



LIGHTPOINTE™

ULTRA HIGH-SPEED POINT-TO-POINT WIRELESS SOLUTIONS™

Worldwide Price List

Version 23

March 1, 2010

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<p>Current LightPointe Warranty v21 November 1 2009</p>	

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LightPointe Optical Wireless Systems

FlightLite™ Optical Wireless Systems

LPC: E1

Systems	Model Number	Product Description	System Price US\$
FL 100 System	SFL2-0100-5HS-0ER	FlightLite 100 Wide Beam (Fast Ethernet 100 Mbps) System (RJ45 Interface / PoE)	\$5,900
FL 100E System	SFL2-0100-1KS-0ER	FlightLite 100 Extended Range (Fast Ethernet 100 Mbps) System (RJ45 Interface / PoE)	\$6,900
FL G System MM	SFL2-1250-5HS-M8S	FlightLite G Wide Beam (GigE 1.25 Gbps) System (Multimode SC)	\$9,900
FL G System SM	SFL2-1250-5HS-S3S	FlightLite G Wide Beam (GigE 1.25 Gbps) System (Singlemode SC)	\$9,900

Each FlightLite 100 System includes two (2) Linkheads, two (2) PoE injectors, two (2) LightPointe Universal Mounts, two (2) Pan & Tilt Mounting Assemblies and a 12-Month Standard Warranty. *Optional Equipment includes alternate Power Supplies and Heat Shields.*

Each FlightLite G System includes two (2) Linkheads, two (2) standard AC power supplies, two (2) LightPointe Universal Mounts, two (2) Pan & Tilt Mounting Assemblies and a 12-Month Standard Warranty. *Optional Equipment includes OMI modules (two fiber to serial port management modules), LDX SNMP Management Hardware, alternate Power Supplies and Heat Shields*

AireLite™ Optical Wireless Systems

LPC: E1

Systems	Model Number	Product Description	System Price US\$
AL 100 System	SAL2-0100-5HS-0ER	AireLite 100 Wide Beam (Fast Ethernet 100 Mbps) System (RJ45 Interface / POE / AireManager)	\$6,900
AL 100E System	SAL2-0100-1KS-0ER	AireLite 100 Extended Range (Fast Ethernet 100 Mbps) System (RJ45 Interface / POE / AireManager)	\$7,900

Each AireLite System includes two (2) Linkheads, two (2) PoE Injectors, two (2) LightPointe Universal Mounts, two (2) Pan & Tilt Mounting Assemblies and a 12-Month Standard Warranty. AireManager provides Web and SNMP monitoring management. *Optional Equipment includes alternate Power Supplies and Heat Shields.*

FlightStrata™ Optical Wireless Systems

LPC: E1

Systems	Model Number	Product Description	System Price US\$
FSA 155E System MM	SFS2-0155-4KS-M3S	FlightStrata 155 Extended Range (Fast Ethernet 100 Mbps or SONET OC-3 / SDH STM-1) Multimode System	\$14,900
FSA 155E System SM	SFS2-0155-4KS-S3S	FlightStrata 155 Extended Range (Fast Ethernet 100 Mbps or SONET OC-3 / SDH STM-1) Singlemode System	\$14,900
FSA G System MM	SFS2-1250-1KS-M8S	FlightStrata G (Gigabit Ethernet 1 Gbps) Multimode System	\$16,900
FSA G System SM	SFS2-1250-1KS-S3S	FlightStrata G (Gigabit Ethernet 1 Gbps) Singlemode System	\$16,900

Each FlightStrata System includes two (2) Linkheads, two (2) standard AC power supplies, two (2) LightPointe Universal Mounts, two (2) Pan & Tilt Mounting Assemblies and a 12-Month Standard Warranty. *Optional Equipment includes OMI modules (two fiber to serial port management modules), LDX SNMP Management Hardware, alternate Power Supplies and Heat Shields*

