



TELEDYNE
PARADISE DATACOM, LLC
 A Teledyne Technologies Company

QUOTATION

Quotation Date: 30-Jun-2011
 Validity Period: 30 Days
 Expiration Date: 30-Jul-2011
 Quotation #: 16519 Ref # :

To	NEIL THOMAS neil@satcominternational.com SATCOM INTERNATIONAL, INC. 265 S. FEDERAL HWY SUITE 124 DEERFIELD BEACH FL 33441 USA	Inside Sales	Mandy Slegle Email: mslegle@teledyne.com
		Field Sales	Bruce Baldwin Email: bbaldwin@teledyne.com
		Office Phone	+1 (770) 614-4530
		Office Fax	+1 (770) 614-4862

Dispatch / Delivery: Please see line item description for lead times as they can vary per item. * Delivery terms are Ex Works per Incoterms 2000 unless specified	Payment Terms: PREPAY	Pricing: US Dollars
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#	Model Number	Description	Qty	Price (US\$)	Extended Price (US\$)
1	HPAC2140ACPXXXX	140W C-Band Standard Frequency Compact Outdoor SSPA Sub-Band: 5.850-6.425 GHz External Reference ZBUC (FSK) Includes: Stand-alone Compact Outdoor Output Power: (*Note:De-rate power by 1dB for extended frequency bands) 141-watts (51.5dBm) Saturated Power 126-watts (51.0dBm) @ P1db Compression Phase Combined Power: N/A Includes: 1 each Solid State Power Amplifier 1 ea. O&M Manuals and Standard Test Data 1 ea. Set of Gaskets Dispatch / Delivery: App. 30-45 days after acceptance of order	5	\$ 18,600.00	\$ 93,000.00
2	HPAC2200ACPXXXX	200W C-Band Standard Frequency Compact Outdoor SSPA Sub-Band: 5.850-6.425 GHz External Reference ZBUC (FSK) Includes: Stand-alone Compact Outdoor Output Power: (*Note:De-rate power by 1dB for extended frequency bands) 200-watts (53.0dBm) Saturated Power 170-watts (52.3dBm) @ P1db Compression Phase Combined Power: N/A Includes: 1 each Solid State Power Amplifier 1 ea. O&M Manuals and Standard Test Data 1 ea. Set of Gaskets Dispatch / Delivery: App. 30-45 days after acceptance of order	5	\$ 23,350.00	\$ 116,750.00

* Product specifications are subject to change without notice		
1	Forward All Purchase Orders to the Factory Address:	Teledyne Paradise Datacom LLC 328 Innovation Blvd. State College, PA 16803 USA Tel: +1-814-238-3450 Fax: +1-814-238-3829 Email: sales@paradisedata.com
		Please see the Quotation Summary page for the Quotation Total Price.
2	Please reference quote number on all purchase orders, correspondence, and email messages.	
3	Changes in quantities or configuration may impact pricing.	
4	Per Teledyne Paradise Datacom standard Terms and Conditions of Sale.	



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To: NEIL THOMAS
neil@satcominternational.com
 SATCOM INTERNATIONAL, INC.
 265 S. FEDERAL HWY
 SUITE 124
 DEERFIELD BEACH FL 33441 USA

From: Mandy Slegle
 Email: mslegle@teledyne.com
 Other Contact: Bruce Baldwin
 Email: bbaldwin@teledyne.com
 Office Phone: +1 (770) 614-4530
 Office Fax: +1 (770) 614-4862

Dispatch / Delivery:
 Please see line item description for lead times.
 * Delivery terms are Ex Works per Incoterms 2000 unless specified

Payment Terms:
 PREPAY

Pricing:
 US Dollars

	Product Type	Totals (US\$)
	SSPA	\$ 209,750.00
	LNA	\$ 0.00
	MODEM	\$ 0.00
	LNB	\$ 0.00
	VSAT	\$ 0.00
	CUSTOM	\$ 0.00

* Product specifications are subject to change without notice

1 Forward All Purchase Orders to the Factory Address:
Teledyne Paradise Datacom LLC
 328 Innovation Blvd.
 State College, PA 16803 USA
 Tel: +1-814-238-3450 Fax: +1-814-238-3829
 Email: sales@paradisedata.com

Subtotal	\$ 209,750.00
Shipping, Handling, & Insurance	\$ 0.00
Miscellaneous	\$ 0.00
Quotation TOTAL	\$ 209,750.00

- 2 Please reference quote number on all purchase orders,
- 3 Changes in quantities or configuration may impact pricing.
- 4 Per Teledyne Paradise Datacom standard Terms and Conditions of Sale.

