All sales by American Changer Corp. ("<u>Seller</u>") are expressly made conditional on Buyer's assent to the terms and conditions set forth herein. In the event that any of the terms or conditions of any purchase order, order confirmation, or other communication of the buyer hereunder ("<u>Buyer</u>") conflict with any of the terms and conditions set forth herein, these terms and conditions shall govern, and Seller hereby gives notice of its objection to any additional or different terms or conditions in any such purchase order, order confirmation or communication.

In placing an order for systems and other goods offered by Seller that enable consumers to purchase credits for games, rides and other purposes using cash and credit and debit cards (or other forms of payment supported by such systems) to be loaded on RFID cards or into accounts created by consumers in Seller's mobile application (a "Payment System"), Buyer is agreeing to these terms and conditions, the Payment System License Agreement accessible at www.americanchanger.com (the "License Agreement"), and the Payment System Privacy Policy accessible at www.americanchanger.com (the "Privacy Policy").

1. ACCEPTANCE OF ORDERS – Upon placement of an order by Buyer, whether for non-customized goods or customized goods manufactured by Seller, Seller may issue an order confirmation and, upon Seller's doing so, such order shall be deemed final and irrevocable, except only as provided below with respect to non-customized orders. Seller shall, in its sole discretion, determine whether any goods ordered by Buyer pursuant to this Agreement are customized or non-customized. Without limiting the generality of the immediately preceding

sentence, customized goods shall include non-customized goods that are assembled, cut, burnished, fabricated, painted, treated, welded, or otherwise manufactured according to any directives, instructions, orders, requirements, or specifications provided by Buyer or its designee ("Customized Changes"). For any order of goods hereunder that has Customized Changes, Seller may require Buyer at any time prior to shipment to purchase a quantity of certain goods designated by Seller, in its discretion, up to 20% more or less than the quantity requested by Buyer, and Buyer will be required to do so, even if the quantity requested by Buyer was previously accepted by Seller in writing or otherwise.

If Buyer desires to return any noncustomized goods previously purchased by Buyer, or cancel an order for noncustomized goods that was previously accepted (but not fulfilled) by Seller, Buyer must notify Seller in writing and may return such goods or cancel such order only upon receiving the prior written consent of Seller, which consent may be withheld by Seller in its sole discretion. Any consent given by Seller for the return or cancellation of any non-customized goods pursuant to this paragraph will be subject to Buyer's (a) paying all freight, insurance and other costs to return the goods to Seller, if applicable, (b) reimbursing Seller for all costs to make such goods saleable as new, if applicable, and (c) in all cases, paying a restocking charge of 25% of the purchase price for such goods. For the sake of clarity, Seller will only accept a return of any goods already shipped to Buyer (or its designee) if they can, in the sole discretion of Seller, be resold as new.

If Seller issues a credit memorandum or other full or partial refund to Buyer in connection with the sale of goods hereunder, Buyer must use such credit memorandum or other full or partial refund within (a) 120 days from the issuance of such credit memorandum or other full or partial refund or (b) such longer period of time as required by applicable law.

No provision of these terms and conditions, and no order accepted by Seller hereunder, shall limit or restrict the right of Seller to accept an order for goods from a third party (including, without limitation, any third party that is a competitor of Buyer), and Seller may at any time and from time to time accept and fulfill any order hereunder from any third party.

2. SHIPMENTS – All shipping and delivery dates given by Seller in connection the sale of goods hereunder are only estimates. While Seller will use commercially reasonable efforts to meet shipping dates requested by Buyer, Seller shall not be liable for any direct or indirect costs or damages (including, without limitation, incidental, consequential or other similar damages) resulting from Seller's failure to meet any shipping or delivery dates or other errors in shipping or delivering goods hereunder.

For any order with indefinite delivery dates, Seller shall have the right to manufacture or procure the goods covered thereby, and hold such goods for Buyer's account pending receipt of definite shipping instructions. Except as expressly provided otherwise herein, Buyer will be charged for all material procured, and other costs and expenses incurred, by Seller in connection with such order.

