Standard Terms and Conditions of Sale

1. Acceptance, Provisions and Cancellation

No order for products or services shall be deemed accepted by Brandywine Communications until and unless the order is accepted in writing by the company at its home office in Tustin, CA (Brandywine Communications, at it's home office in Tustin, CA, is hereafter referred to as "BWC") pursuant to these terms and conditions ("Terms and Conditions"). These Terms and Conditions shall constitute the entire terms and conditions for the sale of BWC's products and/or services for any and all orders. All other terms and conditions (presented in the Buyer's Purchase Order or otherwise) are agreed to be null and void and of no effect unless incorporated herein in whole or in part in a writing signed by authorized agents of both the buyer (the "Buyer") and BWC. BWC's acknowledgement of the Buyers Purchase Order shall be upon these Terms and Conditions and not upon any of the terms and conditions expressed in the Purchase Order except as agreed to in accordance with the above. Any attempt by the Buyer to alter, amend, modify or limit any of these Terms and Conditions shall (at BWC's sole election) allow BWC to cancel it's Sales Quote and/or Acknowledgement of Purchase Order or other acceptance which cancellation will act as a complete release of the Buyer's and BWC's obligations of any kind relating to the sale. Failure of BWC to object to any of the terms and conditions within the Buyer's Purchase Order or otherwise shall not act as an acceptance thereof or a waiver of any of the above. No Purchase Order accepted by BWC may be modified, cancelled or terminated in whole or in part without BWC's prior written consent. It is agreed that the Buyer's order, as accepted by BWC, and with these Terms and Conditions, shall constitute the contract for the sale of products or services between the parties (the "Contract"). The Contract shall be governed by and construed according to the laws of the State of California.

2. Payment Terms (and Ancillary Rights)

The net invoice amount shall be within the time period(s) as stated in the invoices presented by BWC as products are shipped and/or services provided. It is agreed that at any time during the period of the Contract BWC may demand full or partial payment in advance before proceeding further with the Contract if (a) the Buyer fails or refuses to remit payment due on a timely basis during the period of the Contract, or, (b) during the period of the Contract the financial condition of the Buyer becomes known to provide BWC with insufficient security that timely payment will be made when due pursuant to the terms of the Contract. If the Buyer defaults in any payment when due, BWC may, at it's option and without ant prejudice to other lawful remedies, charge interest of the lesser of 1.5% per month (or the greatest amount allowed by law) on the outstanding balance, defer delivery, cancel the contract for sale, and/or demand payment in full for all products and services previously provided and/or for work then in progress pursuant to the Contract. It is agreed that the Buyer shall be responsible for and shall pay any and all costs, including but not limited to attorney's fees and other expenses, incurred in connection with the collection of monies owed by the Buyer to BWC pursuant to the Contract. BWC's failure to exercise any of the rights contained herein at any time shall in no way act as a waiver of BWC to strictly enforce these rights at any future time.

3.Prices

Unless specifically agreed otherwise all prices shall be as quoted, fixed and firm and not subject to any form of discount or variation.

4. Errors and Variances

All clerical errors in BWC's quotations, acknowledgements and invoices are subject to correction.

5. Delivery and Delay

Delivery of products to a carrier at BWC's plant or other shipping point shall constitute delivery to the Buyer, and title shall pass to the Buyer at that time. All risks of loss or damage in transit shall be borne by the Buyer. Method and route of shipment are at the discretion of BWC unless the Buyer specifies otherwise. BWC may make delivery in installments unless otherwise expressly stipulated in the Contract, and each installment shall be separately invoiced and paid for when due per each invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve the Buyer of its obligations to accept and pay for subsequent deliveries without deduction or setoff. BWC shall not be liable for any damage of any kind whatsoever as a result of delay due to cause beyond BWC's reasonable control. Delivery shall be extended for a period equal to any time lost by reason of any such delay.

6. Taxes and Other Charges

Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever, imposed by any government authority, on or measured by any transaction between BWC and the Buyer (other than taxes on or measured by BWC's net income) shall be paid by the Buyer in addition to the prices or invoiced and pursuant to the payment terms set out above. If BWC is subsequently required to pay any such tax, fee or charge inadvertently not invoiced to the Buyer, the Buyer shall promptly reimburse BWC therefore upon demand.

7. Limited Warranty & Returns

BWC provides a limited warranty against defects in materials and workmanship for a period of one year from the original purchaser's receipt of the product Brandywine Communication's Certificate of Limited Warranty is attached hereto and incorporated into these Terms and Conditions. There is no warranty (express or implied) for the sale of services. The Buyer may return products to BWC pursuant to the Limited Warranty only after the Buyer has obtained BWC's written permission to do so. Returned products must be securely packed to reach BWC without damage and any cost incurred by BWC.

8. Reproduction and Data Restrictions

The Buyer agrees not to make any use of the quotations, drawings, reports, product specifications, or other data furnished to it by BWC except for the performance of the Contract, and the Buyer further agrees not to disclose the same to others except to facilitate the performance of the Contract under similar restrictions against use and disclosure provided.

9. Consequential Damages

It is agreed that shall under no circumstances be liable to the Buyer or any third person for any consequential, contingent or incidental damages whatsoever including, but not limited to, property damage, bodily injury, death, disease, pain and suffering, loss of profits, and/or loss of goodwill, resulting from any breech of the Contract between the parties and/or in any way related to the products and/or services contemplated hereunder.