

Terms and Conditions of Sale

1. **Acceptance:** All orders are accepted subject to approval by the CAM2 Technologies, LLC D.B.A. Czitek (herein the "Seller") at Danbury, Connecticut. A written acknowledgement sent to the Buyer of orders so approved shall constitute such acceptance by the Seller. Should the Buyer submit a purchase order form in response to this quotation, the Buyer shall be deemed notwithstanding anything to the contrary stated in said purchase order form, to have assented to these terms and conditions. Any modification of these terms and conditions must be expressly agreed to in writing and signed by an authorized representative of the Seller in Danbury, Connecticut.

2. **Delivery:** Shipment schedules are approximate only. THE SELLER ASSUMES NO RESPONSIBILITY OR LIABILITY FOR LOSS OR DAMAGE BY REASON OF DELAY OR INABILITY TO SHIP CAUSED BY ACTS OF GOD, FIRES, FLOODS, WARS, EMBARGOES, LABOR DISPUTES, ACTS OF SABOTAGE, RIOTS, ACCIDENTS, DELAYS OF CARRIERS, SUBCONTRACTORS OR SUPPLIERS, VOLUNTARY OR MANDATORY COMPLIANCE WITH ANY GOVERNMENTAL ACT, REGULATION OR REQUEST, SHORTAGE OR LABOR, MATERIALS OR MANUFACTURING FACILITIES OR ANY OTHER CAUSE OR CAUSES BEYOND SELLER'S CONTROL. If by reason of any of these things, Seller's supply of items ordered is caused to be limited, the Seller shall have the right to prorate the supply in such manner as it, in its discretion, determines. Unless otherwise indicated, all shipments will be made F.O.B. Danbury, Connecticut.

3. **Partial Deliveries:** The Seller may make partial deliveries which the Buyer shall accept and pay for at the prices specified on any invoices issued, hereof upon payment terms as due. If any part of the order is not delivered by the Seller or is not in accordance with the order, the remaining part of the order and the Buyer's obligation hereunder shall not be affected.

4. **Duties and Taxes.** The Buyer shall pay all duties and taxes that may be levied, assessed, or otherwise become due on account of items to be delivered hereunder. Prices are subject to change due to changes in Federal or State laws taxing raw or processed materials or in laws governing any taxes or duties levied.

5. **Packing and Loss or Damage in Transit:** All items to be sold hereunder shall be packed and shipped in accordance with the Seller's best judgment unless otherwise specified by the Buyer. Any specific packing or shipping instructions of the Buyer must be noted on the Buyer's original order and acknowledged by the Buyer. Notwithstanding any other provision hereof, including paragraph 12. Risk of loss or damage to items in transit or to items for which any amount remains due the Seller shall be upon the Buyer.

6. **Inspection upon Arrival:** The Buyer shall inspect all items upon arrival and shall give written notice to the Seller within five (5) working days of arrival of any claim for shortage or non-conformance with the terms of the order as accepted by the Seller. If the Buyer shall fail to give such notice, all items shall be deemed to conform with the terms of such order and the Buyer shall be bound to accept and pay for all items in accordance with terms of such order.

7. **Returns:** Items are not to be returned unless approved in writing by an authorized representative of the Seller. Transportation charges are to be prepaid by the Buyer unless the Seller in such approval specifies otherwise. The Seller may in its discretion, replace any or all returned items within a reasonable time after the Seller finally determines that the returned items are not in accordance herewith. In any event, the Seller shall not be liable for damages arising from the defective delivery or delay caused thereby.

8. **Payment:** Unless otherwise indicated on the accompanying quotation, the Buyer agrees to remit payment in full, to the address provided on the Seller's invoice, for all shipments, including shipments of any portion of the items ordered, within 30 days of the date of shipment thereof. This obligation shall not be contingent upon the completion of any installation services included in the purchase price. No cash discounts will be granted.

