

1. ACCEPTANCE

Unless otherwise stated, all quotations are made for immediate acceptance. All quotations and proposals covering Seller's products are made and all contract or purchase orders for said products are accepted under the strict limitation that the terms and conditions set forth herein shall be applicable thereto. Any provisions on Buyer's purchase order or the other documents issued by Buyer which are at variance with or in addition to these terms and conditions are rejected hereby.

2. PRICES

Prices are net and not subject to trade or other discounts except those which may be authorized on the face of Seller's invoice, and do not include any federal, state, county, local or other taxes, however designated, or costs of special packaging and insurance. Said charges, when applicable, shall be paid by Buyer. However Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

3. PAYMENTS

Payment for products and all other charges shall be made in full within thirty (30) days of the date of invoice, unless otherwise specified. If, in the judgement of Seller, the financial condition of the Buyer at any time does not justify shipment on the terms of payment originally specified, Seller may require full or partial payment in advance or may ship C.O.D. In the event of the bankruptcy or insolvency of the Buyer, whether or not under the Federal bankruptcy laws, the Seller may, at its option, refuse delivery except for cash (including payments for all goods thereto delivered), stop delivery of goods in transit, reclaim the goods upon demand, or cancel or resell any order then outstanding and be entitled to reimbursement for all cancellation or resale charges.

4. FAIR LABOR STANDARDS ACT

Seller certifies that products furnished hereunder have been or will be produced in compliance with applicable requirements of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued thereunder.

5. WARRANTY

Seller warrants that on the date of shipment to Buyer the goods will be of the kind and quality described herein, merchantable, and free of defects in workmanship and material. If, within one year from date of shipment by Seller, any item of the goods, Buyer discovers that such item was not as warranted above and promptly notifies the company in writing thereof, Seller shall remedy such defect by, at Seller's

option, adjustment, repair or replacement of the item and any affected part of the goods. Buyer shall assume all responsibility and expense for removal, reinstallation and freight in connection with the foregoing remedy. The same obligations and conditions shall extend to replacement items furnished by Seller hereunder. Seller shall have the right of disposal of items replaced by it. Buyer shall grant Seller access to the goods at all reasonable times in order for Seller to determine any defect in the goods. In the event that adjustment, repair or replacement does not remedy the defect, the Seller and Buyer shall negotiate in good faith an equitable adjustment in the contract price.

The Seller's responsibility does not extend to any item of the goods which has not been manufactured and sold by Seller such items shall be covered only by the expressed warranty, if any, of the manufacturer thereof. The Seller and its suppliers shall also have no responsibility if the goods have been improperly stored, handled or installed, if the goods have been not been operated or maintained according to their ratings or according to instructions in Seller or supplier furnished manuals, or if unauthorized repairs or modifications have been made to the goods.

This warranty is expressly in lieu of all other warranties (except title), including but not limited to implied warranties of merchantability and fitness and constitutes the only warranty of Seller, with respect to the goods.

The foregoing states Buyer's exclusive remedy against Seller and its suppliers for any defect in the goods or for failure of such remedy to achieve its essential purpose, tort (including negligence), strict liability, indemnity or any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause.

6. RETURNS

Due to the custom nature of Seller's products and assemblies Seller will not accept returns. In some cases, and only those cases where return terms have been negotiated prior to acceptance of Buyer's purchase order, returns will be accepted with a 25% restocking fee.

7. DELAYS AND SCHEDULES

If Seller's performance is delayed or prevented by Buyer or other events outside the Seller's reasonable control (such as acts of God, casualty, labor disturbance, strikes, riots, civil disturbance, inability to obtain supplies or transportation, explosion, flood, fire, power failure, embargos, boycotts, governmental or military action, war, terrorism, delays in the delivery of essential operating materials or semi-finished

products or any order modification by Buyer) the Buyer may cancel the Agreement without penalty to Seller. Should the fulfillment for Seller's obligations become impossible due to a force majeure event, Seller may terminate the Agreement giving four (4) weeks notice to Buyer, without liability to Seller.

8. DUTIES OF THE BUYER

Where applicable, the Buyer shall make available the relevant systems specified in its service request to Seller by the agreed dates for the duration of the work. In the event that the systems are not provided for service work in due time, Seller may invoice the Buyer for any costs incurred as a result (e.g. for waiting periods and travel expenses of the service personnel.) (a) The Buyer shall provide Seller with information on the systems or site, as applicable, and make the associated documents available to the Seller (instructions, manuals, etc.) (b) The Buyer shall be obligated to document all malfunctions, error messages, defects, damages and system changes known to it and inform Seller accordingly. (c) The Buyer shall provide Seller's service personnel with detailed information as to the Buyer's safety and site regulations applicable at the Buyer site as well as about any health risks, where applicable. If available, the Buyer shall provide its written site regulations to Seller's service personnel. If health risks are to be expected, the Buyer shall advise Seller of these in writing. (d) The Buyer shall appoint a contact in charge, who has the authority to make or procure binding decisions on behalf of the Buyer. The Buyer shall immediately inform Seller in the case of a corporate name change, conversion, discontinuation of business, change of address, change to contact in charge.

9. LIABILITY

Seller shall not be liable for any incidental, special or consequential damages of any nature whatsoever, or for any delay or loss of use (including, without limitation, lost revenues or lost profits) arising out of, resulting from, or in any way related to the sales of any products by Seller.

10. PROPRIETARY INFORMATION

Buyer agrees that any data, such as Seller's specifications, drawings, software and information (including without limitation, designs, reports, software documentation, manuals, models, process information and the like), revealed by Seller to Buyer and containing proprietary information marked or identified as proprietary, shall be kept in confidence by Buyer with at least the same care and safeguards as are applied to Buyer's own proprietary information. Such data shall not be duplicated, disclosed to others, or used without the written permission of Seller. These obligations shall not apply to any information which is in or comes into the public domain

without violation of this agreement, or is received lawfully by Buyer from a third party subsequent to this agreement; or is developed by Buyer independently and without benefit or information from Seller.

The restrictions and obligations relating to Seller's proprietary information shall expire seven (7) years after the execution of the contract incorporating these terms and conditions, unless otherwise agreed to in writing.

11. PACKAGING AND SHIPMENT

Shipping charges will be paid by Buyer. In the absence of specific instructions, Seller will select the carrier. When applicable, Buyer shall obtain ocean freight space and marine insurance.

12. DELIVERY AND RISK OF LOSS

Unless otherwise provided for in advance, all shipments will be made F.O.B. Seller's Factory, and upon Seller's delivery of a shipment to the carrier, Buyer shall assume the risk of any loss or damage to the shipment thereafter. However, all C.O.D. shipment will be made F.O.B. destination, and title and risk of loss shall remain in Seller until delivery to Buyer.

13. GOVERNING LAW

The terms and conditions stated herein shall be governed by and construed in accordance with the laws of the State of Illinois.

14. COMPLETE AGREEMENT

The contract incorporating the terms and conditions set forth herein is a complete, final and exclusive statement of the agreement between Buyer and Seller. Any prior or contemporaneous agreements, understanding and representation, whether oral or written, are merged therein. The terms and conditions stated herein shall not be varied, supplemented, qualified, or interpreted by any prior course of dealings between the parties or by custom or usage of trade. No modifications or additions to said contract shall be binding upon Seller unless in writing and signed by an authorized representative of Seller.

15. WAIVER

Seller's election not to enforce any provisions hereof shall not be deemed a waiver of any such provision and Seller reserves the right to enforce said provisions thereafter. Waiver by Seller of a breach of any of these terms and conditions shall not be construed as a waiver of any other breach.