



Radiation Test Solutions, Inc.
Terms and Conditions of Sale & Quotation

1.	Acceptance of Order/Terms: Except as otherwise mutually agreed to in writing by both the party purchasing services hereunder ("Buyer") and Radiation Test Solutions, Inc. ("Seller"), the following terms and conditions (these "Terms and Conditions") set forth all of the terms of the purchase and sale of Services, as hereinafter defined, between Seller and Buyer (the "Contract"), set forth the exclusive remedies of the parties, and supersede all prior agreements, offers, representations and negotiations between the parties to the extent that they conflict or are in addition to the terms contained herein, this being intended as a final expression and complete and exclusive statement of the terms of the Contract. Acceptance by Seller of the Contract is expressly made conditional on Buyer's assent to these Terms and Conditions, to the exclusion of all other terms and conditions appearing on any purchase order or in any other document provided by Buyer to Seller in connection with the Contract. Acceptance by Buyer of the services (the "Services") described on Seller's acknowledgment of the Contract, or, if no acknowledgment is sent by Seller, delivered to Buyer or performed by Seller, shall constitute acceptance of the terms hereof.
2.	Invoicing: Payment is due and payable thirty (30) days from date of invoice. No discounts are allowed. Non-payment or delay in payment by Buyer shall be considered a breach of the Contract. Seller reserves the right to invoice for individual line items as they are completed and may suspend deliveries of final tested parts and reports in the event Buyer fails to pay for any invoice or shipment when payment is due. Late payments shall bear interest at three percent (3%) per annum over the then current rate, as published in the Wall Street Journal. Unless specifically agreed to all payments are to be made in United States Dollars (USD\$). If made by check, the check must be drawn on a U.S. Bank.
3.	Taxes: Any applicable taxes (sales, use, export or similar) will be added to the final invoice.
4.	Any reference to "Start" or "Completion After Start" is based upon the latest of either the receipt of test articles, receipt of purchase order or agreement of the statement of work.
5.	A statement of work and test plan must be mutually agreed upon by Seller and Buyer before the beginning of any test.
6.	Some tests require the use of third party facilities such as the cyclotron at Lawrence Berkeley National Laboratory or Texas A & M University. As such, schedules are dependent upon availability of these facilities and any start date quoted which require the use of these facilities, is subject to change and is beyond our control.
7.	Buyer will provide additional incidental assistance in support of this quote.
8.	Buyer supplied, specific test hardware (custom DUT boards and associated peripherals) that can be utilized in support of this quote and test, will be available to Seller at no charge.
9.	Cancellation: If Seller is notified, via email, of the cancellation of the purchase order and prior to the beginning of the start of a test, the cancellation fee will be due and calculated as the greater of either 25% of the total invoice amount or the total price of line items for which work has started or completed prior to the date of cancellation. After the start of testing, completion of NRE, issuance of the draft test plan or issuance of draft analysis report, the full amount of the quote will become due. All cancellations must be in writing, via email.
10.	Shipping Charges: Any applicable shipping charges are payable by the Buyer and will be added to the final invoice.
11.	Limited Liability: The specific rights and remedies described in this contract are the exclusive rights and remedies of the respective parties and are in lieu of all other rights and remedies available at law or in equity. Neither party will be liable to the other for any special, incidental or consequential damages, notwithstanding notice of the possibility thereof and the maximum liability of either party to the other whether arising in contract, tort or otherwise shall not exceed the purchase price of this contract.
12.	Law: Seller shall comply with all applicable Federal, State and Local laws applicable to its performance under this Contract.
13.	Warranties: Seller will make its best effort to accurately perform and record all test or other services. Seller does not guarantee that the services provided will be 100% free of error. However, if an error is discovered and is an error specifically and directly attributable to the Seller (not third parties), Seller will, for a period of 90 days, attempt to correct any such errors. Buyer agrees to provide written notice of breach of these warranties within 90 days of delivery any service. Seller's obligations and Buyer's rights are contingent upon timely receipt of this notice. Buyer's rights provided hereunder are Buyer's exclusive rights for breach of warranties and are in lieu of all other rights provided by law or in equity. Except for the warranty provided herein, Seller and Buyer agree that no other warranties, express, implied or statutory are granted.