LightPointe Optical SNMP Management

SNMP Management Hardware for FlightStrata, FlightLite G Optical Wireless Systems

LPC: E1

FlightManager™	Model Number	Product Description	Unit Price US\$
OMI Module MM	FMGP-FMA-MM-PC	Multimode fiber to serial port management modules (qty 1/side)	\$150
OMI Module SM	FMGP-FMA-SM-PC	Singlemode fiber to serial port management module (qty 1/side)	\$150
FlightManager SNMP MM	FMG-LDX-MM	Indoor SNMP Proxy Agent w/ Complete MIB Files, Dry Alarm Contacts for Multimode Linkheads (Qty 1/side)	\$1,500
FlightManager SNMP SM	FMG-LDX-SM	Indoor SNMP Proxy Agent w/ Complete MIB files, Dry Alarm Contacts for Singlemode Linkheads (Qty 1/side)	\$1,500

LightPointe Millimeter RF Wireless Systems

AireBeam G70 - 70 GHz Millimeter Wireless Systems*

LPC: E2

Systems	Model Number	Product Description	System Price US\$
AireBeam G70-MX MM	SAB1-1250-7MX-M8P	AireBeam G70mx, (Small Antenna) 71...76 Ghz, 1.25 GigE, MM, PoE, AireManager	\$26,900
AireBeam G70-MX SM	SAB1-1250-7MX-S3P	AireBeam G70mx, (Small Antenna) 71...76 Ghz, 1.25 GigE, SM, PoE, AireManager	\$26,900
AireBeam G70-LX MM	SAB1-1250-7LX-M8P	AireBeam G70lx, (Large Antenna) 71...76 Ghz, 1.25 GigE, MM, PoE, AireManager	\$30,900
AireBeam G70-LX SM	SAB1-1250-7LX-S3P	AireBeam G70lx, (Large Antenna) 71...76 Ghz, 1.25 GigE, SM, PoE, AireManager	\$30,900

Each AireBeam G70 System includes A/B Radio System, each radio comes complete with integrated high gain antenna/radio with one (1) MM Fiber pair port and one (1) RJ-45 Copper Data interface and one (1) RJ-45 Copper Management/PoE interface, two (2) High Power PoE injectors and two (2) RSSI volt meter cables. 12 Month Warranty. **No Mounts are included**

AireBeam G70 – LightPointe USA License & Coordination

LPC: E2

USA License	Model Number	Product Description	Price US\$
LightPointe License fee	LP-Coordinate	LightPointe USA National License Comsearch coordination 70 GHz band only	\$100

AireBeam G60 - 57...64 GHz Millimeter Wireless Systems*

LPC: E2

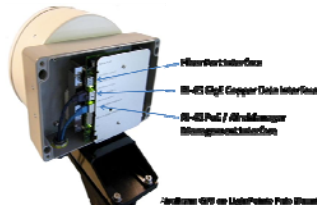
Systems	Model Number	Product Description	System Price US\$
AireBeam G60-MX MM	SAB1-1250-6MX-M8P	AireBeam G60mx (Small Antenna) 57...64 Ghz, 1.25 GigE, MM, PoE, AireManager	\$19,900
AireBeam G60-MX SM	SAB1-1250-6MX-S3P	AireBeam G60mx (Small Antenna) 57...64 Ghz, 1.25 GigE, SM, PoE, AireManager	\$19,900
AireBeam G60-LX MM	SAB1-1250-6LX-M8P	AireBeam G60lx (Large Antenna) 57...64 GHz, 1.25 GigE, MM, PoE, AireManager**	\$22,900
AireBeam G60-LX SM	SAB1-1250-6LX-S3P	AireBeam G60lx (Large Antenna) 57...64 Ghz, 1.25 GigE, SM, PoE, AireManager**	\$22,900