If Buyer does not receive delivery of any goods purchased hereunder within 30 days

after such order is accepted by Seller, Seller reserves the right, in its discretion, to increase the purchase price for such goods from time to time until such goods are received by Buyer.

If (a) Seller ships goods to Buyer pursuant to an order hereunder, (b) Buyer for any reason does not receive such shipment, and (c) such shipment is returned to Seller (or its designee), Buyer shall, in addition to all other amounts payable by Buyer hereunder, pay (or reimburse) Seller for all costs and expenses incurred by Seller in receiving the return of such shipment, storing such shipment and resending such shipment to Buyer, but in no event shall Buyer pay (or reimburse) Seller, in the aggregate, less than 25% of all amounts payable by Buyer to Seller with respect to such order. If Buyer does not take delivery of such goods pursuant to this paragraph within 90 days after such goods are returned to Seller, Seller may sell to a third party or otherwise dispose of such goods in its discretion, and apply the proceeds thereof, if any, to any amount owing by Buyer to Seller under these terms and conditions. Buyer grants to Seller a security interest in such goods as collateral for the payment of all such amounts and authorizes Seller to perfect such security interest by filing all Uniform Commercial Code financing statements, and taking all other steps, that Seller believes to be appropriate, in its discretion.

3. PRICE – Buyer shall pay (a) the purchase price for all goods purchased hereunder as determined by Seller, (b) all other amounts payable by Buyer pursuant to these terms and conditions or identified by Seller, in its discretion, prior to shipment thereof (including, without limitation, bank transaction fees, custom design and artwork charges, charges for packaging, handling or transportation, charges for shipping, storage, and duties, tariffs, taxes and other government-imposed fees), plus (c) if Buyer acquires a Payment System, all fees and other amounts payable pursuant to the License Agreement (including, without limitation, fees for the use of a Payment System, cloud hosting, and software maintenance, support and development). In addition, upon notice by Seller to Buyer, Seller may increase any amount described in the preceding sentence if Seller determines. in its discretion, that inflation or other economic forces over which Seller has no reasonable control have reduced Seller's profit margin from the time Seller quoted or relied upon such amount. All such payments shall be calculated and payable in U.S. dollars, unless otherwise stated in writing by Seller.

4. CREDIT – Any credit extended by Seller to Buyer in connection with the purchase of goods hereunder is subject to the discretion of Seller. If Seller determines that Buyer's credit is unsatisfactory at any time for any reason, Seller reserves the right to suspend deliveries of such goods, require payment in advance, and take any other actions as Seller determines, in its sole discretion, to be advisable. Without limiting the generality of the preceding sentence, Seller may require that Buyer provide a valid credit or debit card number, the security code (or other similar number) of such credit or debit card, the expiration date of such credit or debit card and or any other information reasonably relating to the use of such credit or debit card.

5. TERMS OF PAYMENT – Unless otherwise agreed in writing by Seller, Buyer's payment terms for each Payment System shall be as follows: (a) 25% of the entire purchase price, plus all taxes, shipping and other amounts payable by Buyer, with respect to such Payment System upon Seller's receipt of Buyer's order; (b) 65% of the entire purchase price, plus all taxes, shipping and other amounts payable by Buyer, with respect to such Payment System prior to the shipment of such Payment System; and (c) the balance thereof prior to the earlier of (i) 30 days after shipment of such Payment System to Buyer or (ii) the day on which such Payment System is turned on by Buyer (or Buyer's designee). In all other cases, Buyer's payment terms shall be stated on each invoice submitted by Seller to Buyer. In the absence of such terms, invoices for goods and services (not including a Payment System) shall be due and payable net thirty (30) days from the invoice date or shipping date, whichever is earliest. Invoices are payable in U.S. dollars only, unless otherwise expressly noted on the invoice. Net due dates are based on calendar days from the invoice date. Any discounts (a) apply only (i) if set forth in a writing signed by Seller and (ii) to the net purchase price for goods, and (b) do not apply to any other invoice charges (including, without limitation, any applicable charges for packaging, handling or transportation).

