1. Definitions: As used in these Terms and Conditions, the following terms shall have the following meanings: (a) "Supplies" or "Equipment" shall mean Seller's products or services, (b) The term this "Subcontract", this "Contract" or this "Purchase Order" or this "Agreement" are interchangeable and wherever appearing herein, shall be deemed to mean the contractual instrument, which shall be binding between Purchaser and Seller. 

2. Price: Prices quoted to Purchaser are FFP. Seller reserves the right to change prices or terms after the validity expiration date of the quote or proposal.

3. Terms of Payment: Subject to credit approval and acceptance of Purchase Order by Seller, the Purchaser shall pay the Seller, upon the submission by Seller of proper invoices or vouchers, the prices stipulated in this Contract for supplies or services delivered and accepted. Partial shipments and early deliveries are acceptable and will result in partial invoices. Payments received by Seller beyond thirty (30) days from date of submission of the invoice shall be subject to the assessment of interest at the rate of 1.5% per month.

4. Taxes and Duties: All prices are exclusive of federal, state, and local excise, sales and use and similar taxes arising from or assessed in connection with the Purchase Order. Should Purchaser be exempt from paying certain taxes described above then Purchaser shall be responsible for providing Seller with a properly executed tax exemption certificate acceptable to the interested taxing authorities prior to shipment of supplies or services contemplated under the Purchase Order.

5. Delivery: FOB Origin, Harris Corporation, RF Communications Division (RFCED) Rochester, New York, USA. Risk of loss and damage shall transfer to Purchaser at shipping point upon transfer to a common carrier.

6. Force Majeure: Seller shall be excused from performance and not be liable for delay in performance or non-performance attributable in whole or in part to any cause beyond its reasonable control and which is not within its control but not limited to acts of God, transportation difficulties, by Purchaser's fault or negligence, failure or delay in delivery by Seller's suppliers or subcontractors; strike; shortage of energy, materials or labor sufficient to fill its order (in which case Seller may apply or prorate its shipments to to or among its customers as Seller deems advisable in its judgment), or inability to obtain export licenses or other event or circumstance beyond the control of Seller.

7. Title and Remedies: Title shall pass to Purchaser upon acceptance. If Purchaser defaults in paying or performing any of its obligations hereunder or Purchaser's financial stability changes, Seller may at its option either void this contract or delay or suspend performance, or do any of the above by its agents. In the event a delay or suspension is caused by events outside Seller's control, the time for performance shall be extended for a period equal to the time lost due to such cause.

8. Factory Inspection and Acceptance: Materials or equipment supplied by this Contract shall be new, unused and in conformity with the agreed specifications. Acceptance shall be deemed to occur upon satisfactory completion of standards' acceptance tests at Seller's factory and upon transfer to a common carrier.

9. Changes: Purchaser may, during the progress of the work, request Seller to perform changes within the scope of work. Upon receipt of a change order, Seller will provide a change order to the Purchaser, which change order will be in accordance with the Terms and Conditions herein, the same to be effective unless agreed to in writing and executed by both parties. No alteration, modification, release or waiver, of the Purchase Order or any of the Terms and Conditions herein shall be effective unless agreed to in writing and executed by both parties. Such changes in Purchase Order shall be promptly modified by the Purchaser within thirty (30) days following agreement on such change.

10. U.S. Export License and Transfer Approvals: It is expressly understood and agreed that this Agreement, and all orders arising hereunder, are subject to US export control laws and regulations. Furthermore, in the event of a legal order or request, if applicable, any technical data or technical information transferred to or received by the party requesting such data shall be subject to all United States, foreign, and international regulations and laws governing exports. The party will cooperate with the other party to obtain any necessary export licenses or other permits as required by such laws, regulations, or orders. Seller agrees to inform Purchaser of any change in the terms of this Agreement that would affect the obligation to transfer technology or information.
16. Patent, Copyright, and Trademark Indemnity: Purchaser agrees to notify Seller promptly in writing of any notice, suit or other action against Seller based upon a claim that the supplies delivered by Seller under this Purchase Order, infringe a U.S. patent, copyright, or trade secret of a third party. Seller will defend at its expense any such action, except as excluded below, and shall have full control of such defense, including all appeals and negotiations, and will pay all settlement costs or damages awarded against Purchaser, but Seller shall not be liable to Purchaser for any indirect, consequential or incidental damages, including but not limited to, loss of profits.

In the event of such notice, suit or action, Seller may at its option and at its expense procure for Purchaser the right to continue using the equipment or modify the equipment to render such non-infringing, or accept return of the equipment and replace such with substantially equivalent non-infringing equipment, or accept return of the equipment and refund or credit to Purchaser the amount of the original purchase price, less a reasonable charge for depreciation and damage.

