

Swager Communications, Inc.

Standard Terms and Conditions Relating to All Sales

1. All quotations, proposals, prices or other terms are made for acceptance within sixty (60) days unless otherwise stated. After sixty (60) days, prices in effect at time of shipment will apply.
2. Every effort will be made to maintain shipping schedules. Swager Communications, Inc. (hereinafter noted as "Swager") cannot be responsible for delays in shipping caused by state or local agencies with regard to permits, routing, weather, detours, etc. All deliveries and schedules are contingent on availability of raw materials, fuel and transportation. We will not be liable for damages on account of any delays or abnormalities caused in shipping due to causes beyond our reasonable control. Swager reserves the right to make partial shipments and to submit invoices accordingly.
3. Changes or modifications to orders can be made only by written agreement executed by all parties affected thereby, which agreement shall include any price modification. No agreements made with our workmen will be honored by Swager.
4. Swager's responsibility ceases upon delivery of all shipments to the carrier. The unloading of all shipments is the responsibility of the customer, not the carrier or Swager. Buyer is warned against receipting for merchandises until careful inspection has been made. Any claim made against Swager must be made within thirty (30) days after receipt of merchandise. All merchandise leaving Swager's factory has been carefully inspected and Swager does not assume responsibility for damages or shortages which occur in transit. Buyer must make all claims and report all damages and losses to the delivering transportation company.
5. No federal, state or local taxes are included in quoted prices. All quotations, proposals, prices or other terms are subject to increase without notification by the amount of any sales, excise, or other tax levied or charged to seller by any governmental agency and any such tax will be passed onto purchaser as a tax or as an addition to the selling price. This also applies to any costs incurred due to local statutes or governmental regulations. All permits, taxes, or duties shall be the responsibility of the purchaser of this contract.
6. Orders are not subject to cancellation by Buyer except by written agreement with seller. Any order canceled after any work has been done by Swager, such as drawings, production, etc., will have a cancellation charge, to be determined solely at the discretion of Swager for whatever work has been performed with a minimum of 20% of the purchase order price. If customer so chooses, he shall have the right to receive the material already performed at the time of cancellation at the quoted price. If an order is canceled before any work has been done by Swager, a \$200 cancellation charge will apply.
7. Material received may not be returned by Buyer except by written agreement with Seller. In all cases, permission must be secured from Swager prior to the returning of any goods for credit. All returned goods are subject to a minimum service charge of 20%, plus all transportation charges, and are subject to inspection by Swager. Returned goods will be offered and paid for only upon proof of purchase (i.e. invoice no.) and credit will be issued against invoice value. Swager reserves the sole right to determine amount of credit to be issued on all goods returned for credit. Only standard, currently manufactured Swager products may be considered for return and credit. Unsaleable products will be scrapped and no credit will be received. If returned goods are determined to have no value and Buyer wishes them returned, the Buyer will be charged return freight. Safety equipment, erection equipment, insulators, transformers, nuts and bolts are not returnable.
8. Swager warrants the commercial items of its manufacture only, to be reasonable fit for the purpose for which they are manufactured and sold, provided, however that this warranty shall be effective only if purchaser installs all material according to Swager's recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semiannually, inspect and properly maintain all items. Any item found unfit for its purpose within twelve (12) months from date of delivery will be repaired or replaced free of charge, F.O.B. Fremont, Indiana. Swager shall be immediately notified in writing of such unfitness.

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Swager reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at Swager's standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects.

The warranty made herein is in lieu of all other warranties and, except as expressly stated herein, Swager does not make and there are not warranties or obligations of any kind of nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to product, material, workmanship, or manufacture or as to the use of the items covered hereby. Swager shall not under any circumstances be liable to third persons for any claims or damages including direct, special, indirect, or consequential damages for any reason. The buyer agrees to indemnify and to hold Swager harmless for, of and from any loss, claims, damages, expenses, and attorney's fees, including but not limited to, any fines, penalties, and corrective measures Swager may sustain by reason of the Buyer's failure to comply with said laws, rules, and regulations in connection with the performance of this sale.

The above warranty applies only to items manufactured by Swager. Items not manufactured by Swager are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Swager by the manufacturer of such items and then only to the extent Swager is liable to enforce such warranty or guaranty.

Swager will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by Swager.

The above sets forth the only warranty made by Swager in connection with items manufactured or sold by it, and any provision in any proposals, specifications, advertising or other provisions hereof, are merely descriptive and are not to be construed as warranties made by Swager.

All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by Swager and approved by Swager. Swager assumes not liability for the adequacy of the drawings or the product.

9. Swager reserves the right to change or modify the product and construction of any product manufactured by Swager and to substitute material equal to or superior to that originally specified.
10. Buyer agrees not to disclose or make available to any third party processes, drawings, specifications, reports, photographs, data and other technical or proprietary information relating to Swager products without obtaining prior written consent of Swager.
11. No proposal, order, quotation or acceptance may be changed or varied by verbal agreement, and all orders are accepted only under the provisions set forth herein.
12. Purchase orders and requests for quotations must be submitted in writing to Swager. It is the responsibility of the Buyer or Buyer Representative to provide Swager design loading criteria (wind load, antenna load, geotechnical information, etc.) based on site-specific data in accordance with EIA/TIA-222 (latest revision). This information must be verified by others prior to installation.
13. If outside source inspection, assembly, etc. is required prior to shipment of an order, \$50 per man hour (plus equipment time, if applicable) is chargeable, with \$300.00 as a minimum.
14. Any welding inspection required by customer or customer's specifications must be done at Swager's plant prior to packing and shipment of material from Swager's plant.

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15. A minimum charge of \$25.00 will be billed for special handling and preparation of material for air shipments.
16. Swager reserves the right to apply all remittances and credit memos to the oldest outstanding balance in your account. No credits will be issued for any reason against a purchase order whose billing is more than 90 days old. Customer corrections or complaints must be made within this time period.
17. Standard catalog prices do not include special drawings or product evaluations. If any are required, there will be a charge.
18. Swager at all times reserves the right to take pictures of any or all of its products after installation for advertising purposes, except those which are under classified governmental control.
19. The customer will be responsible for any extra charges incurred on prepaid shipments.
20. A service charge not to exceed 1-1/2% per month or the maximum allowable per State law will be billed on all accounts not paid within thirty (30) days of invoice date.
21. Minimum total net worth of merchandise which can be ordered is \$100.00. Any orders placed for less than \$100.00 will be billed at \$100.00.
22. Any purchase order which is placed under a "Hold order" for over five (5) days by the customer for any reason, will be subject to a 1% per month storage charge, plus a 1-1/2% per month interest charge for a total of 2-1/2% per month from the date of the hold until the order is released.
23. For field installations, we reserve the right to use a crew of our choice, riggers and/or equipment.
24. Unless otherwise stated, all bids, quotations, proposals, etc. are based on normal (4,000 PSI) soil, normal terrain, site access and working conditions.
25. All Cash in Advance (CIA) requirements must be met with certified checks or money orders to insure prompt shipment.
26. All expenses incurred by Swager during any collection effort shall be charged to the customer.