If any amount is not paid when due hereunder, Seller shall have the right, in addition to any other right or remedy available to it, to charge interest on such overdue amount at a rate equal to the lesser of 20% per year or the maximum rate permitted by law. In addition, if it becomes necessary to place Buyer's account with an attorney, agency or other third party for collection, Buyer shall be responsible for all costs and expenses incurred by Seller in connection therewith (including, without limitation, court costs, attorneys' and/or collection fees, incurred by Seller).

ALL PAYMENTS, WHETHER UNDER THE STANDARD PAYMENT TERMS OR OTHERWISE, SHALL BE CONSIDERED RECEIVED BY SELLER AS FOLLOWS: (A) FOR

PAYMENTS BY CHECK, WHEN THE CHECK IS RECEIVED AT SELLER'S DESIGNATED PAYMENT LOCATION AND CLEARED BY SELLER'S FINANCIAL INSTITUTION, (B) FOR PAYMENTS BY ELECTRONIC FUNDS TRANSFER, THE BUSINESS DAY IMMEDIATELY FOLLOWING THE DAY ON WHICH THE FUNDS ARE IMMEDIATELY AVAILABLE TO SELLER.

If Buyer (a) becomes insolvent or otherwise unable to pay its debts as they become due, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver or trustee appointed for it or its property, (b) takes action to liquidate or otherwise cease doing business as a going concern, (c) undergoes a change in ownership, (d) sells or otherwise transfers a substantial portion of its assets, (e) fails to provide adequate assurance or security for credit extended as requested by Seller, or (f) takes any other action that Seller determines, in its sole discretion, adversely impacts the conditions under which credit was extended, then all amounts outstanding from Buyer hereunder shall at Seller's option become immediately due and payable.

6. TAXES – All federal, state, provincial, or other local sales, use or other taxes, duties, tariffs, import fees and other governmentimposed fees, or other assessments imposed on goods sold hereunder, or on the manufacture or delivery thereof, shall be payable by Buyer.

7. MISCELLANEOUS EXPENSES -

Unless specified in writing to the contrary by Seller, all freight, insurance, storage, and other similar charges will be paid by Buyer. Seller reserves the right to ship orders at the most economical rate or other appropriate rate as determined by Seller in its sole

discretion. If Buyer requests special packaging, handling and/or transportation, any additional costs incurred shall also be charged to Buyer on an invoice. In the event of any general freight increase or any governmental rule, regulation or other mandate that results in increased freight costs, Seller may increase its price without any advance notice to reflect such additional costs. The increased price shall apply to all goods shipped on or after the effective date of such increase, rule, regulation or other mandate. Information regarding freight charges shall be limited to Seller providing the freight vendor and shipment tracking number to the Buyer upon invoicing.

8. RISK OF LOSS; DELIVERY – All shipments of goods hereunder shall be F.O.B. Seller's place of shipment. Title to, and the risk of any damage to, or loss, or shortage of such goods, shall pass to Buyer upon delivery of such goods by Seller to the carrier. Any claims for damage or loss should be filed by Buyer with the carrier in writing immediately upon receipt or signed delivery receipt noting such loss or damage. In no event shall Seller be liable for damage or loss to a shipment caused by any carrier.

9. SERVICES – Upon request, Seller may furnish Buyer with (a) advice, recommendations and services with respect to the use of any goods purchased hereunder ("Use Advice"), and (b) to the extent set forth in a writing sent from, or signed by, Seller (including, without limitation, an invoice or order confirmation sent from Seller), Seller shall (i) provide Customized Changes, and (ii) render assembly services with respect to such goods ("Assembly Services") and, after such goods are assembled and only upon the request of Buyer, make such goods reasonably available to Buyer only for the purpose of testing such goods to confirm they are in good working condition. Buyer

acknowledges that all Use Advice and Customized Changes are (a) provided "as is" and without any representation or warranty of any kind, and (b) relied upon by Buyer at Buyer's risk. Seller assumes no liability or responsibility for any Use Advice or Customized Changes, or any results obtained from Buyer's reliance thereon. Seller represents and warrants to Buyer that all Assembly Services will be rendered by Seller (or its designee) in a reasonable professional manner.

