

GENERAL TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE OF CONTRACT.** The obligation of Seller to Buyer is expressly subject to, and Seller's acceptance of any purchase order is expressly conditional upon, the Buyer's assent to these General Terms and Conditions. Neither the performance of services by Seller nor its commencement of work shall obligate Seller to any transaction in the absence of Seller's written acceptance of the applicable purchase order (the "Purchase Order"). Once accepted by Seller, the Purchase Order shall be binding on Buyer and Buyer may not rescind, cancel, withdraw or terminate the Purchase Order for any reason whatsoever, unless otherwise agreed in writing by Seller. The accepted purchase order, together with any appendices thereto, and these General Terms and Conditions constitute the entire agreement between the parties (collectively, the "Contract"); provided however, that no terms and conditions (other than Seller's) contained or referenced in Buyer's purchase order, or elsewhere, shall be of any effect. No additions hereto, subtractions herefrom or other modifications shall be binding upon Seller without Seller's explicit prior written consent thereto. The goods and equipment subject to the Purchase Order shall herein be collectively referred to as the "Goods".
2. **PURCHASE PRICE.** The Purchase Price is payable in U.S. dollars. Buyer shall pay all freight and insurance, sales and other taxes levied upon the sale of the Goods. Payment shall be made in accordance with the terms set forth in the Purchase Order. Seller shall retain the right of stoppage in transit of Goods, and shall have a purchase money security interest in the Goods, which Seller may perfect by the filing of financing statements, Buyer hereby designating Seller as its attorney-in-fact to execute such financing statements on Buyer's behalf. In the event that Buyer defaults in its obligations hereunder, Buyer shall pay Seller a late charge equal to the highest legal interest rate allowed by law, from time to time, calculated on the outstanding balance of the Purchase Price from the date of such default, and Seller may, in addition to suspending the Warranty provided in Section 6 hereunder and pursuing any remedies it may have, repossess the Goods without notice and/or retain Goods in its possession which have not been shipped or which have been returned for warranty service. If Seller retains professional services, including attorneys, accountants, experts, or collections agents, to assist in the collection of the Purchase Price or in the enforcement or preservation of its security interest in the Goods, Buyer shall be liable to Seller for the reasonable fees of such persons for all disbursements and costs incurred by them or by Seller in pursuing such tasks. Title passes to Buyer upon the date that the Goods shall have been paid in full by Buyer. The obligation of Buyer to pay in full for the Goods is absolute and unconditional and the rights of Seller shall not be subject to any defense, set-off, counterclaim or recoupment which Buyer may have against Seller, or by reason of any indebtedness or liability at any time owing by Seller to Buyer.
3. **DELIVERY.** Unless otherwise agreed to in writing by the Seller, delivery shall be made Ex Works at Seller's designated location. If Seller does not receive adequate written shipping instructions from Buyer at a reasonable time before delivery is to occur, Seller may, at Buyer's expense, arrange for shipping of the Goods, whereupon Seller shall inform Buyer of the shipping arrangements so made. In the event that a delay in delivery is requested by Buyer, Seller will store the Goods for Buyer free of charge up to thirty (30) days; thereafter storage shall be at the expense of Buyer. It shall be a condition precedent to Seller's obligation to deliver the Goods that Buyer pay so much of the Purchase Price as shall then be due to accordance with Section 2 hereof. All delivery terms used in this document and all deliveries are to be made and interpreted in accordance with INCOTERMS 2010, Publication No. 715, as issued by the International Chamber of Commerce in Paris, prior to the date hereof.
4. **RISK OF LOSS.** All risk of loss with respect to the Goods shall pass to the Buyer upon delivery to Seller in accordance with Section 3 hereof.
5. **INSPECTIONS.** Seller shall perform all of its customary inspections of the Goods prior to delivery in accordance with its standard procedure and in accordance with any manner mutually agreed by the parties as may be specified in the Purchase Order. Buyer shall have the right to witness the said inspections and Seller shall give Buyer prior notice of each inspection.
