

Terms & Conditions of Use

1. User's Acknowledgment and Acceptance of Terms

Seragon ("Us" or "We"), corporate ID C4225208, provides the Seragon site and various related services (collectively, the "site") to the user, the user, subject to the user's compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and the user. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, THE USER AGREE TO BE BOUND BY THESE TERMS OF USE. IF THE USER DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. THE USERR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. THE USERR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF THE USERR USE OF THIS SITE.

These Terms of Use are effective as of 01/01/2019. We expressly reserve the right to change these Terms of Use from time to time without notice to the user. The user acknowledges and agrees that it is the user's responsibility to review this site and these Terms of Use from time to time and for the user to familiarize themselves

with any modifications. The user's continued use of this site after such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

2. Description of Services

We make various services available on this site including, but not limited to licensing, customer support, reseller support, product sales, consulting services and other like services related to the company. The user is responsible for providing, at the user's own expense, all equipment necessary to use the services, including a computer, modem, and Internet access (including payment of all fees associated with such access).

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to the user. We will not be liable to the user or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

3. Registration Data and Privacy

In order to access some of the services on this or any of our associated sites, the user will be required to use an account and password that can be obtained by completing our online registration form, which requests certain information and data (“Registration Data”), and maintaining and updating the user Registration Data as required. By registering, the user agree that all information provided in the Registration Data is true and accurate and that the user will maintain and update this information as required in order to keep it current, complete, and accurate.

The user also grants Seragon the right to disclose to third parties certain Registration Data about the user. The information we obtain through the user’s use of this site, including the user’s Registration Data, is subject to our Privacy Policy, which is specifically incorporated by reference into these Terms of Use.

4. Conduct on Site

The user’s use of the site is subject to all applicable laws and regulations, and the user is solely responsible for the substance of the user’s communications through the site. By posting information in or otherwise using any communications service, or other interactive service that may be available to the user on or through this site, the user agrees that the user will not upload, share, post, or otherwise distribute or facilitate distribution of any content — including text, communications, software, images, sounds, data, or other information — that:

- a. is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual

language of a violent or threatening nature directed at another individual or group of individuals), or otherwise violates our rules or policies;

- b. victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- d. constitutes unauthorized or unsolicited advertising, junk or bulk email (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f. impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by third party users of the site. We (generally speaking) would not pre-screen, monitor, or edit the content posted by users of communications services, newsgroups, software libraries, or other interactive services that may be available on or through this site. However, we and our agents have the right at their sole discretion to remove any content that, in our judgment, does not comply with these Terms of Use and any other rules of user conduct for our site, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content. The user hereby consents to such removal and waive any claim against Seragon arising out of such

removal of content. See “Use of The User’s Materials” below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

In addition, the user may not use their account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to the user or other authorized users of the site. The user shall not interfere with anyone else’s use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

The user agrees that we may at any time, and at our sole discretion, terminate the user’s membership, account, or other affiliation with our site without prior notice to the user for violating any of the above provisions. In addition, the user acknowledges that we will cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

5. Third Party Sites and Information

This site may link the user to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and the user acknowledges that we are not responsible for the accuracy,

copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

6. Intellectual Property Information

Copyright (c) 24 Dec 2018 Seragon All Rights Reserved.

For purposes of these Terms of Use, "content" is defined as any information, data, communications, software, photos, video, graphics, music, sounds, and other material and services that can be viewed by users on our site. This includes instant messaging for customer support or any other original content.

By accepting these Terms of Use, the user acknowledges and agrees that all content presented to the users on this site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of Seragon and/or its affiliates. The user is only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, the user may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any documents or information from this site in any form or by any means without prior written permission from Seragon, and the user is solely responsible for obtaining permission before reusing any copyrighted material that is available on this site. Any unauthorized use of the materials

appearing on this site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Neither we or our Affiliates warrant or represent that the user's use of materials displayed on, or obtained through, this site will not infringe the rights of third parties. See "User Materials" below for a description of the procedures to be followed in the event that any party believes that content posted on this site infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party.

