

# TERMS AND CONDITIONS OF SALE

## GENERAL ORDERING INFORMATION

### HOW TO ORDER:

If ordering a standard filter, a part number is all that is necessary. Contact the Lark Applications Engineering Department or your local Lark representative for any special requirements.

### PRODUCT INFORMATION:

Information relating to Lark products is current at the time of publication. However, as part of continuing improvement, Lark reserves the right to change specifications and designs without prior notice.

### ORDERING ADDRESS:

<b>Your order may be placed by:</b>	<b>Lark RF Technology</b>
<b>Phone: 949-240-1233</b>	<b>3201 E Harbour Dr.</b>
<b>FAX: 949-240-7910</b>	<b>Phoenix, AZ 85034</b>
<b>sales@larkengineering.com</b>	

Orders by FAX or phone will be accepted and processed pending receipt of your confirming purchase order.

### TERMS AND CONDITIONS:

All sales and quotations are subject to Lark standard terms and conditions of sale stated herein unless specifications state otherwise. Terms are Net 30 days; Incoterm: Ex Works: San Diego, Orders are Non- Cancelable, Non- Returnable, and Non Reschedulable unless authorized by Lark RF Technology in writing. Unless credit has already been established, shipments will be made C.O.D. or upon receipt of payment in advance.

### PRICES:

Prices will be quoted upon request by the sales department at Lark or any authorized Lark representative. Prices DO NOT include state or local sales, excise or use taxes, which will be added when applicable. Quoted prices and specifications are subject to change without prior notice.

### DELIVERY:

Unless specific instructions are included as part of order, shipment is normally made by U.P.S. Prices include standard packing, but not shipping.

### WARRANTY:

Lark warrants products of its manufacture to be free from defects in material and workmanship under conditions of normal use during the period of five years. If, within five years after delivery to the original owner, and after prepaid return by the original owner any Lark product is found defective, Lark shall at its option repair or replace said defective item. This warranty does not apply to products which have been disassembled, modified or subjected to conditions exceeding the applicable specifications or rating. This warranty is the extent of the obligation or liability assumed by Lark with respect to its products and no other warranty or guarantee is either expressed or implied. Lark shall not be liable to Customer, its employees, representatives, agents, affiliates, Suppliers, or subcontractors for installation labor, loss of anticipated profits, incidental damages or consequential damages.

### CHOICE OF LAW AND VENUE

All matters arising under or related to the Order shall be construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law rules. Any and all actions commenced against Lark or Customer with respect to the Order shall be filed in the state or federal court in Orange County, California.

### FORCE MAJEURE

Any delay or failure in the performance by Lark shall be excused if caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of Lark, including acts of God, fires, floods, explosions, riots, wars, hurricane, terrorism, vandalism, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of Lark, despite Lark's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences.

### OWNERSHIP

Ownership to all designs, inventions and discoveries made by Lark, whether or not patentable, whether or not reduced to practice, or whether or not yet made the subject of a pending patent application, resulting from the performance of this Agreement shall reside in Lark; however, Lark agrees to grant to Customer an option to negotiate an exclusive, worldwide, royalty-bearing license, to make, use or sell under any invention or discovery made and conceived during the term of this Agreement and directly resulting from the performance of this Agreement, with the right to sublicense with accounting to Lark. Customer shall have three (3) months from disclosure of any invention or discovery to notify Lark of its desire to enter into such a license agreement, and a license agreement shall be negotiated in good faith within a period not to exceed six (6) months from Customer's notification to Lark of its desire to enter into a license agreement, or such period of time as the parties shall mutually agree.

If a Lark employee or agent is a co-inventor with Customer, its agents or employees, Lark and Customer shall jointly own such design, invention and or discovery.

**SEVERABILITY** In the event that any of the provisions of the Order is held by a court or other tribunal with competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary, so that the Order shall otherwise remain in full force and effect.