



L3HARRIS™

INTERNATIONAL STANDARD CONDITIONS OF SALE

by L3Harris Technologies, Inc.
accepted by Seller in writing in Lynchburg, Virginia.

-Seller contract shall be formed when

1. STANDARD CONDITIONS OF SALE

Sales of any of the parts or products described or referred

terms and conditions set forth below. Any order for or any statement of intent to purchase any such parts or products or any direction to proceed with manufacture or shipment, shall constitute assent to said terms and conditions and a representation that the Buyer is solvent. Any additional or

in any other communication from the Buyer are hereby objected to by the Seller and shall not be effective or binding unless assented to in writing by an authorized representative of the Seller.

2. PRICES, TAXES AND DUTIES

- A. Prices are FCA, Forest, Virginia (Incoterms 2010) in U.S. Dollars including domestic packing for air freight shipment. International Shipments are packed in wood. Special packaging (if available) may be provided at an extra charge.
- B. Any prepaid transportation charges will be billed to the Buyer by the Seller with payment due in accordance with the payment terms established. There may be a charge for additional product catalogs, price books and disks. Catalog prices do not include any applicable taxes or similar charges which shall be payable by Buyer as



to such cause, (iv) promptly upon submission of
reimburse Seller
for all expenses incurred by Seller, such as
preparation for and placement into storage,
handling, storage, inspection, preservation and



upon 30 days written notice, may terminate the order with respect to the unexecuted portion of work, whereupon Buyer shall promptly pay Seller its termination charges determined in

s invoices

therefor.

7. PAYMENT

A. Except as otherwise mutually agreed upon in writing by Seller and Buyer, payment shall be made in U.S. Dollars via telegraphic bank transfer or proceeds of letter of credit, to a bank account designated in writing by Seller, as follows:

(i) On an order of Five Thousand U.S. Dollars (U.S. \$5,000) or under, payment shall be made simultaneously with the placing of the

permit.

(ii) On an order over Five Thousand U.S. Dollars (U.S. \$5,000), or if the laws of the

Paragraph (i) above, payment shall be made through a letter of credit to be established by Buyer at its expense. All costs, including any bank confirmation charges, relating to such letter of credit are for the account of and shall be paid by the Buyer. All letters of credit shall be in favor of and in a form acceptable to Seller, shall be consistent with the terms of this instrument, shall be maintained in sufficient amounts and for the period necessary to meet all payment obligations, shall be irrevocable and issued by, or confirmed by, a major bank in New York acceptable to Seller within 15 days after acceptance of the order, shall permit partial deliveries and shall provide for pro rata payments, upon

FCA, Forest Virginia or of delivery into storage, as well as payment for export shipment, price adjustments, and cancellation or termination or storage charges.

B. In the event that Seller agrees to any deviation from the cash or the letter of credit requirements set forth above, Seller reserves the right to arrange for export shipment of the Products.

C. If Buyer fails to fulfill any condition of its payment obligations, Seller may: (i) withhold deliveries



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For purposes of this warranty the nickel-cadmium batteries supplied by Seller shall be deemed defective if, while complying with ECR-L3Harris NiCd, NiMH, and Li-Ion Battery

than 80% of rated capacity, or (2) the battery develops leakage. Replacement batteries shall be warranted only for the remaining unexpired portion of the warranty period. This warranty becomes void if: (1) the battery has been subjected to any kind of misuse, detrimental exposure, or has been involved in an accident, or (2) the battery is used in equipment or service other than the Product(s) for which it is specified.

- C. During the Warranty Period, if Hardware fails to meet the foregoing warranties, Seller shall, at its option, correct the failure by: (1) repairing defective or damaged parts or Hardware, or (2) making available any necessary repaired or replacement parts, or (3) by providing new or refurbished parts or new or refurbished equipment. Seller will be responsible for shipping charges incurred in returning repaired parts, replacement parts, or equipment to Buyer. All warranty work must be conducted during normal business hours at Seller's place of business. Any repaired or replacement parts or



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reasonable control of the Seller such as motor ignition and other electrical noise, and interference from other users assigned to the same or adjacent frequencies. The Seller cannot be responsible for interference or disruption of service caused by operation of other radio systems or by natural phenomena or by motor ignition or other interference over which there is no reasonable control. Such foregoing interference and noise may be minimized

adapted for particular locations and installations. Seller will make recommendations as to the use of such devices; however, total freedom from noise and interference cannot be guaranteed. In the event Buyer utilizes facilities or services supplied by others as common carrier services or shared services, Seller shall have no responsibility for the availability or adequacy of any such facilities or services.

13. CANCELLATION CHARGES

Buyer may cancel an accepted order in the following manner only: (1) prior to delivery, by certified mail notice addressed to Manager, Customer Service, L3Harris Technologies, Inc., P. O. Box 2000, Lynchburg, VA. 24501, USA. Said notice must be received prior to delivery of any products or parts (including vendor items drop-shipped to the address appearing on the face of

cancellation charges equal to 15% of the price; (2) after delivery of any products or

consent. Request for cancellation should be addressed as instructed above and said request must be accompanied by payment of restocking charges equal to 25% of the total order price. Any deposit monies held by Seller will be credited against the cancellation or restocking charges.

14. GENERAL

- A. Seller will comply with applicable United States federal, state and local laws and regulations as of the date of acceptance of Buyer's order which relate to equal employment opportunity (including applicable provisions of Executive Order 11246, as amended), workers

facilities of the Ericsson manufactured parts or products delivered hereunder (including applicable provisions of the Fair Labor Standards Act of 1938, as amended). The price and, if necessary, delivery of any parts or products will be equitably adjusted to compensate Seller for the cost of compliance with any change in the federal, state, or local laws or regulations thereafter. THE PROVISIONS OF THE UNITED NATIONS



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arbitrator within a period of thirty (30) days after their appointment, then the third neutral arbitrator shall be appointed by the Court of Arbitration of the International Chamber of Commerce.

3. The arbitration shall be conducted in the English language. Any relevant documents in other languages shall be translated into English if the arbitrators so direct. The law of the Commonwealth of Virginia (excluding its law of the conflict of laws), as provided in Paragraph 14 D. herein, shall be the applicable substantive law. The parties agree that after either has filed a Notice of Demand for arbitration of any dispute subject to arbitration under this instrument, they shall, before the hearing thereof, make discovery and disclosure of all materials relevant to the subject matter