Notes:

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

"Seller" means Teledyne Paradise Datacom, a business unit of Teledyne Technologies. "Buyer" means the legal entity purchasing Goods from Seller. "Goods" means the products offered by Seller and/or purchased by Buyer. "Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. "Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. ACCEPTANCE

The terms and conditions included in this "Terms and Conditions of Sale" document (hereinafter, this "Agreement") apply to all Offers made by Seller to Buyer and all Buyer's Orders accepted by Seller. Acceptance of Buyer's Orders, and any changes or amendments thereto, is expressly conditioned upon Buyer's assent to these terms and conditions. Unless specifically agreed to in writing by a duly authorized representative of Seller, Seller objects to, and is not bound by, any terms or conditions that differ from or add to the terms and conditions specified herein. Seller's failure to object to any terms and conditions or any other provisions contained in any communication from Buyer, including, but not limited to, Buyer's Orders, does not waive any of the terms and conditions specified herein. Seller's acceptance of any resulting Order or Buyer's receipt of Goods, whichever occurs first, will conclusively evidence Buyer's unconditional acceptance of these terms and conditions.

3. PRICES

Unless stated otherwise in writing by Seller, all prices are stated in U.S. Dollars and the prices offered are valid for a period of thirty (30) days from the date of Seller's Offer. The prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller's Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment. Unless stated otherwise, all prices for domestic deliveries are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code (UCC), and all prices for international deliveries are Ex-Works, as defined by INCOTERMS 2010.

4. CREDIT APPROVAL AND PAYMENT

Standard payment terms for domestic Orders are net thirty (30) days from date of Seller's invoice, subject to credit approval of Buyer by Seller. Payment terms for international orders may be cash in advance by wire transfer or an irrevocable letter of credit confirmed with Seller's bank. Credit terms, shipments, and performance of work are at all times subject to the approval of Seller's Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly.

If, prior to shipment of Buyer's Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer's financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer's prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller in U.S. Dollars at a rate that is equal to the lesser of (i) one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted under applicable law. Interest accrues on the balance of unpaid amounts as of the date on which portions of those amounts become due until the date payment is received by Seller. Buyer will also be liable to Seller for any expenses incidental to collection of past due amounts, including reasonable attorney's fees and court costs. In the event of Buyer's bankruptcy or insolvency, Seller is entitled to terminate any Order then outstanding and to receive reimbursement for termination costs and expenses as provided under Article 13, Termination for Default.

5. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless the Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

6. SHIPPING TERMS AND RISK OF LOSS

All domestic shipments by Seller are F.O.B. Seller's place of shipment, as defined in the Uniform Commercial Code. All international shipments by Seller are Ex-Works, as defined by INCOTERMS 2010. Risk of loss for Goods will transfer to Buyer upon Seller

presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. TOOLING

Unless otherwise provided by special written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of the Seller.

8. PACKING AND PACKAGING

Seller's prices for Goods include Seller's standard commercial packing and packaging. Any non-standard or special packing or packaging requirements requested by Buyer will be provided by Seller at additional cost to Buyer.

9. INSPECTION AND TESTS

All Goods manufactured by Seller are subject to Seller's standard inspection processes and, if applicable, acceptance testing at Seller's facility. Any additional requirements, including, without limitation, Buyer's source inspection or additional testing, are at Buyer's sole expense. If Seller and Buyer agree that Buyer is to inspect or provide for inspection at the place of manufacture, such inspection may not interfere unreasonably with Seller's operations and the Buyer's approval or rejection of Goods based on such source inspection and/or testing must be made prior to shipment of the Goods.