Each AireBeam G60 System includes A/B Radio System, each radio comes complete with integrated high gain antenna/radio with one (1) MM Fiber pair port and one (1) RJ-45 Copper Data interface and one (1) RJ-45 Copper Management/PoE interface, two (2) High Power PoE injectors and two (2) RSSI volt meter cables. 12 Month Warranty. **No Mounts are included**

* Check with LightPointe Sales to determine correct Antenna model (LX/MX). Distance will vary by antenna and region deployed. Check with local Spectrum Regulators for RF license compliance. *Country Spectrum availability varies by country.*

** Note: G60LX can only be ordered with Pole Mount LM-SD-MT

AireBeam systems requires ordering mounting kit for each side



AireBeam SX on Universal Mount LM-AB-UU



AireBeam LX with side pole mount LM-SD-MT

AireBeam G Series Mounting Options

LPC: E1

Mounting Option	Model Number	Product Description	Price US\$
LightPointe P/T w/ LM-UU	LM-AB-UU	Large Pan/Tilt, Adaptor, and LightPointe Universal Mount	\$940
LightPointe Pole Mount	LM-SD-MT	LightPointe Side Pole Mount for poles up to 110mm in Diameter	\$590

AireBeam SFP Spares

LPC: E2

SFP for Expansion Modules	Model Number	Product Description	Unit Pricing
Multi-Mode SFP	AF-SFP-MM	SX SFP (MM, 850nm)	\$150
Single Mode SFP	AF-SFP-SM	LX SFP (SM, 1310nm)	\$290
Copper SFP	AF-SFP-RJ	RJ-45 SFP (Copper Gigabit)	\$490

LightPointe AireForce

Multi-Gigabit Universal Wireless Transport System

- Intelligent indoor unit (IDU) to increase single wireless LightPointe transport capacity to 4+ Gbps
- Supports Ethernet LAN as well as Fibre Channel FC interfaces/protocols
- Individual GbE/FC interfaces to physically separate network traffic
- Scalable from 4 Gbps to 8 or 12
- Advanced full-line speed Forward Error Correction
- Optional wire-rate and multipoint FIPS 140-2 encryption
- Add-drop capabilities for deployments involving multiple locations
- Works with all LightPointe GbE FSO and MMW transport systems

Existing LightPointe GigE installations can be upgraded – Call Sales for details

LPC: E2

AireFORCE Base	Model Number	Product Description	Unit Pricing
AireFORCE (MM)	SAF1-4000-NEC-M8C	Rack Mount Chassis with 4 port Multimode SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$19,900
AireFORCE (SM)	SAF1-4000-NEC-S3C	Rack Mount Chassis with 4 port Single Mode SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$20,500
AireFORCE (RJ-45)	SAF1-4000-NEC-0ER	Rack Mount Chassis with 4 port Copper SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$21,340

Encrypted			
AireFORCE Encrypted (MM)	SAF1-4000-WEC-M8C	Rack Mount Chassis (AES Encryption) with 4 port Multimode SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$25,900
AireFORCE Encrypted (SM)	SAF1-4000-WEC-S3C	Rack Mount Chassis (AES Encryption) with 4 port Single Mode SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$26,500
AireFORCE Encrypted (RJ-45)	SAF1-4000-WEC-0ER	Rack Mount Chassis (AES Encryption) with 4 port Copper SFP Gigabit module, Filler Cards, Dual power supplies, self installation kit	\$27,340

AireForce IDU rack mounted chassis includes 1 Module with 4 MM SFP ports and can be expanded up to two additional Expansion Modules with up to 4 (four) SFP ports each for a total of 3 (three) Expansion Modules and 12 (twelve) SFP ports. Each Expansion Module (4 SFP ports) transmits on one LightPointe transport. Fully loaded AireForce IDU will need three transports, i.e., LightPointe GigE FSO or MMW systems.

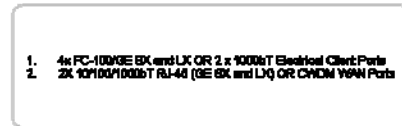
Pricing based per single side; two IDUs are needed for a complete system.



