

INTERCON, INC. PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. These Terms and Conditions (“Terms”) apply to all purchase orders submitted by Buyer to Intercon, Inc. (“Intercon” or “Seller”) for any product that Intercon sells to Buyer. Buyer’s agreement to these Terms is indicated by Buyer’s submittal of a purchase order to Intercon. Buyer further agrees that these Terms apply to all future purchase orders submitted to Intercon by Buyer. Any additional terms stated on Intercon’s quotation or Intercon’s purchase order form will also apply. All purchase orders submitted by Buyer to Intercon are final and may not be cancelled without Intercon’s written agreement. All products shipped to Buyer by Intercon are non-returnable.

2. Warranty, Disclaimer, and Limitation of Remedies. Intercon warrants the product to be free of defects in materials and workmanship for a period of twelve (12) months from the date of purchase. Intercon makes no other warranties or representations of any kind whatsoever, express or implied, and hereby disclaims any other express warranties.

INTERCON FURTHER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

Intercon will not be liable for any direct damages or for any special, punitive, incidental, or indirect damages resulting from use of this product, or for any consequential damages (including, without limitation, lost profits), even if Intercon has been advised of the possibility of such damages. Intercon will not be liable for any damages which you claim based on a third-party claim. If the product should fail, malfunction or otherwise be defective within 12 months from the date of purchase, your **exclusive remedy** is to return the product for repair and replacement of the product. If Buyer sells this product, either standing alone or as a component of another product, to a third-party purchaser within 12 months of the purchase from Intercon, the express warranty herein will terminate as of the date Buyer delivers the product to the third-party purchaser.

3. Payment terms. Prices are quoted in U.S. dollars. Payment terms are net 30. A service charge of 1.5% per month will be due for any past due payment.

4. Shipment terms. Unless otherwise agreed, shipment will be FOB origin.

5. Breach of Agreement. If either party breaches this agreement, the breaching party will be liable for the other party’s reasonable costs and attorney’s fees incurred in connection with the breach.

6. Indemnification. Buyer shall defend, indemnify, and hold Intercon harmless against any and all legal claims, damages, and expenses (including reasonable attorney fees) of any nature whatsoever which may be made against Intercon or which Intercon may sustain by reason of injury or death of any person or persons or damage to or loss of property, arising out of shipment or the use of the product.

7. Entire Agreement. These Terms and any additional terms stated on Intercon’s quotation or Intercon’s purchase order form constitute the entire Agreement between the parties as to the matters set forth herein. No modification of this Agreement shall be valid unless such modification is in writing and signed by the President, CFO or other authorized officer of the party.

8. Severability. If any provision in these Terms is found to be unenforceable, that provision will be deemed severable, and all other provisions will remain fully enforceable.

9. Governing Law/Venue. This agreement is made in Bedford County, Virginia. It is understood and agreed by the parties that: the construction and interpretation of these Terms shall at all times and in all respects be governed by the laws of the Commonwealth of Virginia; that any cause of action under this agreement shall be deemed to have arisen in Bedford County, Virginia; and that the exclusive venue for any matter arising out of this agreement or breach thereof shall be the state or federal courts having jurisdiction in Bedford County, Virginia.

10. Successors. These Terms shall be binding upon and inure to the benefit of all personal representatives, heirs, successors, and assigns of each of the parties.

11. Counterparts. The Terms may be executed in one or more counterparts, and each counterpart shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute one and the same instrument. Signatures may be made digitally or by fax as well as in counterparts, and facsimiles of signatures are as valid as originals.