The following are registered trademarks, trademarks or service marks of Seragon or its Affiliates: Seragon. All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks of Seragon or its Affiliates. All other trademarks or service marks are property of their respective owners. Nothing in these Terms of Use grants the user any right to use any trademark, service mark, logo, and/or the name of Seragon or its Affiliates.

7. Unauthorized Use of Materials

Subject to our Privacy Policy, any communication or material that the user transmits to this site or to us, whether by electronic mail, post, or other means, for any reason, will be treated as non-confidential and non-proprietary. While the user retain all rights in such communications or material, the user grant us and our agents and affiliates a non-exclusive, paid-up, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise

use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

Please do not submit confidential or proprietary information to us unless we have mutually agreed in writing otherwise. We are also unable to accept the user's unsolicited ideas or proposals, so please do not submit them to us in any circumstance.

We respect the intellectual property of others, and we ask the user to do the same. If the user or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, the user or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. Identify in sufficient detail the copyrighted work that the user believe has been infringed upon or other information sufficient to specify the copyrighted work being infringed).
2. Identify the material that the user claim is infringing the copyrighted work listed in item #1 above.
3. Provide information reasonably sufficient to permit us to contact the user (email address is preferred).
4. Provide information, if possible, sufficient to permit us to notify the owner/ administrator of the allegedly infringing webpage or other content (email address is preferred).

5. Include the following statement: "I have a good faith belief that use of the copyrighted materials described above as allegedly infringing is not authorized by the copyright owner, its agent, or the law."
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."
7. Sign the paper.
8. Send the written communication to the following address:

Designated Agent for Claimed Infringement:

Contact: Marketing Director

Address: 400 Spectrum Center, Suite 1600 Irvine, CA 92618

The user acknowledges and agrees that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our site without liability to the user or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

8. Disclaimer of Warranties

ALL MATERIALS AND SERVICES ON THIS SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO

WARRANTY THAT (A) THE SERVICES AND MATERIALS WILL MEET THE USERR REQUIREMENTS, (B) THE SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED BY THE USER FROM THE SITE FROM US OR OUR AFFILIATES WILL MEET THE USERR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS OR DEFECTS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THIS SITE IS DONE AT THE USERR OWN DISCRETION AND RISK AND WITH THE USERR AGREEMENT THAT THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THE USERR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

Through the user's use of the site, the user may have the opportunities to engage in commercial transactions with other users and vendors. The user acknowledges that all transactions relating to any merchandise or services offered by any party,

including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller or purchaser of such merchandise and services and the user. WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THIS SITE, AND THE USER UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT THE USER'S OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

Content available through this site often represents the opinions and judgments of an information provider, site user, or other person or entity not connected with us. We do not endorse, nor are we responsible for the accuracy or reliability of, any opinion, advice, or statement made by anyone other than an authorized Seragon spokesperson speaking in his/her official capacity. Please refer to the specific editorial policies posted on various sections of this site for further information, which policies are incorporated by reference into these Terms of Use.

The user understands and agrees that temporary interruptions of the services available through this site may occur as normal events. The user further understands and agrees that we have no control over third party networks the user may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

The user understands and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO THE USER.

9. Limitation of Liability

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO THE USER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEB SITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING WITHOUT LIMITATION THE PROCESSING OF ORDERS.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO THE USER.

10. Indemnification

Upon a request by us, the user agree to defend, indemnify, and hold us and our Affiliates harmless from all liabilities, claims, and expenses, including attorney's fees, that arise from the user's use or misuse of this site. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the user, in which event the user will cooperate with us in asserting any available defenses.

11. Security and Password

The user is solely responsible for maintaining the confidentiality of the user's password and account and for any and all statements made and acts or omissions that occur through the use of the user's password and account. Therefore, the user must take steps to ensure that others do not gain access to the user's password and account. Our personnel will never ask the user for the user's password. The user may not transfer or share the user's account with anyone, and we reserve the right to immediately terminate the user's account if the user does transfer or share the user's account.

