



1. DEFINITIONS

Purchaser, Buyer	Company identified in the Purchase Order Form
USAS, Seller	US Advanced Systems
Goods	The deliverable product(s) detailed in the order
Services	The services contracted for and supplied by Seller under the Purchase Order Form
Order	Purchase orders and purchase agreements issued to Seller and is subject to this document, applicable specifications, statements of work, or other referenced documents
Purchaser Data	All drawings, process specifications, and other intellectual property used for the Order

2. TERMS AND CONDITIONS OF SALES

USAS (the Seller) thanks you for the order. We are prepared to accept the order only if you (the Purchaser) agree to the following Sales Terms and Conditions. Any Order Documents sent to us only identifies the Goods you are ordering from us and not as a document that adds to or modifies these Terms and Conditions. Any conflicting terms and conditions in your Order Documents are expressly rejected. Purchaser shall advise Seller on terms that are unacceptable. Upon mutual agreement, a new Order Acknowledgement shall be written, or USAS shall give written approval.

3. DELIVERY

Delivery dates by Seller for the Goods ordered by Purchaser are approximate and Seller will not be liable for any delays in delivery unless Order Documents expressly define terms and specified costs of late deliveries. Unless otherwise specified on the Order Acknowledgement, all shipments shall be Ex Works at Seller's loading dock.

4. CHANGES

Any changes to the Order requirements (changes in delivery dates, quantities, purchase prices, and others) require either: 1) a modified Order Acknowledgement, or 2) written approval from Seller.

It is Purchaser's responsibility to ensure any updates on drawings or specifications are provided to USAS. Changes in revision numbers noted on Order Documents are not adequate notice.



5. CANCELLATION/DELAY

Purchaser shall pay a cancellation charge in an amount determined by Seller's sole discretion at time of cancellation or delay. Cancellation charges include all labor, materials, overhead, sub-vendor cancellation charges, and other miscellaneous charges incurred directly or indirectly by Seller in connection with a delay or cancellation of an order for the Goods.

6. WARRANTY

Seller warrants that Goods manufactured by it shall conform to Purchaser Data and shall be free from material and workmanship defects at the time of delivery. There are no warranties, express or implied, of merchantability, fitness for a particular purpose or any other warranties, unless expressly stated in the Order Documents.

Seller's sole liability and Purchaser's sole recourse for Seller's breach of warranty is expressly limited to the replacement of any Goods sold hereunder. Seller determines, by laboratory examination, whether the Goods sold are not in conformance with Seller's Order Documents requirements. Seller is to be informed of nonconformances 30 days of Purchaser receiving the Goods. Seller retains the right, at Seller's sole and exclusive option, to the repair and replacement of defective Goods.

7. PAYMENT TERMS

Unless otherwise specified, USAS invoices shall be net 30 days from the invoice date. USAS shall be entitled to charge a 2% per month fee (i.e., 24% per year) on any account past due over 30 days.

Purchaser agrees that in the event of Purchaser's account is referred for collection, Purchaser shall pay all of Seller's fees and other costs of collection, along with the original account invoices.

If Purchaser fails to make any payment as required, Seller reserves the right to cancel or suspend the Order without any recourse from the Purchaser.