return goods, freight prepaid and insured, to Seller's designated facility. In no case will Goods which have been used or modified in any way be accepted for return. If Seller determines that Goods have been returned without cause and are in compliance with Seller's specifications, Buyer will be notified and the Goods returned at Buyer's expense. In Seller's sole discretion, a reasonable charge for testing and inspection may be made.

15: COMPLIANCE WITH LAW: Seller represents and warrants that the Goods, as shipped, are in material compliance with applicable federal and state laws.

16: GOVERNMENT CONTRACTS: Buyer may not use the Goods in fulfilling a contract with the United States Government unless Seller has approved such use in writing. If the Goods are to be used in fulfilling a contract with the United States Government, Seller will comply with all mandatory requirements of such contract which are applicable to Seller provided that Seller has received written notice of such requirements from Buyer in sufficient time to incorporate their impact into the price and delivery schedule for such Goods. In addition, Seller may at its option adopt any provisions of the FAR, DFAR, DAR or other federal statutes or regulations which are applicable to Seller.

17: LIMITATION OF LIABILITY: IN NO EVENT, SAVE FOR DEATH OR PERSONAL INJURY, SHALL SELLER'S LIABILITY FOR ANY DAMAGES ARISING OUT OF THE SALE OF ANY OF THE GOODS HEREUNDER, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, EXCEED THE AMOUNT THAT SELLER HAS BEEN PAID FOR THE GOODS HEREUNDER AND UNDER NO CIRCUMSTANCES SHALL SELLER BE SUBJECT TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR CONTINGENT DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS OR GOODWILL.

18: EXCLUSIVE WARRANTY & REMEDY: Seller warrants that the Goods sold to Buyer will be free from defects in material and workmanship and will conform to applicable specifications. This warranty shall apply only where Buyer has given Seller written notice of such defect or nonconformity within ninety (90) days after delivery of the Goods by Seller. This warranty does not extend to any Goods which have been subjected to abuse, misuse, neglect or accident, or to any Goods which have been repaired or altered by other than Seller. THE FOREGOING WARRANTY AND THE WARRANTY EXPLICITLY SET FORTH IN SECTION 19 BELOW ARE BUYER'S SOLE AND EXCLUSIVE REMEDY AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

19: PATENT WARRANTY AND INDEMNITY: Buyer shall indemnify, defend and hold harmless Seller, its officers, agents and employees against any expense, loss attorneys fees, costs, damage or liability arising out of all claims or actions for infringement of patents or copyrights, misappropriation of trade secrets or wrongful use of designs, trademarks or trade names based on Goods designs or specifications supplied by Buyer. Upon receipt of notification of any actual or alleged infringement of any patent, trademark, trade secret, copyright or any other proprietary right., Seller shall, at its option either (i) defend the allegation of infringement,; (ii) modify the design of the challenged goods; (iii) negotiate a reasonable licensing arrangement that permits Buyer to continue using the challenged goods; (iv) substitute a non-infringing goods which meets or exceeds the requirement and specifications of Buyer; or (v) terminate this Contract without further liability.

20: WAIVER: Except as may be otherwise provided herein, no waiver, alteration or modification of any of the provisions hereof shall be effective unless provided in writing and signed by a duly authorized officer or employee of Seller. Any waiver (express or implied) by Buyer or Seller of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

21: AUTHORITY OF THIRD PARTIES: Buyer acknowledges that Seller's distributors and manufacturer's sales representatives have not been granted any authority from Seller to modify any of these terms and conditions on behalf of the Seller, to make additional representations or offer additional warranties concerning the Goods which are not otherwise expressly provided herein, or to otherwise legally bind the Seller.

22: ENTIRE AGREEMENT: These terms and conditions (and any special terms provided in Seller's quotation or order acknowledgement) shall set forth the entire, final and complete agreement and understanding among the Buyer and Seller with respect to the sale of the Goods, and merges and supercedes all prior and contemporaneous discussions, agreements and understandings of every kind and nature among the parties as to the Goods. This agreement shall not be modified, varied or supplemented by any course of dealing, usage of the trade or otherwise except by a writing signed by the parties hereto.

23: SEVERABILITY: If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, such provision(s) shall be enforced to the fullest extent permitted by applicable law, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

24: NOTICES: All notices, requests, demands and other communications required or permitted hereunder shall be in writing and delivered by regular mail, to the respective addresses of the parties listed on Seller's Order Acknowledgement. Notices shall be deemed to have been duly given, made and received upon actual receipt by the recipient.

25: DISPUTE RESOLUTION: Actions by Seller for non-payment by Buyer of the invoice(s) for Goods sold by Seller, or for redress of other breaches by Buyer of these Terms and Conditions of Sale may be brought by Seller, at its option, before any US or foreign judicial court of competent jurisdiction or at Seller's option, disputes between Seller and Buyer, including all claims for non-performance by Seller, shall be finally settled by arbitration under the Commercial Rules of the American Arbitration Association, by a single arbitrator appointed in accordance with said Commercial Rules applying these Terms and Conditions of Sale and consistent provisions of the federal and state laws (except conflict of law rules) of the State of Indiana, USA.

26: GOVERNING LAW: This Agreement shall be governed, construed and enforced solely by the Laws of the State of Indiana. The rights and obligations of Seller and Buyer in connection with the sale of Goods hereunder shall not be governed by the provisions of the Uniform Commercial Code (UCC) or any state version of the UCC, except to the extent that these terms and conditions fail to address the particular matter in issue. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Goods and is explicitly excluded from these terms and conditions.