12. Participation in Promotions

From time to time, this site may include advertisements offered by third parties. The user may enter into correspondence with or participate in promotions of the advertisers showing their products on this site. Any such correspondence or promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such correspondence or promotions, are solely between the user and the advertiser. We

assume no liability, obligation or responsibility for any part of any such correspondence or promotion.

13. E-mail, Messaging, Blogging, and Chat Services for support purposes

We may make email, messaging, blogging, or support chat services (collectively, "Communications") available to users of our site, either directly or through a third-party provider. We make available separate supplemental agreements characterizing the relationship between the user and us that, except where expressly noted or contradictory, includes these Terms.

We will not inspect or disclose the contents of private Communications except with the consent of the sender or the recipient, or in the narrowly-defined situations provided under the Electronic Communications Privacy Act, or as other required by law or by court or governmental order. Further information is available in our Privacy Policy.

We may employ automated monitoring devices or techniques to protect our users from mass unsolicited communications (also known as "spam") and/or other types of electronic communications that we deem inconsistent with our business purposes. However, such devices or techniques are not perfect, and we will not be responsible for any legitimate communication that is blocked, or for any unsolicited communication that is not blocked.

Mailboxes may have a limited storage capacity. If the user exceeds the maximum permitted storage space, we may employ automated devices that delete or block

email messages that exceed the limit. We will not be responsible for such deleted or blocked messages.

14. International Use

Although this site may be accessible worldwide, we make no representation that materials on this site are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this site is void where prohibited.

15. Termination of Use

The user agree that we may, in our sole discretion, terminate or suspend the user's access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating the user's relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, the user's right to use the services available on this site immediately ceases, and the user acknowledge and agree that we may immediately deactivate or delete the user's account and all related information and files in the user's account and/or bar any further access to such files or this site. We shall not be liable to the user or any third

party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection with such termination or suspension.

16. Governing Law

This site (excluding any linked sites) is controlled by us from our offices within the California, United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of California, by accessing this site both of us agree that the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this site and the purchase of products and services available through this site. Each of us agrees and hereby submits to the exclusive personal jurisdiction and venue any court of competent jurisdiction within the State of California with respect to such matters.

17. Notices

All notices to a party shall be in writing and shall be made either via email or conventional mail. Notices to us must be sent to the attention of info@seragon.com, if by email, or at Seragon, 400 Spectrum Center, Irvine, CA 92618, if by conventional mail. Notices to the user may be sent to the address supplied by the user as part of the user's Registration Data. In addition, we may broadcast notices or messages through the site to inform the user of changes to the site or other matters of importance, and such broadcasts shall constitute notice to the user at the time of sending.

18. Entire Agreement

These terms and conditions constitute the entire agreement and understanding between us concerning the subject matter of this agreement and supersedes all prior agreements and understandings of the parties with respect to that subject matter. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by the user and us. To the extent that anything in or associated with this site is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

19. Miscellaneous

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by the user against us or our Affiliates must be instituted within one year after the cause of action arises or be deemed forever waived and barred.

The user may not assign the user's rights and obligations under these Terms of Use to any party, and any purported attempt to do so will be null and void. We may freely assign our rights and obligations under these Terms of Use.

The user agrees not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this site, or use of or access to this site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.

20. Contact Information

Except as explicitly noted on this site, the services available through this site are offered by Seragon located at 400 Spectrum Center, Irvine, CA 92618. If the user notice that any user is violating these Terms of Use, please contact us at info@seragon.com.

Terms & Conditions of Sale

1. Sale and Purchase of Goods

Seragon ("Seller") hereby agrees to sell, and the user ("Buyer") hereby agree to purchase, goods of the description and quantity described on the checkout window ("Checkout") and incorporated herein by this reference ("Goods") on the terms and conditions set forth in this Agreement.