AireForce IDU



AireForce Expansion Module



Expanding the LightPointe AireForce IDU Capacity

Add Expansion Module per LightPointe FSO or MMW transport up to 3 per IDU:

LPC: E2

Expansion Modules	Model Number	Product Description	Unit Pricing
AireFORCE Module	AF-NEC-MOD	4 Port Expansion Module (add SFP)	\$10,200
AireFORCE Encryption Module	AF-WEC-MOD	AES Encryption Expansion Module (add SFP)	\$15,800

Add up to 4 SFP Ports per Expansion Module:

LPC: E2

SFP for Expansion Modules	Model Number	Product Description	Unit Pricing
Multi-Mode SFP	AF-SFP-MM	SX SFP (MM, 850nm)	\$150
Single Mode SFP	AF-SFP-SM	LX SFP (SM, 1310nm)	\$290
Copper SFP	AF-SFP-RJ	RJ-45 SFP (Copper Gigabit)	\$490

Additional Equipment

LightPointe Spare Linkheads

FlightLite™ Spare Optical Wireless Linkheads

LPC: E1

Linkheads	Model Number	Product Description	Unit Price US\$
FL 100 Linkhead	LFL2-0100-5HS-0ER	FlightLite 100 Wide Beam (Fast Ethernet 100 Mbps) Linkhead (RJ45 Interface)	\$2,190
FL 100E Linkhead	LFL2-0100-1KS-0ER	FlightLite 100 Extended Range (Fast Ethernet 100 Mbps) Linkhead (RJ45 Interface)	\$2,690
FL G Linkhead MM	LFL2-1250-5HS-M8S	FlightLite G Wide Beam (GigE 1.25 Gbps) Linkhead (Multimode SC)	\$3,900
FL G Linkhead SM	LFL2-1250-5HS-S3S	FlightLite G Wide Beam (GigE 1.25 Gbps) Linkhead (Singlemode SC)	\$3,900

AireLite™ Spare Optical Wireless Linkheads

LPC: E1

Linkheads	Model Number	Product Description	Unit Price US\$
AL 100 Linkhead	LAL2-0100-5HS-0ER	AireLite 100 Wide Beam (Fast Ethernet 100 Mbps) Linkhead (RJ45 Interface)	\$2,690
AL 100E Linkhead	LAL2-0100-1KS-0ER	AireLite 100 Extended Range (Fast Ethernet 100 Mbps) Linkhead (RJ45 Interface)	\$3,290

FlightStrata™ Spare Optical Wireless Linkheads

LPC: E1

Linkheads	Model Number	Product Description	Unit Price US\$
FSA 155E Linkhead MM	LFS2-0155-4KS-M3S	FlightStrata 155 Extended Range (Fast Ethernet 100 Mbps or SONET OC-3 / SDH STM-1) Multimode Linkhead	\$5,950
FSA 155E Linkhead SM	LFS2-0155-4KS-S3S	FlightStrata 155 Extended Range (Fast Ethernet 100 Mbps or SONET OC-3 / SDH STM-1) Singlemode Linkhead	\$5,950
FSA G Linkhead MM	LFS2-1250-1KS-M8S	FlightStrata G (Gigabit Ethernet 1 Gbps) Multimode Linkhead	\$6,950
FSA G Linkhead SM	LFS2-1250-1KS-S3S	FlightStrata G (Gigabit Ethernet 1 Gbps) Singlemode Linkhead	\$6,950

Spare Linkhead used as a local back-up solution bought at time of system purchase will carry an Extended Warranty of 36 months from ship date. This applies to systems shipped after March 1, 2010. LightPointe must be notified in writing at time of purchase with intent of use to be used as an on-site spare in storage. *This coverage is extended to the end-user of the system only*