9. Warranties and Exclusions.

(a) Basic Warranty. EXCEPT AS OTHERWISE PROVIDED HEREIN, THE SELLER WARRANTS THAT ALL ITEMS, EXCEPT ITEMS PROVIDED FOR IN SECTION 9 (d) BELOW, MANUFACTURED BY THE SELLER WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR TWELVE (12) MONTHS FROM THE DATE OF DELIVERY. ITEMS WHICH ARE RETURNED IN ACCORDANCE WITH SECTION 7 HEREOF AND ARE FOUND BY THE SELLER TO BE DEFECTIVE WILL, AT THE SELLER'S OPTION, BE REPLACED OR REPAIRED AT THE SELLER'S COST OR, AT THE SELLER'S OPTION, THE SELLER MAY REFUND THE PURCHASE PRICE. THE PARTIES HERETO EXPRESSLY AGREE THAT THE BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE ITEMS OR AT THE SELLER'S OPTION, REFUND OF THE PURCHASE PRICE AS PROVIDED HEREIN. The sole purpose of the stipulated exclusive remedy shall be to provide the Buyer with free repair and replacement of defective items, or the refund of the purchase price, in the manner and subject to the terms provided herein. The exclusive remedy shall not be deemed to have failed of its essential purpose so long as the seller is willing and able to repair or replace defective items in the prescribed manner, or refund of the purchase price thereof.

(b) Limitation on Warranties. THE WARRANTIES SET FORTH IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOT EXPRESSLY SET FORTH HEREIN. NO AFFIRMATION OF THE SELLER, BY WORDS OR ACTION, OTHER THAN AS SET FORTH IN THIS SECTION 9, SHALL CONSTITUTE A WARRANTY.

(c) Limitation on Action. Any claim by the Buyer with respect to any of the items sold hereunder shall be deemed waived by the Buyer unless submitted in writing to the Seller within the earlier of (i) thirty (30) days following the date the Buyer discovered or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (ii) twelve (12) months following the date of delivery. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

(d) Exclusions From Basic Warranty. The following items are excluded from the Basic Warranty set forth in Section 9(a) above:

(i) No Warranty Items. The Buyer acknowledges that some items by their nature may not function for the full Basic Warranty period. Therefore, optical windows, crystals, fuses, glassware, and other similar parts referenced in the applicable operating manual are excluded from the Basic Warranty set forth in Section 9 (a) above. SUCH ITEMS ARE SOLD "AS IS".

(ii) Used Items. The Seller makes no warranty with respect to used items, which will be so marked on the accompanying quotation hereof. UNLESS OTHERWISE INDICATED ON THE FACE HEREOF, SUCH USED ITEMS ARE SOLD "AS IS".

(iii) Other Manufacturer's Items. The Buyer hereby acknowledges that the Seller does not manufacture certain items which may be part of the items sold hereunder. With respect to items not manufactured by the Seller including, but not limited to, data processing equipment (including data storage devices, processors, visual display units, printers, plotters, communication interfaces, and similar devices), the warranty and the warranty period is limited to that offered by the manufacturer of such items and is effective from the date of shipment to the Buyer, subject to the exclusions, modifications, and limitations contained in paragraphs (b), (c) and (e) of this Section 9 and Sections 10 and 11 below.

(e) Further Warranty Limitations. The Warranties set forth in this Section 9 are subject to the following limitations:

(i) The warranties set forth in this Section 9 do not apply to any loss, damage or defects resulting from misuse, mishandling, misapplication, negligence (including but not limited to improper maintenance), Buyer supplied software, hardware or interfacing, operation outside of the environmental specifications for the items, accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than the Seller or one of the Seller's authorized agents.

(ii) Any realignment, readjustment, re-cleaning, or re-calibration, provided they do not relate to a proved defect in material or workmanship, shall be performed only at the Seller's then current rates for service.

(iii) Except when otherwise noted on the accompanying quotation, the Seller shall use reasonable efforts to perform all warranty services hereunder at the Buyer's facility, as soon as reasonably possible after notification by the Buyer of a possible defect; provided, however, the Seller reserves the right to require that the Buyer return the equipment to the Seller's production facility, transportation charges prepaid, when necessary to provide proper warranty service.