6. **WARRANTY.** Seller warrants the Goods against defects in title and against defects in materials and workmanship, under normal use and proper maintenance, during the "Warranty Period" as defined on the Purchase Order (the "Warranty"). In the event of a defect, Seller's sole obligation hereunder shall be to repair or replace, in its sole discretion, any part or parts which it deems to be defective, with all dismantling and reassembly at Buyer's location to be at Buyer's expense. All reasonable packaging and transportation costs in respect of any such replacement parts shall be borne by Seller. Any part replaced by Seller during the warranty period shall be warranted for a period of one (1) year from the date of replacement, subject to normal use and proper maintenance. The following events shall render this warranty null and void: (a) any alteration or modification of the Goods by any person other than Seller, without the prior written consent of Seller; (b) the installation of the Goods in an improper manner, unless so done under the supervision of an employee or agent of Seller; or (c) the use or installation of the Goods in combination with equipment not approved by Seller, or (d). Unless specifically agreed by Seller in writing, Seller further reserves the right not to cover parts to the full extent of this Warranty where the Goods are used in applications involving abnormal conditions. This Warranty shall not apply in the case of neglect, abuse or damage caused by user, sabotage, vandalism, acts of terrorists, improper storage, improper installation, maintenance or servicing of the Goods by anyone other than Seller or Seller's authorized representative, or failure to operate and maintain according to Seller's instructions furnished with the Goods. The Warranty also does not apply to components damaged by power surges, water damage, lightning, wind damage or other "acts of nature," excessive application of power, nor the use of high pressure washes, exposure to concentrated detergents or other chemical agents or solvents, improper handling by third party shippers, disabling fans or other factory installed cooling systems, installed non-factory replacement parts, and removed warning labels and/or protection devices. This Warranty does not apply to product units that have been stolen. This Warranty extends only to the original end-user purchaser of the warranted products, and is not transferable without the written authorization of Seller, which may or may not be given in Seller's sole discretion.

SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OTHER THAN THAT SET FORTH IN THE ABOVE PARAGRAPH, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING FROM A DEFECT IN THE GOODS OR NONCONFORMITY IN THE SELLER'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER OR FROM THE FAILURE OF THE GOODS. IN NO EVENT SHALL BUYER RECOVER DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE GOODS. IT SHALL BE A CONDITION OF SUCH RECOVERY THAT BUYER RETURN THE GOODS TO SELLER AT BUYER'S SOLE COST. BUYER WAIVES ANY AND ALL RIGHT TO DAMAGES IN THE EVENT THAT BUYER ELECTS TO REJECT THE GOODS OR REVOKE ACCEPTANCE THEREOF.

7. **NONCONFORMITIES TO CONTRACT.** Buyer's inspection rights under the Uniform Commercial Code or otherwise shall not exceed thirty (30) days from delivery. In the event of any nonconformities to the contract, Buyer shall immediately deliver written notice of such nonconformities to Seller. Seller shall have a reasonable time thereafter to cure such nonconformities, such cure to begin not later than ninety (90) days after the receipt by Seller of Buyer's written notice of nonconformities.
8. **WAIVER.** The failure of Buyer or Seller to exercise any of their rights under this contract, except for rights specifically limited as to the dates or times of exercise, shall not be construed as a waiver of such rights, nor shall such party be subsequently prevented or barred from asserting or exercising such rights. The rights and remedies under the Contract are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.
9. **CONFIDENTIAL INFORMATION.** Seller and Buyer shall take appropriate measures to keep secret and confidential all information communicated to each by the other in connection with this transaction. If Seller deems it necessary to transmit all or part of said information to a third party to which it has awarded a subcontract in connection with this Contract, Seller shall notify said third party of the confidential nature of the information so transmitted. There shall be excluded from the above limitations that part of the information which the recipient proves (a) it possessed in its own right before the other party disclosed it, (b) is in the public domain through no act or omission of the recipient, or (c) it received from another party who did not receive it from the disclosing party or from a person who was under an obligation not to disclose the same.