LightPointe Heat Shields

Heat Shields for LightPointe Optical Wireless Systems

LPC: E1

Heat Shields	Model Number	Product Description	Unit Price US\$
Lite Heat Shield	LM-HS-FL	Heat Shield for FlightLite and AireLite Linkheads (Per Side)	\$250
FlightStrata Heat Shield	LM-HS-FSA	Heat Shield for FlightStrata Linkheads (Per Side)	\$375

LightPointe Warranty Extensions

FlightLite™ Optical Wireless System Warranty Extension

LPC: S1

Systems	Model Number	Product Description	System Price US\$
FL 100 System	WSFL2-0100-WE12	FlightLite 100 System 12 Month Warranty Extension	\$590
FL 100 System	WSFL2-0100-WE24	FlightLite 100 System 24 Month Warranty Extension	\$1,100
FL 100E System	WSFL2-100E-WE12	FlightLite 100 Extended Range System 12 Month Warranty Extension	\$690
FL 100E System	WSFL2-100E-WE24	FlightLite 100 Extended Range System 24 Month Warranty Extension	\$1,300
FL G System	WSFL2-1250-WE12	FlightLite G System 12 Month Warranty Extension	\$990
FL G System	WSFL2-1250-WE24	FlightLite G System 24 Month Warranty Extension	\$2,000

AireLite™ Optical Wireless System Warranty Extension

LPC: S1

Systems	Model Number	Product Description	System Price US\$
AL 100 System	WSAL2-0100-WE12	AireLite 100 System 12 Month Warranty Extension	\$690
AL 100 System	WSAL2-0100-WE24	AireLite 100 System 24 Month Warranty Extension	\$1,300
AL 100E System	WSAL2-100E-WE12	AireLite 100 Extended Range System 12 Month Warranty Extension	\$790
AL 100E System	WSAL2-100E-WE24	AireLite 100 Extended Range System 24 Month Warranty Extension	\$1,500

FlightStrata™ Optical Wireless System Warranty Extension

LPC: S1

Systems	Model Number	Product Description	System Price US\$
FSA 155E System	WSFS2-0155-WE12	FlightStrata 155 Extended Range System 12 Month Warranty Extension	\$1,500
FSA 155E System	WSFS2-0155-WE24	FlightStrata 155 Extended Range System 24 Month Warranty Extension	\$2,800
FSA G System	WSFS2-1250-WE12	FlightStrata G System 12 Month Warranty Extension	\$1,700
FSA G System	WSFS2-1250-WE24	FlightStrata G System 24 Month Warranty Extension	\$3,200

AireBeam™ MMW Wireless System Warranty Extension

LPC: S1

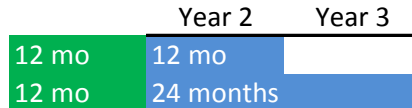
Systems	Model Number	Product Description	System Price US\$
AB G70 System	WABS2-1250-WE12-70G	AireBeam G70 System 12 Month Warranty Extension	\$3,100
AB G70 System	WABS2-1250-WE36-70G	AireBeam G70 System 24 Month Warranty Extension	\$5,600
AB G60 System	WABS2-1250-WE12-60G	AireBeam G60 System 12 Month Warranty Extension	\$2,000
AB G60 System	WABS2-1250-WE36-60G	AireBeam G60 System 24 Month Warranty Extension	\$3,700

The Standard Warranty Term for all new products purchased directly from the Company or one of its authorized partners is 12-Months. Purchasing the Warranty Extension increases the Standard Coverage to a maximum of 36-Months. Please refer to the Warranty Agreement for details.

