

STANDARD TERMS AND CONDITIONS OF SALE

GENERAL

Titan Microwave Inc. ("Seller") offers for sale the products commercially available through a Seller website or described in a quote issued by Seller ("Product(s)") to research institutes, businesses, universities and other entities ("Buyer") solely under these terms and conditions ("Terms"). These terms, together with Seller's quotation ("Quote") (if any) explain and create the contractual agreement between Seller and Buyer regarding Seller's provision and Buyer's use of the Products ("Agreement"). The agreement between Seller and Buyer is created when Seller accepts Buyer's purchasing order, either by sending a written confirmation, or by shipping the Product or otherwise initiating action to provide what Buyer has ordered. All orders are subject to acceptance in writing by an authorized representative of Seller. All orders must identify the Products, part numbers, unit quantities, applicable prices, shipping instructions, currency, bill-to and ship-to addresses and requested delivery dates of Products being purchased. Orders may not be cancelled or rescheduled without Seller's written consent.

Seller hereby objects to any terms and conditions that may be contained in any form issued by Buyer and notifies Buyer that they are hereby expressly rejected in their entirety. Seller's act of delivering products to Buyer shall not be deemed an acceptance of such terms or conditions. If Buyer has any questions regarding the Agreement, please contact Seller at info@titan-microwave.com

QUOTATIONS

Prices are quoted in US\$. Unless otherwise specified in the quotation, any quotation issued by Seller shall expire in thirty (30) days after the printed date of the quote, and may be reinstated only by written confirmation by Seller. Seller reserves the right to correct clerical errors. Seller's products are subject to continuous improvement. To achieve this goal, Seller reserves the right to change features, processes, materials, testing and other specifications as necessary. Unforeseen changes in costs beyond our control, such as costs for raw materials, wages, energy and other costs shall entitle us to adjust prices accordingly.

TAXES

Unless otherwise agreed to in writing by Seller, all prices quoted are exclusive of transportation and insurance costs, international duties, and all taxes of local sales, excise and value added, goods and services taxes, and any other taxes. Payment of which shall be the responsibility of Buyer. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in collection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon.

PAYMENT

Unless otherwise agreed in writing, payment of all amounts due hereunder shall be made in advance and by wire transfer in the manner set forth on Seller's invoice. Buyer will initiate payment of the full invoiced amount (no discounted) to Seller within 14 days from the date of invoice. All payment shall be made in the currency stated by the Seller in the invoice. All fees are borne by the Buyer. Orders will be started to produce or be prepared once the payment is received. Seller are not obliged to accept bills, credit card, cheques, or other promises to pay.

CANCELLATION

Orders are not subject to cancellation or modification, in whole or in part, after Seller's acceptance, except with Seller's express written consent, and upon payment of a cancellation charge which will cover all costs incurred by Seller to time of cancellation. If Buyer cancels the order without Seller's acceptance, the Buyer agrees to pay all the costs incurred by Seller.

DELIVERY

1. Unless otherwise agreed upon by Seller, all sales are made EX Works Seller's location in Chengdu.
2. Seller will make reasonable efforts to meet the confirmed shipping dates. Lead times are provided for information purposes only and shall be not-binding. Design or specification changes may cause possible adjustments to delivery. Order quantities subject to scheduled delivery dates must be mutually agreed upon. Seller will not be responsible for delays or failure to complete production, shipment or delivery of Buyer's order caused by any event beyond Seller's control including, without limitation, acts of God, fire, inclement weather, labor disputes, changes in order specifications, failure of shipping facilities or Buyer's acts or omissions, nor shall the carrier be deemed an agent of Seller.
3. In the event Seller for any reason anticipates any difficulty in complying with the required delivery date or any of the other requirements of this Order, Seller shall promptly notify Buyer in writing, and upon request, provide Buyer adequate assurance of performance.
4. A delayed delivery of an Order does not entitle Buyer to cancel other deliveries.
5. Seller are entitled to make partial deliveries.
6. In case the products are sent to Buyer or a third party at the Buyer's request, the risk of accidental loss or accidental damage of the products shall pass to the Buyer once the products have left Seller's facility/warehouse.
7. If Buyer requests that Seller organize transportation on Buyer's behalf, Seller or its agent may select any commercial air, ship, motor or rail carrier or any combination thereof for the transportation of the Products, Seller shall not be responsible for any acts or omissions of any such carrier.
8. Seller agrees to cooperate with and, at Buyer's request and at Seller's reasonable expense, provide data, information, and other reasonable assistance for Buyer to obtain and maintain all regulatory and other permits, clearances, registrations, approvals and submissions required in collection with the import of the Products.