To the extent Buyer requests that Seller come to Buyer's location, Buyer represents and warrants that Seller's employees and/or agents will be provided a safe working environment, and the Buyer will comply with all applicable federal, state, provincial, local or other laws or regulations with respect to providing a safe work place.

Nothing herein shall require Seller to provide any Use Advice, Customized Changes or Assembly Services, except that Seller shall only provide Customized Changes and Assembly Services to the extent set forth in a writing sent from, or signed by, Seller (including, without limitation, an invoice or order confirmation sent from Seller).

10. LIMITED WARRANTY AND EXCLUSIVE REMEDY – All goods sold hereunder are subject to the terms of Seller's limited warranty provided in writing with such goods or otherwise available in writing from Seller, or if there is no such warranty for such goods, the terms set forth herein. In the event of any inconsistency between any warranty provided with, and specifically relating to, such goods, and any warranty set forth herein, the former shall govern.

Seller warrants that all new goods (not including any Glory-branded dispensers, or dispensers manufactured by Glory Ltd. or any affiliate thereof ("<u>Glory Dispensers</u>") or any Customized Changes) are free from defects in material or workmanship in normal use for one year from the date of shipment by Seller to Buyer; provided, however, that such warranty will be extended for a second year only for Bill Validators (excluding model no. BA-50).

Seller warrants that any new Glory Dispensers (not including any Customized Changes) are free from defects in material or workmanship in normal use for six months from the date of shipment by Seller to Buyer. Seller makes no warranty regarding any Customized Changes or any disposable, expendable, wearable or other similar items as determined by Seller, in its discretion (including, without limitation, belts and gears).

In addition, except for any repaired, rebuilt or replacement Customized Changes, or any repaired dispensers, for which there is no warranty, Seller warrants that (a) all rebuilt goods (not including rebuilt dispensers) are free from defects in material or workmanship in normal use for six months from the date of shipment of such rebuilt goods by Seller to Buyer, (b) all repaired goods (not including repaired dispensers) are free from defects in material or workmanship in normal use for three months from the date of shipment of such repaired goods by Seller to Buyer, and (d) all replacement goods (including, without limitation, replacement dispensers) are free from defects in material or workmanship in normal use for the remainder of the warranty period then in effect for the goods being replaced. In this Section, (i) "rebuilt goods" means that, in addressing defective goods (not including dispensers), Seller deploys a previously used part that it has in inventory, and that has been repaired or otherwise restored by Seller to be merchantable, (ii) "repaired goods" means that, in addressing

defective goods, Seller repairs a part that is then being used by Buyer without using rebuilt goods, and (iii) "replacement goods" means that, in addressing defective goods, Seller replaces a part then being used by Buyer with a new part.

Seller will furnish, without charge, F.O.B. Fort Lauderdale, rebuilt, repaired or replacement goods for any defective parts qualifying for rebuilt, repaired or replacement goods under the terms of any applicable warranty. Any transportation, diagnosis calls, or similar expenses are not covered by any applicable warranty and Buyer shall remain responsible therefor.

Seller may, in its discretion, use a third party to repair dispensers at a location designated by Seller if they are covered under warranty. If Seller does so, Buyer will be charged a fee imposed by Seller (which fee is currently not less than \$350) for each time such third party travels to a location to repair dispensers covered under warranty. In addition, in repairing (or having repaired) any dispensers covered under warranty, Buyer will be responsible for paying (a) all fees for labor, (b) all freight, insurance and other similar charges and (c) all damages incurred by dispensers while being shipped to or from any such location. Buyer will not, however, have any responsibility for any replacement parts required in connection with such repairs as expressly set forth in the warranty applicable to dispensers.

If any dispensers not covered under warranty require repairs, Seller shall, in its discretion, make such repairs itself or arrange for repairs to be made by a third party at a location designated by Seller, and Buyer shall be responsible for all fees imposed by Seller and such third party in connection with such repairs (including, without limitation, fees for freight, insurance, labor, replacement parts and travel). In addition, Buyer will be responsible for all damages to dispensers incurred in shipping them to or from any such location.