10. **GENERAL INDEMNITY; LIABILITY AND LIMITATIONS.** Seller shall hold harmless and indemnify Buyer from any loss or liability for injury or death to third parties, or third party property damage, which arises solely out of, and is directly caused by, the negligent acts of Seller, its officers, agents or employees. Buyer shall hold harmless and indemnify Seller from any loss or liability for injury or death to third parties, or third party property damage, which arises solely out of, and is directly caused by, the negligent acts of Buyer, its officers, agents or employees. Buyer shall also hold harmless and indemnify Seller from any loss or liability with respect to Buyer's breach of its obligations under the Contract.

Seller shall in no event be liable for any consequential, incidental, punitive or special damages in any action or claim brought pursuant to or in connection with this Contract. Any action by Buyer arising hereunder or relating hereto must be commenced within one (1) year after Buyer has, or should have had, knowledge of the cause of action, and in no event shall an action be brought after two (2) years from the date of the events giving rise to the cause of action.
11. **ASSIGNMENT.** Buyer shall not assign the Contract without the written consent of the Seller, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, no assignment shall relieve Buyer of any of its obligations hereunder or thereunder. Seller may assign or pledge the Contract without the consent of Buyer.
12. **AMENDMENT OF CONTRACT.** No amendment, modification or other change to the Contract shall be binding upon the parties unless it is in writing and executed by both Buyer and Seller.
13. **GOVERNING LAW.** All matters relating to this Contract shall be governed by the laws of the State of New York without reference to its conflicts of law provisions. All disputes arising hereunder or in connection with the Goods shall be subject to the exclusive jurisdiction of the courts of the State of New York, to which the parties hereby submit themselves.
14. **FORCE MAJEURE.** The obligations of the parties hereunder (other than any payment obligation) shall be suspended upon the occurrence of an event of force majeure, i.e. any event beyond the control of a party hereto which interferes with the performance of the contract by that party, including but not limited to war (whether declared or not), invasion by foreign armies, rebellion, revolution, insurrection, military or usurped power, civil war, riot, fire, flood, hurricane, tornado, the promulgation of government orders or regulations, the inability to obtain an export license, strike, industrial action, lockout, plague, pestilence, or any other act of nature or god, or the unavailability of labor or materials due to an event of force majeure. Upon the cessation of the event of force majeure, the obligations here under shall be reinstated, except that all time references in this Contract shall be extended by a number of days equal to the number of days constituting the duration of the said event. If, however, the event of force majeure shall continue for six (6) months without abatement, either party shall have the right to give written notice to the other of the termination of the Contract, and thereafter the parties shall equitably apportion the costs incurred to date.
15. **DISCLOSURE OF RELEVANT LOCAL LAWS.** In the event that the Goods are required by the laws of the state to which it is being shipped to comply with certain standards, Buyer agrees to give prior written disclosure to Seller all relevant laws, regulations, ordinances and orders of the said state and of any relevant political subdivision thereof. Seller shall not be liable for any noncompliance of the Goods with any such law, regulation, ordinance or order, if the same has not been disclosed in a timely manner to it. Seller shall have no independent obligation to determine which such laws, regulations, ordinances and orders may apply to the Goods.
16. **SEVERABILITY.** In the event that any provision of this Contract is held to be invalid for any reason, said provision shall be severed from this Contract, and the remainder thereof shall be deemed to constitute the full agreement of the parties, and shall remain in full force and effect.
17. **OWNERSHIP OF TECHNOLOGY.** Seller shall have the sole rights of ownership in all technology utilized in the manufacture of the Goods. Buyer shall indemnify, defend and hold Seller harmless against any loss of rights incurred by Seller as a result of any act of omission of Buyer which has or may compromise Seller's rights to such technology.