Standard Warranty 12 months

Annual Renewal

36 Month Total Coverage



LightPointe Advanced Exchange

United States Rates - Available in other select countries, check with LightPointe Sales or Customer Service for availability

Advanced Exchange for FlightLite™ Optical Wireless System

LPC: S1

Advanced Exchange	Model Number	Product Description	System Price US\$
FL 100 Advanced Exchange	WSFL2-0100-AE12	12 month Advanced Exchange Program for FlightLite 100 System	\$990
FL 100 Advanced Exchange	WSFL2-0100-AE36	36 month Advanced Exchange Program for FlightLite 100 System	\$2,900
FL 100E Advanced Exchange	WSFL2-100E-AE12	12 month Advanced Exchange Program for FlightLite 100 Extended Range System	\$1,090
FL 100E Advanced Exchange	WSFL2-100E-AE36	36 month Advanced Exchange Program for FlightLite 100 Extended Range System	\$3,200
FL G Advanced Exchange	WSFL2-1250-AE12	12 month Advanced Exchange Program for FlightLite G System	\$1,590
FL G Advanced Exchange	WSFL2-1250-AE36	36 month Advanced Exchange Program for FlightLite G	\$4,700

Advanced Exchange for AireLite™ Optical Wireless System

LPC: S1

Advanced Exchange	Model Number	Product Description	System Price US\$
AL 100 Advanced Exchange	WSAL2-0100-AE12	12 month Advanced Exchange Program for AireLite 100 System	\$1,090
AL 100 Advanced Exchange	WSAL2-0100-AE36	36 month Advanced Exchange Program for AireLite 100 System	\$3,200
AL 100E Advanced Exchange	WSAL2-100E-AE12	12 month Advanced Exchange Program for AireLite 100 Extended Range System	\$1,190
AL 100E Advanced Exchange	WSAL2-100E-AE36	36 month Advanced Exchange Program for AireLite 100 Extended Range System	\$3,500

Advanced Exchange for FlightStrata™ Optical Wireless System

LPC: S1

Advanced Exchange	Model Number	Product Description	System Price US\$
FSA 155E Advanced Exchange	WSFS2-0155-AE12	12 month Advanced Exchange Program for FlightStrata 155 Extended Range System	\$2,200
FSA 155E Advanced Exchange	WSFS2-0155-AE36	36 month Advanced Exchange Program for FlightStrata 155 Extended Range System	\$6,000
FSA G Advanced Exchange	WSFS2-1250-AE12	12 month Advanced Exchange Program for FlightStrata G System	\$2,700
FSA G Advanced Exchange	WSFS2-1250-AE36	36 month Advanced Exchange Program for FlightStrata G System	\$7,000

Advanced Exchange for AireBeam™ MMW Wireless System

LPC: S1

Advanced Exchange	Model Number	Product Description	System Price US\$
AB G70 Advanced Exchange	WABS2-1250-AE12-70G	12 month Advanced Exchange Program for AB G70 System	\$6,000
AB G70 Advanced Exchange	WABS2-1250-AE36-70G	36 month Advanced Exchange Program for AB G70 System	\$16,000
AB G60 Advanced Exchange	WABS2-1250-AE12-60G	12 month Advanced Exchange Program for AB G60 System	\$4,000
AB G60 Advanced Exchange	WABS2-1250-AE36-60G	36 month Advanced Exchange Program for AB G60 System	\$10,000

For 24 months, multiply AE12 by 2 (for 2 years, 24 months from ship date)

LightPointe's Advanced Exchange Program™ offers customers with a distinguished level of support. If the Advanced Exchange option has been purchased, LightPointe will use all reasonable efforts to ship interim loan hardware on an Advance Exchange basis the same business day you call. Otherwise, interim loan hardware will be shipped the next business day. Simultaneously, LightPointe will issue an RMA number and take receipt of the defective component for further testing and quality control. Customers may have the option to purchase the Advanced Exchange Program for any system up to three (3) years following receipt from the Company provided the entire outstanding balance is paid prior to the replacement unit ship date. Please refer to the Advanced Replacement Agreement for additional information.

Disclaimers

LightPointe Communications, Inc. reserves the right to add, delete or change product configurations periodically. Please contact your Channel Manager to confirm pricing before submitting a Purchase Order. All information contained herein is subject to change with or without notice.

The Company may offer Professional Installation and Training Services in your area. Please contact your Sales Representative for more information.