No warranty (or disclaimer thereof) on goods hereunder may be modified without the written consent of an Executive Officer of Seller.

To make a claim under any applicable warranty, Buyer must call Seller's Service Department and provide the model number and serial number of the defective goods. If the goods were purchased from a reseller, Buyer must also provide the name, address and telephone number of the reseller. Seller reserves the right to request proof that the reseller purchased the goods directly from the Seller. If the goods were not purchased by the reseller directly from Seller, any warranty is null and void.

Any provision of this Agreement to the contrary notwithstanding, no warranty hereunder covers damage or other claims caused by: (a) shipping or physical abuse; (b) misapplication or misuse, including improper installation, startup, storage, or failure to comply with any instructions for use set forth in the owner's manual (or other similar writing) supplied with the goods; (c) any use, storage or operation of the goods in a manner that fails to comply with all applicable laws, rules and regulations (including, without limitation, any local labeling requirements or warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65") and its implementing regulations); (d) failure to perform necessary maintenance and cleaning in accordance with the owner's manual (or other similar writing) provided with the goods; (e) power surges, improper electrical supply and/or lightning strike; (f) operation, use or storage

of goods in weather or outdoor conditions that do not comply with the guidelines set forth in the owner's manual (or other similar writing) supplied with the goods; (g) fires, floods, or other casualty or Acts of God outside of Seller's reasonable control; (h) any Use Advice or Customized Changes; (i) any decals or similar items on, or colors of, any goods, including different colors or shades of colors of goods, purchased by, or otherwise furnished to, Buyer or third parties or depicted in any marketing materials, owner's manuals or other publications, whether electronic or hard copy; or (i) the capacity of any hoppers attached to, or included in, any goods to hold coins, tokens or other similar items. even if any marketing materials, owner's manuals or other publications, whether electronic or hard copy, state, or any other goods sold by Seller have, a volume capacity that differs from the volume capacity of any goods purchased by Buyer.

Any applicable warranty is void if: (a) repairs are performed, or replacement goods are provided, by anyone other than Seller or a qualified repair technician authorized by Seller; (b) the goods were purchased in a used condition or not in the original packaging; (c) the goods have any defects or damage due to any alterations, or damage caused by improper electrical supply, shipping and handling, fire, flood, misuse, vandalism, or any other condition or event outside of Seller's reasonable control, or the goods are used, stored or operated in a manner that fails to comply with any applicable law, rule, or regulation (including, without limitation any local labeling requirements or warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65") and its implementing regulations); (d) the failure to clean and maintain goods in accordance with the owner's manual (or other similar writing)

supplied with the goods; (e) any goods are operated, used, or stored in weather or outdoor conditions which do not comply with the guidelines set forth in the owner's manual (or other similar writing) supplied with the goods; or (f) Buyer has failed to perform any obligation pursuant to these terms and conditions or any other agreement between Buyer and Seller (including, without limitation, any such obligation to pay any amount becoming due pursuant to these terms and conditions or any other such agreement.)

Buyer is responsible for: (a) using the goods supplied by Seller in accordance with the installation, start-up, use, storage, inspection, and service requirements, and all other instructions set forth in the owner's manual (or other similar writing) supplied with the goods; (b) providing normal cleaning and maintenance in accordance with the owner's manual supplied with the goods; (c) operating, using, distributing, storing and offering for sale all goods in accordance with the owner's manual (or other similar writing) supplied with the goods and in compliance with all applicable laws, rules, or regulations (including, without limitation, any local labeling requirements or warnings required under California's Safe Drinking Water and Toxic Enforcement Act of 1986 (also known as "Proposition 65") and its implementing regulations; (d) contacting Seller during the warranty period to obtain a Return Material Authorization to make a claim under any applicable warranty; (e) providing proof of purchase if requested by Seller, and if the goods were purchased from a reseller, the name, address, and telephone number of the reseller; (f) providing any other information Seller may reasonably request to confirm that all goods are covered by any warranty; (g) paying for any repairs or replacement of goods outside the scope of any applicable warranty; or (h) paying any shipping costs.

