

Terms of Purchase

The terms and conditions set forth in these terms of purchase (these "Terms of Purchase") and in the "Terms of Access" constitute the entire agreement between Advanced Wireless, Inc. ("AWI") and you (the "Buyer") concerning products purchased from AWI. Capitalized terms used herein shall have the meaning as defined herein, or if not defined, as defined in the Terms of Access.

1. Offer and Acceptance

By ordering a product from Advanced Wireless, Inc., Buyer shall be deemed to have made an offer to buy the specified product from AWI pursuant to these Terms of Purchase. The acceptance and fulfillment by AWI of any order placed with AWI is subject to Buyer's acceptance of all of the terms of these Terms of Purchase. All other contrary terms and conditions are expressly rejected, and no addition or modification to these Terms of Purchase shall be binding unless agreed to in writing by AWI. Buyer accepts these Terms of Purchase by placing an order with AWI. AWI shall not be deemed to have accepted Buyer's offer unless and until AWI sends to Buyer, through electronic means, facsimile or other written communication, an acknowledgment that Buyer's order has been confirmed and will be fulfilled by AWI. AWI's acceptance of any offer by Buyer is only made with the express understanding that these Terms of Purchase shall govern any sale of products from AWI to Buyer. Buyer understands that AWI does not manufacture products sold to Buyer, but obtains such products through third party suppliers.

2. Prices, Availability and Taxes

Prices of products are subject to change at any time without notice. All prices are listed in U.S. Dollars. All products may not be available in all areas. Product availability is subject to change at any time and AWI makes no representations or warranties regarding product availability. Buyer shall be responsible for any tax or other governmental charge due to the sale, use or delivery of the product, including, but not limited to, Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Revenue Tax, Value Accrued or Value Added Tax, and Transportation Tax. All applicable taxes and other charges will be added to the purchase price.

3. Payment

When ordering products from AWI, Buyer may use VISA, MASTERCARD, or AMERICAN EXPRESS. If Buyer has a Terms account they may enter and use an approved purchase order number. AWI will not accept checks, COD, or credit cards registered outside of the United States. Credit card charges are applied at the time of shipment. If purchase is made using Terms account, AWI will issue Buyer a 2% finance charge per month for overdue payments and accrued finance charges. If Buyer fails to pay for any products received, AWI shall have the right, in addition to other remedies, to suspend or cancel further deliveries, and to proceed in any court of proper jurisdiction against Buyer for all amounts due to AWI, including, but not limited to, attorney's fees, costs and interest.

4. Shipping, Title and Risk of Loss

AWI will ship products using the shipping method specified by the Buyer. If none is given AWI will select the shipping method. All sales are made F.O.B. the shipping point. AWI shall use reasonable efforts to cause products to be delivered to Buyer by requested delivery dates, but shall in no event be liable for any losses or damages caused by delay or non-delivery of products. Buyer shall be responsible for all shipping charges. AWI will assess a shipping and handling charge per the shipping method. The minimum shipping and handling charge is \$10.00. Title and risk of loss in the products shall pass to Buyer upon AWI's (or its agent's) delivery to the carrier at the shipping point.

5. Returns, Changes and Cancellation

a. Product Return Policy:

Except for the following products, Buyer may return products purchased hereunder within five (5) business days of Buyer's receipt thereof:

- Any item that is submitted for return more than five (5) business days after receipt of delivery;
- All software, maintenance and services;
- Special order items;
- Items in special order quantities; and
- Any item that is not in its original condition (including, without limitation, packaging), is damaged, or is missing parts (including, without limitation, driver diskettes and user guides).

To return an item:

a. Contact AWI at 888.ADV.WIRE (888.238.9473) and request a Return Material Authorization (RMA) number within three (3) business days of delivery.

b. On the address label, clearly mark the RMA number.

c. Return items to:

Advanced Wireless, Inc.
Attn: Returned Goods
5007 S. Howell Avenue
Suite 330
Milwaukee, WI 53207

d. Once the items are returned, they will be inspected and a credit will be issued if approved.

A restocking fee of up to 20% will be assessed on each returned item.

b. Service Cancellation Policy:

Any onsite service scheduled must be cancelled at least two (2) business days prior to the scheduled date of work. Any onsite service cancelled with less than two (2) business days notice will be assessed a 20% cancellation charge.

