



Rev 8/22/05

## Standard Terms and Conditions / Commercial Products

1. Warranty  
mWAVE Industries LLC warranties material and workmanship on all standard commercial items for a period of five (5) years after date of shipment. This warranty is limited to either the repair or replacement of the defective item at no charge after formal analysis conducted by mWAVE Industries determines that the item was defective because of faulty material or poor workmanship. Warranty returns will not be accepted without prior notification and authorization by mWAVE Industries sales department. All materials will be returned by land freight unless an alternative method of shipment is previously authorized by mWAVE Industries. All related freight charges and evaluation fees would be the responsibility of the customer if materials were found to be within manufacturing and product specifications
  
2. Shipments  
All shipments will be considered as f.o.b. origin (Windham, ME, USA 04038) unless previously negotiated with mWAVE Industries LLC.
  
3. Terms  
All invoices are due and payable in US dollars, net 30 days from date of invoice unless otherwise negotiated at time of order. Invoices remaining overdue for 10 days or more are subject to applicable interest charges, late payment fees, and collection fees.  
  
Any order or contract may be changed or cancelled by the Purchaser upon agreement and acceptance by mWAVE Industries LLC regarding applicable change order or cancellation charges.  
  
All applicable federal, state and local taxes are the responsibility of the purchaser.
  
4. Damages  
mWAVE Industries LLC shall not be liable for consequential damages of any nature with respect to any product or service rendered, delivered or sold.