THE APPLICABLE WARRANTY CONSTITUTES THE EXCLUSIVE REMEDY OF SELLER FOR ANY DEFECTIVE GOODS AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

EXCEPT AS EXPRESSLY STATED HEREIN, SELLER MAKES NO **REPRESENTATION OR WARRANTY** WITH RESPECT TO ANY GOODS. WITHOUT LIMITING THE **GENERALITY OF THE PRECEDING** SENTENCE, SELLER EXPRESSLY **DISCLAIMS (A) THE IMPLIED** WARRANTIES OF **MERCHANTABILITY OR FITNESS** FOR A PARTICULAR PURPOSE AND **(B) ANY REPRESENTATION OR** WARRANTY ON CUSTOMIZED **CHANGES, USE ADVICE, REBUILT GOODS, REPAIRED GOODS OR REPLACEMENT GOODS CONTAINING CUSTOMIZED** CHANGES, AND (C) ANY **REPRESENTATION OR WARRANTY RELATING TO THE PROTECTION OF, OR THE THEFT, MISAPPROPRIATION OR MISUSE OF. ANY PERSONAL INFORMATION OF AN END USER OF ANY GOODS** (INCLUDING, WITHOUT LIMITATION, ANY CREDIT CARD **OR DEBIT CARD NUMBERS,** PERSONAL IDENTIFICATION NUMBERS, PERSONAL PASSWORDS **OR PASSCODES, OR OTHER** SIMILAR PERSONAL INFORMATION OF SUCH END USER).

11. LIMITATIONS OF DAMAGES – TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, SELLER SHALL NOT HAVE ANY LIABILITY ARISING, OR **RESULTING, FROM THE FAILURE TO PERFORM UNDER THESE TERMS** AND CONDITIONS, OR IN **CONNECTION WITH THE SALE OR USE OF GOODS HEREUNDER, FOR** (A) ANY CONSEQUENTIAL, **INCIDENTAL, PUNITIVE OR OTHER** SIMILAR DAMAGES OR LOSSES, OR **(B) ANY DIRECT DAMAGES OR** LOSSES IN EXCESS OF THE PURCHASE PRICE (NOT INCLUDING **ANY FREIGHT, INSURANCE, TAXES OR OTHER SIMILAR AMOUNTS) OF** ANY GOODS GIVING RISE TO SUCH DAMAGES OR LOSSES, **REGARDLESS OF WHETHER SUCH** LIABILITY ARISES IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) OR **OTHERWISE.**

BUYER IS SOLELY RESPONSIBLE FOR (A) INSTALLING, STORING, **OPERATING, DISTRIBUTING,** SELLING, OFFERING FOR SALE AND MAINTAINING ALL GOODS PURCHASED HEREUNDER IN **COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS, (INCLUDING,** WITHOUT LIMITATION, ANY LABELING REQUIREMENTS OR WARNINGS REQUIRED UNDER **CALIFORNIA'S SAFE DRINKING** WATER AND TOXIC ENFORCEMENT ACT OF 1986 (ALSO KNOWN AS **"PROPOSITION 65") AND ITS IMPLEMENTING REGULATIONS, OR OTHER APPLICABLE LAW), AND (B) TESTING ALL GOODS PURCHASED HEREUNDER TO ENSURE SUCH**

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GOODS OPERATE IN ACCORDANCE WITH ALL OPERATING, INSTALLATION, SERVICE OR OTHER MANUALS AND OTHER PUBLICATIONS OF SELLER RELATING TO SUCH GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR BUYER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER.

12. DISPUTES – Any civil action arising in connection with these terms and conditions or any goods purchased hereunder may only be brought against Seller within one (1) year after the date the cause of action accrued. If Buyer fails to commence any such action with such one (1) year, its right to commence such action shall be barred.

These terms and conditions shall be governed by and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to its conflicts of law provisions. The courts located in Broward County, Florida shall have exclusive jurisdiction of all matters relating to or arising from these terms and conditions or any sale of goods by Seller to Buyer, and Buyer hereby consents to the jurisdiction of such courts and waives any right to object to any such court being an inconvenient forum.