6. Disclaimer of Warranties

SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, CONCERNING NONINFRINGEMENT, THE PRODUCTS, OR THE MERCHANTABILITY OR FITNESS OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Buyer receives a warranty, if any, on the products from the supplier(s) from whom AWI obtains products for sale to Buyer. Buyer agrees that any and all additional disclaimers and limitations on liability and damages which govern AWI's purchase of products from supplier(s) shall govern AWI's sale of products to Buyer, unless such additional disclaimers and limitations are inconsistent with these Terms of Purchase. Buyer is solely responsible for determining the suitability of the products for the uses and applications contemplated by Buyer. Buyer assumes all risks and liabilities arising out of possession, use, or resale of the products, whether used singly or in combination with other material.

7. Buyer's Representations

Buyer represents that it has the requisite power and authority to enter into these Terms of Purchase and to perform the obligations under these Terms of Purchase. Buyer represents that it has provided accurate information to AWI in purchasing products and that its offer to purchase products complies with all applicable laws. Buyer acknowledges and agrees that it is solely responsible for the compliance with all applicable laws and regulations concerning Buyer's purchase, possession, use, or resale of the products. Buyer further represents that it is familiar with the characteristics of the products, and will comply

with all laws, regulations, and standards applicable to the possession, handling, processing or use of the products by Buyer, including, but not limited to, the Occupational Safety & Health Act of 1970.

8. Indemnification

Buyer shall defend, indemnify and hold AWI and its suppliers, including, but not limited to, their affiliates, agents, assigns, attorneys, directors, employees, insurers, officers, predecessors, representatives, and successors, harmless from and against all claims, liabilities, costs and expenses (including, but not limited to, those related to injury or to death of Buyer's employees or other persons) arising from or connected with (a) a breach by Buyer of these Terms of Purchase or (b) the possession, handling, use, or resale of the products by Buyer or others. AWI may participate in the defense of any such claim for the further protection of its own interests.

9. Limitation of Claims

Without limiting the scope of any other term or condition herein, any and all claims related to products sold to Buyer by AWI shall be made within thirty (30) days after receipt of the product to which the claim relates, or if for non-delivery, after the scheduled delivery date thereof. Buyer's failure to give AWI written notice of any claim within the applicable time period shall constitute an absolute and unconditional waiver of such claim.

10. Limitation of Liability

Without limiting the scope of any other term or condition herein, including AWI's disclaimer of warranties, no claim of any kind, whether as to products delivered or for non-delivery of products, or otherwise, and whether based on contract, breach of warranty, negligence, strict liability, indemnity, contribution, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL AWI BE LIABLE FOR LOSS OF BUSINESS, LOSS OF PROFITS OR GOODWILL, OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BUYER'S CLAIM IS BASED ON CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, AND NOTWITHSTANDING ANY CLAIM THAT SUCH LOSSES WERE REASONABLY FORESEEABLE TO AWI OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

11. Force Majeure

Without limiting the scope of any other term or condition herein, AWI shall not be responsible or liable for any delay or failure to deliver any or all of the products for causes beyond its reasonable control, including, without limitations, casualty, labor strikes, material shortages, civil commotion, governmental orders, acts of terrorism, war or any other cause or circumstance which makes impracticable the production, transportation or delivery of the products. AWI may cancel an order to the extent the quantity not delivered is due to any such cause or circumstance. In no event shall AWI be obligated to purchase products to replace any quantity not delivered due to any such cause or circumstance. In the event of any cause or circumstance excusing AWI, AWI shall have the right to allocate any remaining product supply among its customers, including those not under contract, in a fair and reasonable manner, and Buyer hereby releases AWI from responsibility or liability for any resulting incomplete fulfillment of Buyer's order.

12. General

a) No waiver by either party of any breach of any of the terms or conditions contained herein shall be construed as a waiver of any succeeding breach of the same or any other term or condition herein. Nothing contained herein shall limit the remedies of AWI in the event of Buyer's breach of these Terms of Purchase.

b) All notices related to these Terms of Purchase shall be in writing. The parties expressly agree that electronic communications shall be considered "writings" for all purposes under applicable law. If notice is not sent by electronic communications, notices shall be deemed given when delivered to or deposited in the United States mail, first class, postage prepaid, and, if to Buyer, sent to the address identified by Buyer when registering to purchase products through the Website and, if to AWI, sent to Advanced Wireless, Inc., .5007 S. Howell Avenue, Suite 330, Milwaukee, WI 53207.

c) If any of the terms and conditions herein are held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other term or condition herein.

d) These Terms of Purchase and the Terms of Access constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter.

e) These Terms of Purchase shall be governed by and construed under the laws of the State of Wisconsin, United States of America, without regard to conflict of laws principles. Any actions arising out of products purchased from AWI shall be commenced in the state or federal courts of Wisconsin. Buyer agrees to submit to the jurisdiction of these courts and waives any claim that venue is improper for any reason in these courts.