2. Purchase Price

Buyer agrees to pay the Purchase Price of the Goods as posted on this website attached hereto.

3. Payment Terms

The total amount of the Purchase Price shall be payable in full by Buyer according to the payment due date stated at Checkout. Any portion of the Purchase Price unpaid past thirty (30) days shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (being eighteen percent (18%) per annum) or the highest lawful rate. In addition, Seller shall have the right to pursue any remedies available at law or as provided herein and shall be entitled to reimbursement from Buyer for Seller's costs of collection, including attorney fees, legal fees and costs and disbursements.

4. Delivery

Unless otherwise agreed in writing, delivery shall be made in accordance with Seller's shipping policy in effect on the date of shipment. Delivery dates provided by Seller are estimates only. Seller will make reasonable efforts to deliver in accordance with such dates; however, Seller will not be liable for failure to deliver

as estimated. Unless otherwise agreed in writing by Seller, Goods shall be packaged according to Seller's standards and practices.

5. Limited Warranty

Seller supplies as its sole warranty the following: Any offer/product The Company owns/promotes is exclusive to the The Company, and The Company will set out the terms and conditions of said warranty and always state the terms of the warranty and be considered a written contract between the Seller and the Buyer. The Company reserves the right to change the conditions of the warranty for reasons not limited to stock, manufacturing or quality issues. The Company can cancel the warranty at any time during the stated course of the warranty with advanced notification to the buyer.

6. Use of Manufacture Warranty

- The warranty shall last for the term of the Manufactures and their time agreed.
- The warranties provided for herein shall be governed by Seller's warranty policies in effect on the date of shipment.

7. Disclaimer of Warranty/Limitation of Liability

Seller undertakes no responsibility for the quality of the Goods or that the Goods will be fit for any particular purpose for which Buyer may be buying the Goods, except as otherwise provided in this Agreement, and Seller disclaims all other warranties and conditions, express or implied.

SELLER (INCLUDING ITS SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "SELLER AFFILIATES") SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GOODS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE GOODS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF SELLER OR ANY OF THE SELLER AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

IN NO EVENT SHALL SELLER OR ANY SELLER AFFILIATE BE LIABLE TO BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE GOODS ACTUALLY DELIVERED TO AND PAID FOR BY BUYER HEREUNDER.

SELLER DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS AND NONE OF SELLER OR ANY SELLER AFFILIATE SHALL HAVE ANY DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE GOODS.

8. Force Majeure

Seller shall not be held responsible for any failure of performance to make timely delivery of all or any part of the Goods in the event such failure was due, in whole or in part, to federal, provincial or municipal action, statute, ordinance or regulation, strike or other labor trouble, fire or other damage to or destruction of, in whole or in part, the Goods or the manufacturing facility for the Goods, the lack of or inability to obtain raw materials, labor, fuel, electrical power, water or supplies, or any other cause, act of God, contingency or circumstances not subject to the reasonable control of Seller, which causes delays or hinders the manufacture or delivery of Goods. Seller shall determine in good faith the extent to which it can reasonably control a cause, contingency, or circumstance that affects the performance of its obligations.

9. General

Buyer may not assign this Agreement without Seller's written consent. Seller is the sole intended beneficiary of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to the Goods, this Agreement shall govern. This Agreement may not be modified, altered or

amended without the written agreement of Seller. Any additional or altered terms attached to any order submitted by Buyer shall be null and void, unless expressly agreed to in writing by Seller. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Virginia, without giving effect to conflicts-of-law rules; and in the event of a dispute under this Agreement; Buyer submits to the exclusive jurisdiction and venue of the courts of the Commonwealth of Virginia and hereby waives any objection to such jurisdiction and venue.

Company's Code of Conduct

The Seragon Company's (The Company) Code of Conduct is a living document whose purpose is to establish robust standards of honesty, fair play, accountability, and respect for and compliance with the law, within and outside the four walls of the organization.

