



Shireen's Terms of Sale

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1. Prices:

- a. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms and conditions that are not a part of the original price quotation.
- b. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, value added, occupational or like taxes, tariffs, customs, duties and importing fees. Prices are consequently subject to increase by the amount of any such tax, tariff, duty or fee that Shireen pays or is required to pay or collect upon sale or delivery of products.

2. Terms of Payment:

Terms are cash, Credit card or payment via Paypal, except where satisfactory open account credit is established, in which case terms are net thirty (30) days from the date of invoice. Shireen reserves the right at any time to revoke any credit extended to Buyer for any risk deemed sufficient by Shireen. Shireen will issue invoices on delivery in the case of all products; if deliveries are authorized in installments, each shipment shall be invoiced and payable when due without regard to other scheduled deliveries. Overdue payments shall be subject to finance charges computed at a periodic rate of 1.5% per month (18% per year) or, if less, the maximum rate permitted by law. All amounts owed by Buyer with respect to which there is no dispute shall be paid without set-off of any amount that Buyer may claim is owed by Shireen and regardless of any other controversies that may exist.

3. Delivery:

All U.S. domestic deliveries are FOB Rockville, MD. All international deliveries are EXW Seller's Factory (Incoterms 2000).

4. Shortages:

Buyer must make claim for credit due to shortage within ten (10) days of the date of the shipment. Any shortage claim not made within this period is conclusively deemed waived by Buyer. For missing component of product kit, request for replacement must be placed within 2 weeks.

5. Shipment:

Unless specific instructions to the contrary are supplied by Buyer, Shireen will select the carrier and ship the products to Buyer's address indicated on Buyer's purchase order. Shireen will not assume any liability in connection with the shipment or constitute any carrier as its agent. Buyer shall be responsible for making all claims with carriers, insurers, warehouses and others for non-delivery, loss, damage or delay.

6. Offer/Acceptance:

Shireen offers to sell and deliver the products and services specified herein in accordance with the terms and conditions hereof. THIS OFFER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS HEREOF AND ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER ARE HEREBY REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY SHIREEN.

7. Cancellation, Rescheduling and Modifications:

Any request for order cancellation, rescheduling, or modification must be made in writing and approved in writing by an authorized agent of Shireen at its principal office in Maryland. No cancellations, quantity decreases, or push-outs may be made within 30 days of Factory Commit Date (FCD).

8. Returns:

Buyer shall not return any products for any reason without the prior authorization of Shireen and the issuance of a Return Material Authorization (RMA). The terms and conditions of Shireen standard return policy apply. Please refer to return policy for details.

9. No Modification or Reverse Engineering:

Buyer agrees that it will not modify, adapt, alter, translate, or create derivative works from any of the products purchased under this Agreement or derive, attempt to derive or direct others to derive the source code of any



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software product or the physical structure or technical properties of any other product purchased under this Agreement by reverse engineering, disassembly, decompilation or any other means.

10. Warranty:

Shireen warrants that each product will be free of defects in material and workmanship for a period of one (1) year. This warranty commences on the date the product is shipped by Shireen. Shireen's sole liability and responsibility under this warranty is to repair, replace or issue a credit for the purchase price of any returned product under terms and conditions of return policy. Product returned to Shireen for warranty service will be shipped to SHIREEN at Buyer's expense and will be returned to Buyer at Shireen's expense. In no event shall Shireen be responsible under this warranty for any defect which is caused by negligence, misuse or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product.

11. Warranty Disclaimer:

SHIREEN'S EXPRESS WARRANTY TO BUYER CONSTITUTES SHIREEN'S SOLE LIABILITY AND BUYER'S SOLE REMEDY. SHIREEN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. Substitutions and Modifications of Specifications:

Shireen assumes the right to make substitutions and modifications in the specifications of any of the products or parts thereof designed by Shireen provided such substitutions or modifications will not materially affect the performance of such products.

13. Assignment:

This Agreement is not assignable by Buyer and any attempt to assign any rights, duties or obligations arising hereunder shall be void.

