

BLUE WATER SATELLITE, INC.
TERMS AND CONDITIONS

1. Prices are established based on the quotation provided by Blue Water Satellite, Inc. ("BWS").
2. BWS warrants that the goods and services it provides to Customer will comply with the specifications and descriptions furnished by BWS to Customer, or specified by Customer and agreed to by BWS. Customer assumes all responsibility and liability for loss or damage to goods after delivery to Customer and for any liability related to Customer's use of such goods after delivery.
3. Payment is Net 15 days upon receipt of goods and invoice (e.g., invoices received at the beginning of the month are due on the 15th of the month).
4. Customer shall be responsible for all federal, state or local taxes, or other charges which may be imposed on the sale, transportation, or use of any goods or services sold hereunder.
5. Title to all goods sold hereunder shall not pass to Customer until Customer's payment of invoice in full.
6. Customer's exclusive remedy and BWS's exclusive and sole liability for any and all claims in any way related to goods sold or services rendered, or for delayed delivery or non-delivery of goods or services, whether or not such claim or liability is based on negligence, breach of warranty or breach of contract, shall be limited to the purchase price of the goods or services with respect to which such claim is made (plus related transportation costs, if any, paid by Customer) or the replacement of such goods or service, as BWS may elect. In no event shall BWS be liable for special, incidental, indirect or consequential damages.
7. No liability shall result from delay in performance, or nonperformance, caused by circumstances beyond BWS's control, including, but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes, material shortages, government actions, transmission or transportation delays or failures caused by third parties, or inability to obtain material, equipment or transportation.
8. If Customer fails to perform any of the terms of any agreement with BWS, BWS may, at its option, defer future shipments until such default is cured, or may terminate the agreement. BWS's waiver of any breach, or failure to enforce any of the terms and conditions of any agreement, at any time, shall not in any way affect, limit, or waive BWS's right thereafter to enforce and compel strict compliance with every term and condition thereof.
9. Agreements with Customer are to be construed according to the laws of the State of Ohio, without regard to Ohio's conflicts of law principles. Any dispute arising under any agreement between BWS and Customer shall be resolved exclusively in the courts of the State of Ohio.
10. Customer may not assign its rights and obligations under any agreement with BWS, except upon BWS's prior written consent.