10. EXPORT COMPLIANCE: FOREIGN CORRUPT PRACTICES ACT

For any resale, export, or re-export of the Goods, Buyer must comply with all applicable export regulations, export licensing requirements, and the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd1 through 78dd3, as amended.

11. DELIVERY SCHEDULES AND FORCE MAJEURE

Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and material if applicable.

Seller is not liable for any damages, re-procurement costs, or penalties related to late deliveries. Without limiting the generality of the foregoing, Seller is not liable for delays due to force majeure, including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller. In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Buyer will each have the option of terminating the affected Order(s) under Article 12, Termination for Convenience. If Seller's production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Goods scheduled for delivery to Buyer, Seller may allocate deliveries of available Goods among its various customers then under order for similar Goods. The allocation will be made in a commercially fair and reasonable manner. When such allocation has been made, Buyer will be notified of the estimated quota made available.

12. TERMINATION FOR CONVENIENCE

Buyer may request in writing to terminate Buyer's Order for convenience in whole or in part and Seller agrees to cooperate with Buyer in attempting to make such arrangements conditioned on Buyer paying Seller for all deliveries made and for all work in process, including all applicable direct and indirect costs, settlements with suppliers, and related administrative, accounting, and legal costs, plus a normal profit. To the extent possible, Seller will use reasonable commercial efforts to divert materials and work in process from Buyer's Order to other customers' orders in order to minimize Buyer's termination costs.

13. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. In the event that a Party (the "Defaulting Party") is in breach of a material provision of this Agreement or the Order, the other Party (the "Non-Defaulting Party") will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

14. CHANGES ORDERS AND AMENDMENTS

All change order requests must be submitted by the Buyer to the Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments.

15. LIMITED WARRANTY

Refer to Teledyne Paradise Datacom Warranty document for specific details of coverage by product.

In the event that Buyer identifies any defects in material or workmanship, Buyer will promptly notify Seller of the defective Goods and the specific nature of the defect in accordance with Article 16, Return Authorizations.

Seller, at its sole discretion, will either repair or replace any such Goods found by Seller to be defective. Seller's warranty does not apply to any Goods that have been subjected to improper installation, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THESE EXPRESS WARRANTIES, INCLUDING REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS INTENDED OR GIVEN. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

16. RETURN AUTHORIZATIONS

Buyer will promptly notify Seller of any nonconformance(s) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned without Seller's prior authorization, as evidenced by a return authorization. Once a return authorization number is obtained, Buyer will return defective Goods transportation and insurance prepaid in accordance with instructions issued by Seller. Failure to follow Seller's return procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a shipment. The return authorization number must appear on the shipping label along with all paperwork associated with the return. Seller has the right to reject Goods returned without the correct return authorization number clearly marked on the outside of the shipping container. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee. If Seller determines that the Goods are not covered by warranty (see Article 15, Limited Warranty), an Order for Seller's usual charges must be received before repair or replacement. Seller reserves the right to dispose of Goods if the Buyer does not promptly pay the evaluation fee and/or related charges.

17. INDEMNIFICATION

Each Party (the "Indemnifying Party") will hold harmless and indemnify the other Party (the "Indemnitee") against all claims, judgments, costs, and fees, including attorney fees, relating to infringement of U.S. patents, designs, copyrights, or trademarks to the extent that the infringing Goods are manufactured, sold, or used in whole or in part to the Indemnifying Party's specifications, designs, drawings, or other technical data.

To the extent that one Party's employees or agents enter on the property owned or controlled by the other Party, the first Party will indemnify and hold harmless the other Party, its officers, directors, and employees for any property damage or bodily injury or death caused by the first Party's employees or agents.

In all cases, Buyer will hold harmless and indemnify Seller against all claims, judgments, costs and fees, including attorney fees relating to actions initiated and claims made by third parties for property damage and personal injuries, including death, when any product made pursuant to this Agreement is manufactured in whole or in part to Buyer's designs. Provided, however, indemnification and hold harmless does not apply where the product defect is caused solely by a manufacturing process, assembly operation, or the negligence of Seller.

18. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES IS EITHER PARTY LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, MULTIPLE, ADMINISTRATIVE, OR PUNITIVE DAMAGES, OR ANY DAMAGE OF AN INDIRECT OR CONSEQUENTIAL NATURE ARISING OUT OF OR RELATED TO ITS PERFORMANCE UNDER THIS AGREEMENT, WHETHER BASED UPON BREACH OF THIS AGREEMENT, WARRANTY, OR NEGLIGENCE AND WHETHER GROUNDED IN TORT, CONTRACT, CIVIL LAW, OR OTHER THEORIES OF LIABILITY, INCLUDING

STRICT LIABILITY, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S TOTAL LIABILITY INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR INDEMNITY, DEFENSE, AND HOLD HARMLESS OBLIGATIONS IS LIMITED TO NO MORE THAN THE AMOUNT PAID TO SELLER UNDER BUYER'S ORDER AND BUYER AGREES TO INDEMNIFY SELLER FOR ANY EXCESS AMOUNTS. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

19. ARBITRATION AND LAW

Disputes that arise under this Agreement or Buyer's Order that cannot be settled amicably by the Parties will be settled by arbitration in Santa Clara County, California, United States of America under the prevailing rules of the commercial conciliation and arbitration rules of the American Arbitration Association. Judgment upon the arbitration award or decision may be entered in any court of competent jurisdiction. Arbitration awards and decisions are subject to Article 18, Limitation of Liability.

The laws of the State of California, excluding its conflicts of laws provisions and excluding the United Nations Convention on the International Sale of Goods ("CISG"), govern the interpretation and enforcement of this Agreement and Buyer's Order.

20. ASSIGNMENT

Neither Party shall assign, delegate or transfer this Agreement or resulting Order(s), in whole or in part, without the prior written consent of the other Party. Said consent shall not be unreasonably delayed or withheld. The requirement for consent shall not apply to assignments or transfers made in connection with merger, consolidation or acquisition.

21. ETHICS AND VALUES

Seller is committed to uncompromising ethical standards, strict adherence to law, and customer satisfaction. Buyer is encouraged to communicate any concerns or questions regarding the ethics and value to the Teledyne Corporate Ethics Help Line, "Take the Right Action", at 1-877-666-6968.

22. UNENFORCEABLE PROVISIONS

In the event that one or more provisions of this Agreement document is held to be unenforceable, the remaining provisions apply in full and the invalid or unenforceable provision will be replaced by a provision that lawfully enforces the Parties' intention underlying the invalid or unenforceable provision.

23. SURVIVAL

The following Articles will survive the termination or expiration of this Agreement or any Order: 1: Definitions; 4: Credit Approval and Payment; 5: Taxes; 6: Shipping Terms and Risk of Loss; 7: Tooling; 9: Inspection and Tests; 10: Export Compliance; Foreign Corrupt Practices Act; 11: Delivery Schedules and Force Majeure; 12: Termination for Convenience; 13: Termination for Default; 15: Limited Warranty; 17: Indemnification; 18: Limitation of Liability; 19: Arbitration and Law; 20: Assignment; 22: Unenforceable Provisions; and 23: Survival.

24. WHOLE AGREEMENT: AMENDMENT

This document is the entire understanding between the Parties, and it supersedes all previous or additional agreements, arrangements, and drafts. This document may be amended or modified only by written agreement of duly authorized representatives of both Parties.

- End of Document -



TELEDYNE
PARADISE DATACOM, LLC
 A Teledyne Technologies Company

LETTER OF CREDIT

Quotation Date: 30-Jun-2011
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To: NEIL THOMAS
neil@satcominternational.com
 SATCOM INTERNATIONAL, INC.
 265 S. FEDERAL HWY
 SUITE 124
 DEERFIELD BEACH FL 33441 USA

From: Mandy Slegle
 Email: mslegle@teledyne.com
 Other Contact: Bruce Baldwin
 Email: bbaldwin@teledyne.com
 Office Phone: +1 (770) 614-4530
 Office Fax: +1 (770) 614-4862

Your Letter of Credit is to be opened with the headquarters office of a major bank. Please request that your bank opens and issues this credit in accordance with the following terms and subject to the Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce Publication 500 (revision currently in force). Letters of Credit that do not comply with these instructions will need to be amended at the expense of the applicant. Teledyne Paradise Datacom LLC will not accept payment by Letter of Credit for orders totaling less than US\$10,000. If you or your bank is not able to comply with these terms and conditions, please consult with our offices prior to the issuance of the Letter of Credit to avoid amendment costs, delays or non-shipment.