13. RETURN OF GOODS – No goods (or parts thereof) may be returned by Buyer to Seller for repair, whether or not any warranty is then in effect, without the prior approval of Seller, which approval may be withheld by Seller, in its discretion, except to the extent such goods (or parts thereof) remain covered by a warranty. Upon receiving such approval, all returned goods must arrive at the point of return designated by Seller before any repairs will be made. If Buyer does not pay for, and accept the return of, such goods within 90 days after

Seller notifies Buyer that all repairs are completed, Seller may sell to a third party or otherwise dispose of such goods in its discretion, and apply the proceeds thereof, if any, to any amount owing by Buyer to Seller under these terms and conditions. Buyer grants to Seller a security interest in such goods as collateral for the payment of all such amounts and authorizes Seller to perfect such security interest by filing all Uniform Commercial Code financing statements, and taking all other steps, that Seller believes to be appropriate, in its discretion.

14. CHANGE ORDERS – No orders hereunder may be revised or canceled by Buyer without the prior written consent of Seller.

15. FORCE MAJEURE – Seller shall not be liable for delays or failure to perform hereunder for any force majeure or other cause beyond Seller's reasonable control (including, without limitation, (a) earthquake, fire, flood, or other casualty, (b) strikes, lockouts or other labor problems, (c) riots or other civil disturbances, (d) shortage of labor, materials, fuel or other energy sources, equipment or other requirements for production, (e) delay or interruptions in transportation or utilities, (f) war, blockades, sanctions, embargoes, terrorism or other similar acts, (g) epidemics, pandemics, quarantine, and other health-related problems, (h) blizzard, hurricane, storm, tornado or other weather event, and (i) legal restrictions or other actions of any governmental authority). If any such delay or failure to perform any order for goods hereunder lasts for more than 90 days, Seller shall have the right to cancel such order without any liability for such cancellation.

16. FAIR LABOR STANDARDS ACT – Seller certifies that all goods sold hereunder that were produced in the United States were

produced in compliance with all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof.

17. EXPORT CONTROL – Any goods supplied by Seller hereunder may be subject to various export laws and regulations of the United States. Buyer is responsible for complying with all such laws and regulations. If any federal, state or local law requires export authorization for the export (or re-export) of any goods hereunder (or associated technology), no goods shall be exported (or re-exported) until such authorization is obtained, regardless of any delivery date specified in any order for goods or otherwise. If any such authorization is denied or otherwise not obtained, Seller shall (a) be relieved of any further obligation relating to such goods and (b) not have any liability to Buyer or any third party for the failure to obtain such authorization. In addition, Seller will not comply with any boycott-related requests, except to the extent permitted by all applicable law and then only at Seller's sole discretion

18. INTELLECTUAL PROPERTY AND OTHER PERMISSIONS – If (a) any (i) art

work, words, pictures, designs, or any combination thereof, (ii) directions, instructions or specifications, or (iii) other information, plus any documents, electronic media or other tangible items containing or relating to such information, provided by Buyer to Seller, are subject to any copyright, trademark, service mark, patent, trade dress trade secret or other intellectual property protection, whether by statute or common law, or (b) require the approval, authorization, consent, or permission of a third party (including, without limitation, any approval, authorization, consent, or

permission of any governmental authority), Buyer (A) represents and warrants to Seller that Buyer is the owner or authorized licensee of any such intellectual property, or has received each such approval, authorization, consent and permission, and (B) shall defend, indemnify and hold harmless Seller from all claims arising from, or relating to, any alleged misuse or infringement (including, without limitation, contributory infringement of any intellectual property) if any representation or warranty set forth in clause (a) of this sentence is inaccurate or misleading in any respect. Buyer grants to Seller an irrevocable license to display, photograph, video tape or otherwise use any such art work in its promotional and advertising materials, and no such use shall constitute infringement of any such intellectual property.