(f) Special Limited Warranty for Firmware and Software. All software and firmware products provided by the Seller for use with a processor are excluded from the Basic Warranty set forth in Section 9(a) above. As to such software and firmware products, the Seller warrants only that such software and firmware will perform at the time of delivery, in substantial compliance with the Seller's program manuals current at the time of shipment to the Buyer when properly installed on that processor. The warranty contained in this Section 9 (f) shall be subject to all of the exclusions, modifications and limitations contained in this Section 9 and Sections 10 and 11 below.

10. Limitation of Liability. THE SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING IN ANY MANNER FROM PRODUCTS SOLD BY THE SELLER SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY THE SELLER TO BE DEFECTIVE, OR AT THE SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH ITEMS OR PARTS THEREOF. AT THE SELLER'S REQUEST, THE BUYER WILL SEND, AT THE BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF THE SELLER WHICH MANUFACTURED THEM.

11. DISCLAIMER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH PRODUCTS SOLD BY THE SELLER, INCLUDING, WITHOUT LIMITATION, BREACH OF ANY OBLIGATION OR WARRANTY IMPOSED ON THE SELLER HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION, LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY TO ANY PERSON, OR LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, PROPERTY HANDLED OR PROCESSED THROUGH THE USE OF THE ITEMS), OR DAMAGES OR LOSSES SUSTAINED AS THE RESULT OF WORK STOPPAGE. THE BUYER SHALL INDEMNIFY THE SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY THE SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.

12. Installation and Site Preparation: Installation services are included in the purchase price of the equipment sold hereunder only if expressly so stated on the Seller's accompanying quotation or in the Seller's most current price list. For equipment requiring installation by the Seller's service personnel, it is the responsibility of the Buyer to prepare the site environmentally and provide the required services (power, water, drain, air, bottled gases, permits, licenses, approvals, etc.) as well as whatever is required to uncrate and move the equipment to its location. Failure to do so will result in a service charge by the Seller to cover the lost time of its service personnel. Because the Seller's service personnel may be required to enter upon the Buyer's premises for the purpose of providing service to the equipment sold hereunder, the Buyer hereby undertakes to maintain its premises in a safe condition and to comply with all applicable laws, statues, and regulations governing workplace health and safety. The Seller's sales and service personnel are not authorized to enter into any indemnity or hold harmless agreements on behalf of the Seller. The Seller will not, in any event, indemnify defend or hold the Buyer harmless from any liability that it may incur with respect to the Seller's sales and service personnel.

13. Dies, Tools, and Fixtures: Dies, tools and fixtures used in the manufacture of any items to be delivered hereunder shall remain the property of the Seller.

14. Title: Title and right of possession of the items sold hereunder shall remain with the Seller and such items shall remain personal property until all payments hereunder (including deferred payments whether evidenced by notes or otherwise) shall have been made in full in cash and the Buyer agrees to do all acts necessary to perfect and maintain such right and title in the Seller.

15. Cancellation: In the event of a cancellation of an order by the Buyer, the Seller shall have the option of either electing the remedies available under the Uniform Commercial Code or proceeding in the following manner: If the items are standard or catalog items, the Buyer shall be liable for a cancellation charge equal to thirty percent (30%) of the full contract price.

If the items are custom made or modified, the Buyer shall be liable for the full contract price thereof. The determination by the Seller of whether, for purposes of this Section, goods are standard or custom made shall be conclusive and binding upon the Buyer.

16. HAZARDOUS EQUIPMENT WARNING: The Buyer is hereby notified that the items contained in this quotation are not intended for uses which may create extreme hazards to persons and property unless the highest degree of care is exercised in such use and unless the appropriate safety procedures, AS EITHER SET FORTH IN THE OPERATIONS MANUAL PROVIDED WITH THE ITEMS OR OTHERWISE COMMUNICATED TO THE BUYER, ARE FOLLOWED. THE Buyer undertakes to exercise such care and to adopt and follow such procedures in the use of SUCH items as may be necessary to eliminate or minimize the hazards referred to in this SECTION 16 OR IN THE OPERATIONS MANUAL. WITHOUT OTHERWISE LIMITING ANY OF THE PROVISIONS CONTAINED IN SECTIONS 9, 10 OR 11 HEREOF, THE SELLER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM THE BUYER'S FAILURE TO FOLLOW STRICTLY ANY OF THE SAFETY PROCEDURES SET FORTH IN THE OPERATIONS MANUAL OR OTHERWISE COMMUNICATED TO THE BUYER.