Prior to the issuance of the Letter of Credit, please forward a copy of the application to our office for review at which time we either sign off that it is in accordance with our terms or we will request any changes to be made at that time which will prevent the need for any amendments later.

1. The Letter of Credit shall be a documentary IRREVOCABLE Letter of Credit.
2. The Letter of Credit shall be "advised and be freely negotiable with any USA bank."
3. The Letter of Credit shall be "unconfirmed" however we reserve the right to request a "confirmation" if we so desire. All original documents must go the bank and the transport document must be consigned to the issuing bank – notify applicant.
4. The Letter of Credit shall show as the beneficiary **Teledyne Paradise Datacom LLC, 328 Innovation Boulevard, Suite 100, State College, Pennsylvania 16803, USA. Telephone +1-814-238-3450, Fax +1-814-238-3829.**
5. The Letter of Credit shall be payable in US dollars, in the amount not to exceed \$TOTAL ORDER VALUE.
6. The Letter of Credit shall be payable at sight upon presentation of documents
7. The Letter of Credit shall not be transferable.
8. The Letter of Credit shall show that all banking charges incurred inside applicant's country are for the account of the applicant and bank charges incurred in the United States are for the account of the beneficiary. This would include amendments to the Letter of Credit.
9. Partial shipments should be allowed.
10. Trans-shipments should be allowed.
11. The documents available for presentation include:
 - a. Invoice totaled EXW or CIF or C&F (depending how quoted)
 - b. Packing List
 - c. Airway bill (House AWB acceptable for CIF and C&F) or Bill of Lading
 - d. Certificate of Origin
 - e. Under CIF or C&F Insurance Certificate or Insurance Policy
 Any additional documentation requirements will be at the expense of the applicant
 * Note: Description of Goods should be as brief as possible and contain NO HarmonizedSystem (HS) codes
12. All Letters of Credit shall allow at least 21 days after shipment of goods for presentation of documents to the counters of any freely negotiable USA bank.
13. All Letters of Credit shall be valid for at least 120 days from date of opening and expire in the USA.
14. Latest ship date (on board date of vessel/aircraft) shall be a minimum of 90 days from the issuing date of the Letter of Credit.
15. Port of Loading shall be any US Port or US Airport with transportation document consigned to the issuing bank – notify applicant.
16. Insurance is to be covered by the applicant unless otherwise quoted and agreed upon in writing, prior to issuance of the Letter of Credit.
17. Shipping terms on the Letter of Credit should be the same as those on the quotation. If quoted EXW State College, Pennsylvania; then the Letter of Credit shall state the same. If quoted shipping costs from Teledyne Paradise Datacom to the destination airport, including insurance, then shipping terms shall state CIF, etc. House AWB is acceptable for a CIF shipment.
18. No penalty clauses are allowed without prior written approval from Teledyne Paradise Datacom LLC.
19. Any deviation from these terms shall be cleared and accepted in writing by Teledyne Paradise Datacom LLC prior to opening the Letter of Credit. Failure to clear such deviations could result in delays in shipments and additional costs for amendments to the Letter of Credit.
20. All letters of Credit shall specifically state that they are subject to the Uniform Customs and Practice for Documentary Credits, (revision currently in force), International Chamber of Commerce Publication No. 500.
21. Letters of Credit will be automatically rejected with ANY of the following requirements:
 - a. Any 3rd party document (except Chamber of Commerce, Forwarder, or Consulate).
 - b. Any customer (applicant) generated document.
 - c. Airway Bill or Bill of Lading to be consigned to any party other than the issuing bank.
 - d. Extended payment terms without prior approval from Teledyne Paradise Datacom LLC
 - e. Orders for a total amount less than US\$ 10,000.00.
 - f. Contain Harmonized System (HS) Codes

To ensure compliance please fax a copy of your application to us for checking, prior to lodging with your Bank.