14. Force Majeure:

Shireen shall not be liable for any loss or damage resulting from any delay in delivery or failure to give notice of delay when such delay is due to any cause or event beyond Shireen's control, including, without limitation, acts of nature, acts of terrorism, unavailability of supplies or sources of energy, riots, wars, fires, strikes, labor difficulties, delays in transportation, delays in delivery or defaults by Shireen vendor or acts or omissions of Buyer.

15. Limitation of Liability

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BY AN AUTHORIZED AGENT OF SHIREEN, SHIREEN SHALL NOT BE LIABLE TO BUYER, ITS CUSTOMERS OR ANY OTHER THIRDPARTY, IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, FOR ANY LIABILITY, LOSS, DAMAGE, COST OR EXPENSE ARISING OUT OF ANY CLAIM FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RELATED TO THE PRODUCTS SOLD HEREUNDER. IN NO EVENT SHALL SHIREEN BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST OPPORTUNITIES OR INTERRUPTION OF BUSINESS) OR PUNITIVE DAMAGES DUE TO ANY CAUSE WHATSOEVER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF WARNED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS CONTRACT FAIL THEIR ESSENTIAL PURPOSE. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST SHIREEN MORE THAN ONE YEAR AFTER THE RELATED CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL THE ACCRUED TOTAL LIABILITY OF SHIREEN FROM ANY LAWSUIT, CLAIM, WARRANTY OR OTHER DISPUTED MATTER EXCEED THE AGGREGATE SUM PAID TO SHIREEN BY BUYER UNDER THE ORDER THAT GIVES RISE TO SUCH LAWSUITS, CLAIM, WARRANTY OR DISPUTE.

16. Use in Safety and Life Support Applications:

THE PRODUCTS SOLD BY SHIREEN TO BUYER HEREUNDER ARE NOT DESIGNED OR INTENDED FOR USE IN APPLICATIONS WHERE FAILURE CAN REASONABLY BE EXPECTED TO RESULT IN PERSONAL



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INJURY OR DEATH (INCLUDING, WITHOUT LIMITATION, FOR NAVIGATION, WEAPONRY, AVIATION, NUCLEAR OR SAFETY EQUIPMENT, FOR SURGICAL IMPLANT, FOR RESCUE OF PERSONS OR TO SUPPORT, PROTECT OR SUSTAIN LIFE). BUYER USES, MARKETS AND SELLS THE PRODUCTS FOR SUCH APPLICATIONS AT ITS SOLE RISK AND EXPENSE, AGREES TO INDEMNIFY AND HOLD SHIREEN HARMLESS FROM ANY AND ALL DAMAGES, COSTS OR EXPENSES ARISING FROM ANY CLAIM OR ACTION OF ANY THIRD PARTY BASED ON THE ACTUAL OR ALLEGED FAILURE OF A PRODUCT TO PERFORM SUCH APPLICATIONS AND AGREES THAT SHIREEN'S WARRANTY IN THIS AGREEMENT DOES NOT EXTEND TO ANY SUCH APPLICATIONS.

17. Waivers:

All rights and remedies of Shireen hereunder shall be cumulative and may be exercised singularly or concurrently. In the event that either party shall on any occasion fail to perform any term herein and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

18. Governing Law:

This Agreement is made in, governed by and shall be construed in accordance with the laws of the State of Maryland without regard to conflicts of laws principles. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this Agreement.

19. Exports:

The ultimate shipment of potential orders solicited by Buyer shall be subject to the right and ability of Shireen to make such sales and shipments under all policies, decrees, orders, laws, rules and regulations of the United States government and agencies and instrumentalities thereof presently in effect, or which may be in effect hereafter, which govern exports or otherwise pertain to export controls, including, without limitation, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC) regulations. Any order which has been accepted by Shireen but which cannot be fulfilled due to such policies, decrees, orders, laws, rules or regulations shall be considered to have been rejected when submitted to Shireen for acceptance or rejection. Buyer shall not transfer, directly or indirectly, any product or technical data received from Shireen or the direct product of such data, to any destination subject to export restrictions under U.S. law, unless prior written authorization is obtained from the appropriate U.S. government agency.

20. Entire Agreement and Amendments:

The terms and conditions herein, constitute the entire agreement between the parties and supersede all previous communications, whether oral or written. Any changes to this Agreement may be made only upon mutual agreement of the parties in writing.