17. Indemnity: The Buyer shall protect and indemnify the Seller and its directors, officers, agents and employees against all claims for damages of profits, including reasonable costs incurred by the Seller in connection therewith, arising from infringement of patents, copyrights, trademarks, or misappropriation of designs, proprietary data, or trade secrets of any person with respect to all items manufactured either in whole or part to the Buyer's specifications.

18. Authority to Export: No items to be furnished hereunder shall be exported by the Buyer or by any customer of the Buyer unless the Seller is first notified in writing of the intention to so export and all applicable regulations and licenses are complied with and obtained by the Buyer or its customer.

19. Software Licenses: Certain products or components of products contain software which is sold with one or more license agreements. The terms of such agreement or agreements are contained in the software package accompanying related equipment and are available from the Seller upon request.

20. Copyrighted Material: Certain products or components of products contain or are accompanied by copyrighted materials. Unless otherwise specified, this material may not be copied except for archive purposes or defective copy replacement.

21: General:

a.) The Seller reserves the right to make changes in design at any time without incurring any obligation to make such changes in any items previously purchased whether delivered or not.

b.) If, in connection with the sale, purchase, use, or maintenance of the equipment, the Seller is requested or deems it advisable to furnish data or information which it, in its sole discretion, deems proprietary, confidential, or both, the Seller shall not, in any event, submit, or be required to furnish such data or information unless and until the Buyer enters into an agreement concerning the handling, use, copying, retention and return of such information, the form of which agreement is available to Buyer on request.

c.) Any attempt by the Buyer, to assign, transfer or delegate any of the rights, duties or obligations herein shall render such attempted assignment or transfer null and void.

d.) The Seller's failure to exercise any of its rights shall not constitute or be deemed a waiver or forfeiture of such rights.

e.) The Seller expressly disclaims application of any Government procurement regulations in connection with any items to be furnished hereunder unless expressly agreed to in writing by an authorized representative of the Seller.

f.) The Seller certifies that any items to be furnished hereunder have been produced in full compliance with the applicable requirements of the Fair Labor Standards Act of 1938, as amended.

g.) The Seller is not responsible for typographical errors made in any of its publications or for stenographic or clerical errors made in preparation of quotations sales orders, or acknowledgements. All such errors are subject to correction.

h.) The Seller may, at any time, when in its opinion the financial condition of the Buyer so warrants, either offer or suspend credit. In cases where credit is not established satisfactorily, or financial information is not available, the terms are cash with order or C.O.D. at the Seller's option.

i.) Any action by the Buyer for breach of contract must be commenced within one (1) year after the cause of the action has accrued.

j.) The foregoing terms and conditions and the terms and conditions set forth on any accompanying documents issued by the seller shall constitute the whole agreement between the Buyer and the Seller. They supersede and reject any conflicting terms by the Buyer, notwithstanding any statements to the contrary in the Buyer's order forms. Each shipment received by the Buyer from the Seller shall be deemed to be only upon such terms and conditions, except as they may be added to, modified, supersede or otherwise altered in writing by an authorized representative of the Seller.

k.) Amounts past due stated payment terms on front of order are subject to a 1.5% per month finance charge. If in the event the Buyer becomes delinquent and the Seller finds it necessary to refer this matter to an attorney or an agent for collection of delinquent accounts, the Buyer shall pay all costs of collection including reasonable attorney's fees. Should the Buyer become delinquent in the payment of any sum due hereunder, the Seller will not be obligated to continue performance.

l.) The sale of the goods made pursuant to these Terms and Conditions shall be governed by the laws of the State of Connecticut.