



**VIKING COMMUNICATIONS**

WIRELESS COMMUNICATIONS EQUIPMENT & SERVICE SINCE 1964

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### TERMS AND CONDITIONS OF SALE

1. **Acceptance:** No contract shall be binding upon the Seller until such order is either accepted in writing by Seller, Buyer issues an official purchase order against the pertinent sales order, or shipment is made there under.
2. **Purchase and Payment of Purchase Price:** Buyer purchases and Seller sells subject to the terms and conditions herein, the equipment and described on the pertinent sales order (Equipment) and services. Buyer agrees to pay the Seller at such place as may be designated by the Seller or its assignor agent the Unpaid System Price shown on the pertinent sales order set out commencing the 1<sup>st</sup> day of the month following installation of the Equipment if in Seller's judgment, subsequent to acceptance of this order, Buyer's financial responsibility becomes impaired or Buyer evidence inability to pay debts as they mature, full payment may be required in advance of delivery of the equipment notwithstanding the payment terms stated herein.
3. **Security Interest:** To secure the payment of the indebtedness of the buyer to the Seller arising out of this sale, the Buyer grants to the Seller a purchase money security interest in the Equipment and in all proceeds thereof, Buyer agrees to execute such financing statements are necessary to perfect Seller's security interest and to pay filing fees.
4. **Delinquency Charge:** If any amount is not paid within thirty (30) days after it is due, Buyer agrees to pay interest thereon at the highest contract rate permitted by law (but in no event more than 10% per annum) or, if a delinquency charge in lieu of the interest is provided by law, the highest permissible charge.
5. **Use and Taxes:** The equipment shall remain personal property regardless of its attachment to any building or structure or of the consequences of its being removed there from, Buyer agrees to use the Equipment carefully and properly, not to remove any of it from the premises where installed without the Seller's written consent and not to do or permit to be done anything whereby any part of the Equipment shall be physically damaged or destroyed or Seller's security interest therein prejudiced; Buyer shall promptly pay all taxes, assessments, license fees and other charges when levied or assessed against the Equipment or the ownership or the use thereof or this contract.
6. **Risk of Loss Insurance:** Buyer assumes complete responsibility for any all risks of physical loss or damage to the Equipment from any cause whatsoever during the entire term of this contract, Buyer will maintain "All Risk" insurance on the on the Equipment for its full insurable value. At Seller's request, Buyer will deliver to Seller policies or certificates of insurance evidencing such coverage with loss payable to Seller or its assigns and Buyer as their interest may appear. Each policy shall provide for 30 days written notice to Seller or its assigns of the cancellation or material modification thereof.
7. **Default:** If Buyer shall default in payment due under this contract, or if Buyer becomes insolvent, ceases to do business as a going concern, makes an assignment for the benefit of the creditors, or if a petition for the receiver or under the Bankruptcy Act is filed by or against Buyer, or if Buyer breaches any of the terms or conditions of this contract the entire unpaid balance shall at once become due and payable, at the election of the Seller. Upon any such default, Seller shall have all the rights and remedies of a second party under the Uniform Commercial Code or any other applicable law, including the right to take possession of the Equipment and the right to collect from the Buyer on demand any deficiency remaining after disposition of the Equipment. Notice of the intended disposition of the Equipment shall be deemed reasonably and property given if mailed at least ten (10) days before such disposition, postage prepaid, to Buyer at the address shown on the reverse side hereof, All rights and remedies herein contained are cumulative and not alternative. Upon default, Buyer, to the extent permitted by law, agrees to pay all costs of collection and enforcement of Seller's rights hereunder, including the reasonable fees of an attorney who is not a salaried officer or employee of the holder hereof. The foregoing remedies are at the Seller's option and are in addition to and without prejudice to any other remedies to which the Seller shall be entitled under the law. Waiver of any default shall not be a wavier of any other default.
8. **Assignment:** Buyer may not assign, transfer or encumber this contract or the Equipment without written consent of the Seller, Seller may assign its interest in this contract and the Equipment in which event the Seller's assignee shall succeed to all rights of the Seller hereunder but shall not be responsible for any representation, guaranty, or warranty made by the Seller in respect of the Equipment, nor shall the assignee be liable for any breach thereof. No claims arising from any such breach shall be set up as a defense, counterclaim or set off to any action by the assignee for the collection of any amount due hereunder or for possession of the Equipment, Buyer waives and agrees not to assert any assignee any defenses to the enforcement of this contract which now exist or hereafter may arise.
9. **Governmental Requirements:** Buyer shall be solely responsible for compliance with applicable federal, state and local laws, ordinances, rules and regulations for obtaining all permits, licenses, authorizations or certificates required by ant regulatory body for or in connection with the installation, use, maintenance or modifications of the Equipment, and for the providing of licensed operators as may be required. In no event will Seller, its employees; sales personal, distributors or manufactures representatives act as Buyer's legal representative or agent in these matters.
10. **Delivery:** Seller shall not be liable for delays in shipments or delivery nor shall the Buyer be excused from performance because of such delays.
11. **Disclaimer of Warranties:** Unless made part of this contract, any representations concerning the distance and locations at which useable radio signals will be transmitted and received by the Equipment shall not be enforceable against the Seller or its assignee. (Radio systems are subject to degradation of service from a variety of natural and man made phenomena including "skip", motor and ignition noise, metal shielding, terrain contours, interference by users of the same adjacent radio channels, intermodulation and other phenomena: such as interference can often be minimized by the corrective devices at the Buyer's expense.) SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS. Seller, however agrees to make available to Buyer all benefits due Seller under Manufacturer's Warranty of the Equipment, a copy of which warranty was furnished to Buyer and which is made a part of this contract. Seller shall not be liable for any injury, loss or damage, direct or consequential arising out of the use or the inability to use the Equipment, Buyer shall determine the suitability of the Equipment for its intended use and assumes all risks and liability whatsoever in connection with this determination. BUYER ACKNOWLEDGES THAT NO WARRANTIES, REPRESENTATIONS, PROMISES, OR STATEMENTS WHATSOEVER OTHER THAN THE FOREGOING HAVE BEEN MADE BY SELLER.