



WNI GLOBAL, INC. Terms and Conditions

GOVERNING TERMS: These "Terms & Conditions" govern the sale of products by WNI GLOBAL, INC., to all Customers. They apply to all quotations made and purchase orders received and accepted by WNI GLOBAL, INC. Any additional or different terms in Customer's purchase order form are hereby deemed to be a material alteration and notice of objection to them and rejection of them is hereby given. Neither WNI GLOBAL, INC. acknowledgement of an order, commencement of performance or delivery shall be deemed or constituted as acceptance of Customer's additional or different terms and conditions. The laws of the state of California shall govern any contract of sale.

ACCEPTANCE: Acceptance of, or order resulting from, proposals or quotations, shall not be binding upon WNI GLOBAL, INC., until acknowledged at Santa Clara, California. The term "acceptance" as used shall include a specific written letter or standard WNI GLOBAL, INC. acknowledgment form. Clerical errors are subject to correction.

AVAILABILITY: Any quotation provided by WNI GLOBAL, INC. shall be subject to Product availability at the time the order is accepted by WNI GLOBAL, INC. WNI GLOBAL, INC. shall not be liable for any failure to meet delivery dates as the result of any cause beyond its control including, without limitation, lockouts, labor disruptions, fire, flood, riots, accidents to machinery, war, material shortages, failure by any supplier or vendor, bad weather or other cause generally referred to as force majeure.

CHANGE AND CANCELLATION: Customer may, by written change order, request changes to purchase orders, but no changes will be binding on WNI GLOBAL, INC. until acknowledged by an authorized representative of WNI GLOBAL, INC. If WNI GLOBAL, INC. accepts the change order, they will provide a new shipping date based on the new requirements. **No order may be cancelled or terminated once accepted by WNI Global Inc.**

RMA POLICY: Goods may be returned for repairs only, freight prepaid, to WNI GLOBAL, INC., in Santa Clara, California, USA, or a designated place after obtaining an approval and a RMA from the Customer Service Department.

SHIPMENT: Unless otherwise advised all shipments will be made FCA, Santa Clara, California, USA, or FOB factory, freight collect. As an accommodation when specifically requested by Customer, WNI GLOBAL INC. will prepay transportation charges, which will then be invoiced with the goods. In the absence of specific shipping instructions, method of shipment will be determined by WNI GLOBAL, INC. Risk of loss for all equipment sold under this Agreement shall pass to Customer at the time of delivery to freight carrier. Insurance is the responsibility of the Customer. However, if requested WNI GLOBAL, INC. can obtain insurance and invoice with goods.

PASSAGE OF TITLE: WNI GLOBAL, INC. shall retain title to the Products until full payment for the Products is irrevocably credited to WNI GLOBAL, INC. bank account.

TAXES: Customer shall pay all franchise, sales, use, property, ad valorem, value added or other taxes, levies, imposts, duties or withholdings of any nature (collectively, "Taxes"), arising out of this transaction. All import, export or other duties, taxes, or inspection charges are to be paid by the Customer.

PAYMENT: Terms of Payment to WNI GLOBAL, INC. by the Customer for the Products supplied under this Agreement, unless otherwise agreed in writing by WNI GLOBAL, INC., shall be:

North America - prior approval of Finance Dept.

Otherwise, Cash In Advance or C.O.D. are acceptable for payment.

International - Cash advance (wire transfer) or irrevocable confirmed letter of credit (LC) confirmed by a major US commercial bank acceptable to WNI GLOBAL, INC. Letter of Credits must be payable by draft at sight against delivery of Commercial Invoice, packing list, bill of lading marked "freight collect" and which shall permit transshipments and partial shipments. Customer shall pay all bank charges in connection with the letter of credit.

WARRANTY: WNI GLOBAL, INC. sole obligation under the warranty is limited to replacing or repairing, at it's option, Products which are proved defective in design, workmanship or materials, or which do not meet certified product specifications provided by WNI GLOBAL, INC. at the time of sale, and within twelve (12) months from date of shipment.

Products returned to WNI GLOBAL, INC. for warranty repair or replacement must be sent freight prepaid and accompanied by a Return Materials Authorization (RMA) obtained from WNI GLOBAL, INC. Customer Service Department. WNI GLOBAL, INC. shall pay transportation for products when returned to Customer. Freight of Out of Warranty returned equipment will be borne by the Customer both ways.

In the case of products not of WNI GLOBAL, INC. manufacture, the warranty under the terms of this clause shall be for a period of twelve (12) months from date of shipment from WNI GLOBAL, INC., and repair warranty to be 90 days for repaired items. This warranty is expressed in lieu of all other warranties, expressed, implied or statutory, including the implied warranties of merchantability and fitness for a particular purpose, and of all other obligations of liabilities on the part of WNI GLOBAL, INC., and it neither assumes nor authorizes any other person to assume for WNI GLOBAL, INC. any other liabilities in connection with the sale of Products. In no event will WNI GLOBAL, INC. be liable for incidental or consequential damages, even if WNI GLOBAL, INC. has been advised of the possibility of such damages. This Warranty does not apply to any products which have been repaired or altered, except by WNI GLOBAL, INC. or its authorized service person, or which have been subjected to misuse, abuse, negligence, accident, or operation outside the products specifications. These provisions do not extend the original warranty period of any product or part product that has either been repaired or replaced by WNI GLOBAL, INC. **USEFULNESS:** WNI GLOBAL, INC. does not warrant the Products to meet the standards or requirements that may be applicable to any Customer's business. WNI GLOBAL, INC. does not make or give any representation or warranty with respect to the usefulness or the efficiency of the Products, since the degree of success with which the Products can be applied to communication services is dependent upon a variety of factors, many of which are not under WNI GLOBAL, INC. control.

Disclaimer and Limitation of Liability: TO THE FULL EXTENT PERMITTED BY LAW, APART FROM THE FOREGOING WARRANTIES, WNI GLOBAL, INC. HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, ARISING FROM CONTRACT OR TORT (EXCEPT FRAUD), IMPOSED BY STATUTE OR OTHERWISE, RELATING TO ANY PRODUCT OR ANY RELATED SERVICE, INCLUDING ALL WARRANTIES AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CORRESPONDENCE WITH DESCRIPTION, OR NON-INFRINGEMENT.

IN NO EVENT WILL WNI GLOBAL, INC. BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF WNI GLOBAL, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WNI GLOBAL, INC. AGGREGATE LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PAYMENTS RECEIVED BY WNI GLOBAL, INC. FROM CUSTOMER BEFORE THE DAMAGING EVENT OCCURRED.

Modification of Warranty: WNI GLOBAL, INC. reserves the right to change, at its sole option, the terms and conditions of the warranty and the limitations of its liability as set forth in this Article, at any time, which change shall apply to all Products supplied by WNI GLOBAL, INC. to Customer after Customer's receipt of WNI GLOBAL, INC. notice. Customer shall not make any representation as to WNI GLOBAL, INC. warranties, express or implied, greater in scope or duration than that as set forth in these Terms and Conditions.

Dated: 1 January 2010