19. CALIFORNIA PROPOSITION 65 –

To assist in compliance with Proposition 65, Seller has provided Proposition 65 warnings on some goods. For change machines and dispensers, if Seller has provided such warnings, they shall appear on the front of the change machines and dispensers, Seller shall also provide Proposition 65 warning labels upon request from Buyer. Seller makes no representations or warranties regarding the adequacy of any Proposition 65 warnings it provides on or for goods. Buyer is responsible for (a) examining the goods to determine whether they require Proposition 65 warnings, (b) providing Proposition 65 warnings for the goods, and (c) communicating to its customers who or which may, directly or indirectly, sell or otherwise distribute the goods into California any obligation to provide Proposition 65 warnings for the goods and ensuring that its customers satisfy such obligation.

20. INDEMNIFICATION – Buyer shall defend, indemnify and hold harmless Seller

from and against all costs, damages, expenses, fines, losses and penalties (including, without limitation, all reasonable fees and disbursements of counsel to Seller) for (a) the failure of Buyer to perform any of its obligations or responsibilities hereunder (including, without limitation, the failure to provide Proposition 65 warnings for the goods or to ensure its customers perform their obligation to provide Proposition 65 warnings for the goods), (b) the failure of Buyer to comply with any applicable law, rule or regulation, or (c) the modification or use by Buyer or a third party of any goods purchased hereunder (including, without limitation, a third party, directly or indirectly, purchasing or otherwise acquiring such goods from Buyer), unless such costs, damages, expenses, fines, losses, and penalties result directly from the gross negligence or intentional misconduct of Seller.

21. ENTIRE AGREEMENT – These terms and conditions set forth the entire agreement between Seller and Buyer with respect to the subject matter hereof, and supersede all prior representations, agreements or understandings, whether oral or written, relative to any goods purchased hereunder; provided, however, that if Buyer is acquiring from Seller a Payment System, Buyer is also subject to the Privacy Policy and the License Agreement with respect to such Payment System. No course of dealing, usage of trade or other conduct shall amend or supplement any of these terms or conditions. No modification of any of these terms and conditions shall be effective unless made in writing and signed by Seller and Buyer, and no waiver of any right or remedy hereunder shall be effective unless set forth in a writing and signed by the party granting such waiver. Any provision of any purchase order or other communication of Buyer in connection with the purchase of goods from Seller that is inconsistent with,

or contradicts, any of these terms and conditions shall be not be effective or binding upon Buyer or Seller. In the absence of Buyer's written acceptance of these terms and conditions, the acceptance by Buyer of any goods purchased hereunder shall constitute acceptance of these terms and conditions.

22. SEVERABILITY – Whenever possible, each provision of these terms and conditions shall be interpreted in such a manner as to be effective and valid under applicable law. If, however, any such provision shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law, or if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof, or any other such provision, being prohibited or invalid.

23. GENERAL – No agreement by Seller to supply goods to Buyer may be assigned or transferred (by operation of law or otherwise) by Buyer without the prior written consent of Seller, and any purported assignment made without such consent of Seller, and any purported assignment made without such consent, shall be null and void. For purposes of these terms and conditions, an assignment shall include (a) the sale or other transfer of a controlling interest in the stock, membership interest or other equity of Buyer, (b) any merger of Buyer with or into another entity, and (c) the sale of all, or substantially all, of Buyer's assets to a third party. These terms and conditions shall inure to the benefit of, and be binding upon, Seller and Buyer and their permitted successors and assigns.

Seller may terminate any obligation to supply goods to Buyer immediately in the event that Buyer becomes insolvent or otherwise unable to pay its debts as they become due, is declared insolvent, files or has filed against it a petition in bankruptcy, makes any assignment for the benefit of creditors, or has a receiver, guardian, conservator, trustee in bankruptcy, or similar official appointed by a court of competent jurisdiction to take charge of all or any part of its property.

No third party is a beneficiary of these terms and conditions, and only a party to these terms and conditions can enforce any right or remedy hereunder. These terms and conditions do not create an agency, partnership or other similar relationship, and the parties shall at all times be independent contractors. No party may incur any indebtedness, liability or obligation on behalf of the other party, unless agreed to by such other party in a writing signed by such other party.