These moral markers are the four pillars of Seragon's foundation of good behavior. Companies are assemblies of people, first and foremost, and without an established value system, led by senior management that is echoed throughout the halls, from the Shareholder's boardroom meetings to the mailroom, a company is just a building. Good conduct is always a standard present in the room and inside the four walls of any organization, and needs ongoing care, with consistent and reasonable review and revision.

The Code of Conduct is a company's compass, a tool by which to guide the members of the whole team. It is integral to the fabric of any crisis strategy, or social media proposal, any executive action, and acts as a barrier to the execution of an effective marketing plan. Good conduct is present at every social interaction, it exists in each meeting, at every company picnic, outing, and trickles down to a single casual conversation around the water-cooler. A company's code of conduct is their reputational currency, and a healthy business, invested in keeping their ethics in order, can spend that good tender industry-wide, and with immediate return.

Inside our four walls

Integrity means doing what is right. By acting with integrity, we reflect positively on the values and reputation of The Company, the brands we represent, the products we make, the people we employ.

We all want to do what is right, for ourselves and for The Seragon Company, and our Code of Conduct helps to guide us through. The Code defines how employees should conduct themselves as representatives of The Company. The Code addresses our responsibilities to The Company, to each other, to customers, suppliers, consumers and governments with whom we interact. The Code is a precursor to the laws we all must follow, a guide for responsible comportment, the example for honesty in all matters, and the accountability for all our actions.

Our first and very important commitment is always to the consumer, and in meeting their needs to the best of our ability. We believe without a strong ethical

foundation, no company could, or should, have the privilege of serving the public until their house is in order.

A company is simply a place where people with a like-minded goal work together to achieve success. Healthy interaction is the grease on that wheel, which is then reflected on the work and reputation of the company inside and outside the brick and the mortar.

Outside our walls

Seragon suppliers are chosen on the basis of price, quality, delivery, service, and integrity. The Company's choice of suppliers will be made objectively, without bias or favor. Trustworthiness, reliability, openness, and only those in good standing, will be the distinguishing factors, and paramount in The Company's dealings with the vendors we engage, and any company we do business with in the future.

Seragon also reserves the right to reassess any existing vendor relationship if any of the aforementioned factors change during the course of the contract already in place, based on The Seragon Company's Code of Conduct and high standards of ethics.

The Company enters into all agreements with vendors in good faith, best intentions, and reasonable expectations, based on discussions and shared information prior to any and all agreements. Any new materials, info, or disparity that may arise after the contract has been made, in conflict with The Company's ethical, moral or business standards, gives Seragon the right to reassess, update,

change, or delete any terms in conflict with their own, or retreat from the agreement in its entirety.

Competitors and Business Partners

Seragon trusts in assumed decency of sound competition practices and dynamically pursues The Company's best interest to compete in a fair market, lawfully and in full accordance of the law. The Company will not compete unfairly with others and will not seek to damage the reputation of its competitors, either directly or by implication.

Our business partners must have an opportunity to make a fair profit and The Seragon Company engages in fair practices that allow our partners to pursue their business goals whilst we support and encourage the same respect for Seragon's goals in return.

We are responsible to other employees who work with us and engage with Seragon Company throughout the world. We must provide an inclusive work environment where each person must be considered as an individual. We must respect their diversity and dignity and recognize their merit and pay deference to each culture's independent and unique diversity.

We are responsible to the communities in which we live and work, and to the world community as well as it interfaces with Seragon and beyond. We are committed to help people be healthier by supporting better access and health care here in the U.S. and across the globe.

We strive to be good citizens and support good works and charities, better health and education initiatives, and bear our fair share of tax. We maintain in good order the properties we are privileged to use, while do our part in protecting the environment and our natural resources.

Finally, we are responsible to our stockholders, investors, the business of well-being and the health care industry at large, of which we are committed in our work to making better through our involvement.

When we operate according to these above principles, our conscience is clear and we gain an added focus on doing our best work.