The prices disclosed in this Price List are net of freight, duties, and any export / import taxes that may apply. All products are shipped EXW (INCOTERMS 2000) LightPointe Communications, Inc., 10140 Barnes Canyon Road, Suite B, San Diego, California 92121, United States unless otherwise stated in writing by the Company.

All orders are subject to the LightPointe Standard Terms and Conditions of Sale of copy of which is located in the next section of this Price List.

Standard Terms and Conditions of Sale

1. Your order acceptance is expressly conditioned upon acceptance by you of the terms and conditions contained herein. Seller objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in any document furnished or otherwise proposed by Buyer which attempt to impose any conditions at variance with Seller's terms included herein. Seller's failure to object to provisions contained in any of Buyer's forms shall not be deemed a waiver of the provisions of Seller's terms and conditions which shall constitute the entire, final and exclusive contract between the parties. This agreement between Seller and Buyer (the "sales contract") with respect to the products (the "products") and/or services (the "services") shall consist of the terms contained herein together with any additions or revisions of such terms mutually agreed to in writing by Seller and Buyer. The sales contract shall be for the benefit of Seller and Buyer and not for the benefit of any other person. Prior courses of dealing and verbal agreements not reduced to a writing signed by Seller, to the extent they modify, add to or detract from the sales contract, shall not be binding on Seller.
2. The sales contract may not be modified or rescinded except by a writing signed by Seller and Buyer. If all or part of the sales contract is terminated by such modification or rescission, Buyer, in the absence of a contrary written agreement between Seller and Buyer, shall pay termination charges based upon cost determined by accepted accounting principles, plus a reasonable profit on the entire order. Cost shall include any amount Seller must pay to its suppliers due to any termination by Seller of a purchase order for products or services intended for Buyer.
3. Unless otherwise agreed to in writing, Buyer shall pay the purchase price (a) for the products within thirty (30) days from the date of shipment of the products, and (b) for the services within thirty (30) days from the date the services are rendered unless stated otherwise, in writing by Seller. Cash discounts do not apply to transportation charges. The purchase price for the products is EXW (INCOTERMS 2000). Title to and risk of loss of the products pass to Buyer upon delivery to the carrier. In the event Buyer fails to pay the total purchase price within said thirty (30) day period, Seller shall be entitled to collect an interest charge of the lesser of 1.5% per month or the maximum rate allowed by applicable laws applied to the unpaid purchase price. Seller shall also be entitled, in addition to all other remedies available at law or in equity, to recover reasonable attorney's fees and/or other expenses in collecting the purchase price or otherwise enforcing or successfully defending itself in respect of this sales contract.
4. Any tax or other governmental charge upon the provision of services, or the production, sale, shipment, transfer, consumption, or use of the products which Seller is required to pay or collect from Buyer shall be paid by Buyer to Seller, unless Buyer furnishes Seller with exemption certificates acceptable to taxing authorities. Such amount shall be due whether or not included on the invoice.
5. Shipping date or other applicable performance date is estimated on the basis of immediate receipt by Seller of Buyer's order and all information, drawings and approvals to be furnished by Buyer, and the absence of delays, direct or indirect, resulting from or contributed to by circumstances beyond Seller's reasonable control. Seller will in good faith endeavor to ship products or perform services by the estimated date. Seller shall have the right to make partial shipments. Prior to shipping, Seller, if requested, will afford Buyer a reasonable opportunity to inspect the products in Seller's plant. If no packaging, loading or bracing requirements are stated, Seller will comply with specifications for the method of transportation specified. If no method of transportation is specified, shipment will be by a reasonable method of transportation.
6. Buyer shall submit all claims for shortages in writing to Seller within ten (10) days from the date products are received by Buyer; otherwise such claims shall be waived. Unless otherwise agreed to in writing, quantities are subject to normal manufacturing allowances. The purchase price for products will equal the unit price multiplied by the quantity shipped. Installation shall be by Buyer, unless otherwise specifically agreed to in writing. Final inspection of products prior to installation thereof will be the obligation of Buyer.