The preceding agreements by Seller in this section shall not apply (1) to any equipment or portion thereof manufactured to specifications furnished by or on behalf of Purchaser; (2) to any infringement arising out of the use of the equipment in combination with other equipment not furnished by Seller; (3) to use in a manner not normally intended; (4) to any patent, copyright, or trade secret in which Purchaser, or subsidiary or affiliate thereof, has a direct or indirect interest; (5) if Purchaser did not provide Seller with prompt notice, authority, information and assistance necessary to defend the action; (6) if any supply to be furnished under this Purchase Order is to be delivered to the United States Government, unless Purchaser’s contract with the Government for the product obligates Purchaser to provide indemnification to the Government for intellectual property rights infringement, but in that event, only to the same extent as Purchaser’s obligation. The foregoing states the entire liability of Seller for patent, copyright, trademark and trade secret infringements by the equipment delivered by Seller under this Purchase Order.

17. Termination for Default: (a)(1) The Purchaser may, subject to paragraphs (b) and (c) of this clause, by written notice of default to the Seller, terminate this Purchase Order in whole or in part if the Seller fails to—
(i) Deliver the supplies or to perform the services within the time specified in this Purchase Order or any extension;
(ii) Make progress, so as to endanger performance of this Purchase Order (but see subparagraph (a)(2) of this clause); or
(iii) Perform any of the other provisions of this Purchase Order (but see subparagraph (a)(2) of this clause).
(2) The Purchaser’s right to terminate this Purchase Order under subdivisions (a)(1)(i) and (1)(ii) of this clause, may be exercised if the Seller does not cure such failure within 10 days (or more if authorized in writing by the Purchaser) after receipt of the notice from the Purchaser specifying the failure.
(b) Except for defaults of Seller’s subcontractors at any tier, the Seller shall not be liable for any excess costs if the failure to perform the Purchase Order arises from causes beyond the control and without the fault or negligence of the Seller. Examples of such causes include
(1) acts of God or of the public enemy,
(2) acts of the Government in either its sovereign or contractual capacity,
(3) fires,
(4) floods,
(5) epidemics,
(6) quarantine restrictions,
(7) strikes,
(8) freight embargoes, and
(9) unusually severe weather.
In each instance the failure to perform must be beyond the control and without the fault or negligence of the Seller.
(c) If the failure to perform is caused by the default of the Seller’s subcontractor at any tier, and if the cause of the default is beyond the control of both the Seller and subcontractor, and without the fault or negligence of either, the Seller shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
(d) If this Purchase Order is terminated for default, the Purchaser may require the Seller to transfer title and deliver to the Purchaser, as directed, any
(1) completed supplies,
(2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Seller has specifically produced or acquired for the terminated portion of this Purchase Order.
Upon direction of the Purchaser, the Seller shall also protect and preserve property in its possession in which the Purchaser has an interest.
(e) The Purchaser shall pay Purchase Order price for completed supplies delivered and accepted. The Seller and Purchaser shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause.
(f) If, after termination, it is determined that the Seller was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.
(g) The rights and remedies of the Purchaser in this clause are in addition to any other rights and remedies provided by law or under this Purchase Order.

18. Assignment: Neither party shall assign the Purchase Order to any other party without the prior written consent of the other party. Any attempted or purported assignment of the Purchase Order without the other parties’ prior written consent shall be null and void and not binding.

20. Orders Issued Under Government Prime or Subcontracts: Nothing in Harris Standard Terms and Conditions shall be construed to authorize the waiver of any provision of law as prescribed in FAR Part 12, or terms as set forth in FAR 52.244-6, Subcontracts for Commercial Items, if applicable.

21. Survivability: The following provisions shall survive the completion or termination of this Purchase Order: U.S. Export License and Transfer Approvals (10), Information Exchange (11), Public Release Information (12), and Limitation of Liability (13).

22. Restocking: Restocking standard equipment may be accepted with specific written approval of Seller. Special products shall be subject to all expenditures made and committed for this order with a reasonable allowance for prorated expenses and profit. All authorized returns will be subject to a restocking charge of 20%.

23. Waiver: Any waiver by either party of a breach or default shall not constitute a general waiver of any other breach or default otherwise occurring.

24. Enforceability: The parties agree that if any portion of this Purchase Order shall become illegal and/or unenforceable, the remaining portion shall continue to be binding and enforceable provided that the validity of the remaining portion would not defeat the overall business intent of the parties or give one party any substantial financial benefit to the detriment of the other party.