

SALES TERMS AND CONDITIONS

I. GENERAL

These terms and conditions govern all sales by FIBER OPTIC NETWORK CABLE SOLUTIONS LLC (hereinafter referred to as FONCS). No addition to or any modification of any of these terms and conditions as they appear herein shall be binding upon FONCS unless signed in writing by a duly authorized representative of FONCS. These terms shall be deemed to have been entered into upon: Buyer Purchase Order Issuance, and receipt of FONCS acceptance of that Purchase Order. Any documents needed by the Buyer must be required prior Purchase Order Issuance, including but not limited to Buy American Act Statement.

II. PRICES

The prices will be in US dollars unless a different currency is specified, currency understood as legal tender in the United States of America and are valid until the date indicated on the cover page of this document. Prices do not include taxes, taxes must be paid by the customer according to used Incoterm.

The purchase of this item(s) may be subject to the State and Local Sales Use Tax of the ship-to location. A Tax Exempt Certificate is required for the Shipping location to avoid any associated tax liability. The company reserves the right to change prices without prior notification, including aggregates and pending orders. The Buyer agrees that FONCS must invoice and the Buyer must pay for surpluses in quantities of goods and / or services delivered to this matter, regardless of whether said excess amounts have been included in the Quotation or Purchase Order.

III. PAYMENT TERMS

The following are the only payment method accepted by FONCS:
Electronic transfer: You can make transfers in US dollars to the following accounts as it applies:

USD - American Dollar Account Details
BANK: WELLS FARGO BANK, N.A. BRANCH HOME: LAREDO DOWNTOWN BRANCH NUMBER: 00852 ACCOUNT NUMBER: 7686273892 FOR DOMESTIC WIRE: WIRE ROUTING TRANSIT NUMBER (RTN/ABA) 121000248 FOR INTERNATIONAL: SWIFT: WFBUS6S

The invoices issued by FONCS will be in US dollars, understood as the currency of legal tender in the United States of America. All re-billing caused by the omission of the aforementioned documents will have an administrative charge of 20 (twenty) dollars plus taxes.

Payment must be made within the established quotation terms, unless otherwise agreed in writing by FONCS.

In case of delay or non-payment, FONCS will be entitled to recover the amount owed plus 01% (one) percent per each day until 30% (thirty) percent, as well as the costs of collection and attorneys' fees.

IV. SHIPPING

It is allowed for Customer to pick up merchandise at FONCS works. Our works are located at: 11905 Hayter Rd Laredo, Texas 78045. The delivery timeframes go from 3:00 p.m. to 5:00 p.m. at shipment date, and following days from 9:00 a.m. to 5:00 p.m.; (both Central Time).

For material in stock or immediate delivery it's necessary to have the order registered at our system 6 (six) hours before the order pick up.

The customer has 5 working days after invoicing or issuance to pick up the merchandise, if exceed it 5 business days stipulated, storage charges will be generated.

The storage charge will be \$ 9.5 dollars per pallet per week that is occupied by each order, considering at least one pallet and at least one week if it is occupied at less.

The merchandise can be sent through a pre selected parcel if customer wishes and at its sole cost; the merchandise collection must be scheduled by the customer. The shipping schedule shall follow the same timeframe as the established within this clause.

In the event that your parcel requests an additional requirement, stating without limitation: placing the merchandise on pallet, etc., all additional requirements will be quoted separately.

V. ORDERS

All orders received are subject to acceptance by an authorized representative of FONCS.

VI. SHIPMENT ANOMALIES

FONCS makes every effort to ensure the accuracy of each shipment, for this reason, in case of defecting any anomaly the customer must report it in writing, using the anomaly format for the product, same that should be requested to the sales executive and send it within a term no longer than 5 business days after the shipment is received to validate the warranty. After this date, FONCS shall not be responsible for any anomaly in the shipment.

VII. LIMITATION OF LIABILITY

FONCS shall not be liable for loss, damage delays or no delivery due to causes beyond its reasonable control including but not limited to acts of God, acts of any governmental authority or Buyer, acts of civil or military authority, fires, floods, strikes or other labor disturbances, way, riot, delays in transportation, breakdown of essential machinery or material shortages. In the event of delay for any such reason, the date of delivery or performance shall be extended for a period equal to the time lost by reason of the delay. In the event COMPANY is unable to perform for any of the foregoing reasons, FONCS may (at its sole discretion) cancel the order without liability.

VIII. WARRANTY

Through the tests carried out on our products, we are sure that you will receive a product that meets the highest quality standards, so we offer a warranty for all the products we handle, which applies according to the following table, applying only due to manufacturing defects.

PRODUCT FAMILY	WARRANTY
Fiber Optic Cable	One Year
Filler	One Year
Plastic Reels	One Year
Covered FRP	One Year
Fiber Optic Cable Hardware	25 years
Connector, Faders and Couplers	25 years
Distributors	25 years
Optical Assemblies	25 years
Splitters and CWDM	One Year
Transceivers and Media Converters	One Year
Tools	One Year
Kits	One Year
Splice Closures	One Year
Cabinets	One Year

The warranty time will start since the shipping date.

IX. CANCELLATION AND RETURN

Buyer cannot cancel or return orders placed to FONCS without this latter express written consent, and based on acceptable terms to FONCS. In the event of an unauthorized cancellation, Buyer shall be liable to FONCS for all damages relating to the cancellation, including but not limited to all commitments made or costs incurred in preparing to perform or in performing the work, tooling, equipment and material costs, and cancellation charges of FONCS's suppliers.

X. CLAIMS OF PATENT INFRINGEMENT

Buyer shall indemnify and hold Seller harmless from all Claims based upon (i) the use of a Product customized for Buyer based on Buyer's ideas, specifications or designs, (ii) the performance of a process performed by the Products not recommended in writing by Seller, or (iii) the use or sale of the Products delivered hereunder in combination with other products not delivered to Buyer by Seller.

XI. GOVERNING LAW AND VENUE

US Commercial Law shall govern the validity, interpretation, and enforcement of this order. Venue for any action relating to the order shall be proper in 11905 Hayter Rd, Laredo, Texas 78045; the location of FONCS's principal place of business.

XII. PENALTIES

No penalties shall apply to FONCS.