7. In some cases, Seller passes on and assigns to Buyer the warranties made to Seller by its suppliers, which at a minimum, include a warranty that the products at the time of shipment to Buyer will be free from defects in materials and workmanship, and will be materially in accordance with specifications provided by the manufacturer. Seller's warranty in its entirety shall be deemed limited to and shall not extend beyond such manufacturers' warranties. The length of the warranty period will be the length established by the manufacturer of the product and if no length is specified by the manufacturer, shall in no event extend beyond one (1) year from the date of shipment unless specified otherwise. Buyer shall proceed exclusively and directly against such supplier at Seller's request. This warranty does not cover wear and tear and shall be ineffective and shall not apply to products that have been subjected to misuse or abuse, neglect, accident, damage, improper installation, or maintenance. Buyer will inspect the products upon delivery and will promptly notify Seller in writing of any defect in the products. Seller's sole obligation under these warranties will be limited to either, at Seller's option and expense, repairing or furnishing a replacement for the products or parts thereof which Seller reasonably determines do not conform to these warranties, and Buyer's exclusive remedy for breach of any such warranties will be enforcement of such obligation of Seller. All transportation costs of and in-transit risk of loss and damage to products or parts thereof returned for warranty repair, and to such repaired or replacement products or parts thereof returned to Buyer, will be borne by Buyer. No agent, employee or representative of Seller has any authority to bind Seller to any representation, affirmation or warranty concerning the products and any such representation, affirmation or warranty shall not be deemed to have become part of the basis of this sales contract and shall be unenforceable. Seller will perform the services in accordance with Seller's customary procedures. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND BUYER WAIVES ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW (STATUTORY OR OTHERWISE) AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE.**
8. All product specifications, including limitations have been disclosed by Seller to Buyer. Buyer understands that exceeding said limitations may result in decreased performance and/or loss of connectivity. Limitations may include, but are not limited to mount locations, operational distances, atmospheric or weather conditions and power fluctuations. Buyer is responsible for risk mitigation and where appropriate link redundancy.
9. IN NO EVENT SHALL SELLER OR ITS SUPPLIERS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCLUDING SUCH DAMAGES OCCASIONED BY SELLER'S NEGLIGENCE, nor shall Seller's liability on any claims for damages arising out of or connected with the sales contract or the manufacture, sale, delivery or use of the products exceed the purchase price of the products and/or services. Seller shall not be liable for any failure to perform its obligations under the sales contract resulting directly or indirectly from or contributed to acts of God, acts of Buyer, civil or military authority, fires, strikes or other labor disputes, accidents, floods, war, riot, inability to secure material or transportation facilities, acts or omissions of carriers, or any other circumstances beyond Seller's reasonable control. Seller shall have no liability under this sales contract than otherwise expressly provided in this sales contract.
10. Seller will hold Buyer harmless against any rightful claim of any third person by way of infringement of any United States Letters Patent by products which are of Seller's own manufacture, but if Buyer furnishes specifications to Seller, Buyer will hold Seller harmless against any such claim which arises out of compliance with the specifications; provided that the party seeking to be held harmless notifies the other party and gives it the right to defend. Except as is provided in this paragraph, Seller makes no warranty that the products will be delivered free of the rightful claim of any third party by way of infringement of any intellectual property rights or the like. Seller's obligation under this paragraph shall not apply to any infringement consisting of the use of products as part of goods manufactured by Buyer or others.
11. This sales contract shall be governed by the Uniform Commercial Code as adopted in the State of Seller's principal place of business as effective and in force on the contract date. Wherever a term defined by said Uniform Commercial Code is used in these terms and conditions, the definition contained in the Uniform Commercial Code is to control. Any action for breach of the sales contract or any covenant or warranty must be commenced within one (1) year after the cause of action accrues.