TITLE AND RISK OF LOSS

Risk of loss or damage in transit shall be borne entirely by Buyer at all times after the Products are delivered to the carrier for shipment. However, the right to stop delivery in transit shall remain with Seller until payment in full has been received by Seller.

LIMITATION OF LIABILITY

Seller shall not be liable for, and Buyer assumes responsibility and shall indemnify, defend and hold Seller harmless for personal injury or property damages, resulting from the improper use, operation, or maintenance or unauthorized alteration, modification, repair of the Products, or its integration to another product in contrary to Seller's instructions and recommendations, or Buyer's failure to properly communicate Seller's instructions and warnings to users of the Products.

DELAY OR DEFAULT IN DELIVERY

Seller shall have no liability to Buyer for Seller's delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, explosions, vandalism, government embargoes, priorities or regulations, transportation delays, shortages of labor, fuel, materials, supplies, power, transportation facilities or tooling capacity or other similar or dissimilar causes beyond Seller's reasonable control. Under no circumstances shall Seller have any liability for penalties or other consequential damages of any kind resulting in whole or in part from Seller's delay in delivering, or failure to deliver, any Products to Buyer as agreed.

RETURNS, REFUNDS AND EXCHANGES

1. No products shall be returned to Seller, whether for inspection, repair, replacement, or any other reason, without prior approval from Seller.
2. If Buyer fails to timely notify Seller of any defects or other non-compliance of any products delivered or Buyer uses, destroys, modifies any Products that Buyer knows or should have known to be defective or non-compliant without Seller's written consent, Buyer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.
3. Only products originally shipped from Seller (Titan Microwave Inc.) will be considered for return to Seller. By a Buyer requesting return of products to Seller, the Buyer certifies that the products were purchased from Seller and there has been no substitution of the products from another supplier, distributor or other source of the products. Any return must be in the original packaging and in unused condition except of approved for failure analysis/warranty evaluation by a Seller representative via a Return Material Authorization (RMA).
4. Any item for exchange must be in new condition and in the original packaging. Exchanges must be requested within 30 days of shipping date. Defective item(s) may be exchanged/returned for the same item. Items purchased from Seller that have been used or altered and any items that have been sold as Non-Cancelable and Non-Returnable will not be accepted for exchange.
5. Seller does not accept COD shipments and Buyer is responsible for all return freight charges.

HOW TO RETURN AN ITEM:

1. Contact a Seller sales representative within 30 days of shipping date of item(s).
2. Seller will issue a Return Material Authorization (RMA) number. Once the RMA number is received, item must be returned within 14 days. Seller will provide the Buyer with specific instructions on where to mail/return item(s) with the RMA number.
3. Include the signed RMA in the return package stating the reason for the return and the original receipt.

DATASHEET, DRAWING AND OTHER DOCUMENTS

All information concerning weights and dimensions, dimensions and explanations, descriptions, and illustrations submitted by Seller is to be considered as approximate. The Seller shall retain the exclusive ownership and all copyrights in respect of any drawings and other documents. Drawings and other documents shall not be made accessible to third parties without the Seller's consent and shall be returned if so requested.

APPLICABLE LAWS

Any contract or sale made pursuant to these terms shall be governed by the laws of Chengdu, PRC