

HIGH TECH SYSTEMS & EQUIPMENT INC.

General Sales Terms and Conditions

Contract. HIGH TECH SYSTEMS & EQUIPMENT INC. will be referred to as HTS&E throughout this document. Upon Buyer's acceptance hereof by execution hereof or by issuance of a purchase order or otherwise and HTS&E's acceptance of the order, Buyer shall be deemed to have agreed to all the terms and conditions contained herein. Unless otherwise approved in writing, the acceptance of HTS&E is expressly conditioned upon Buyer accepting such terms and conditions. Terms and conditions contained in Buyer's order or related documents which are different from or in addition to the terms and conditions stated herein, are expressly objected to by HTS&E and not binding upon it. HTS&E may revoke its acceptance hereof within fourteen days after the date of its acceptance.

HTS&E reserves the right to accept or reject all orders received by it.

Prices. Unless otherwise noted in writing by HTS&E, all prices are F.O.B. HTS&E's office and warehouse, and/or the shipping point of HTS&E's major suppliers, if applicable, and do not include any applicable federal, state or local sales, use, excise, value added or similar tax or other charges unless specifically indicated otherwise, which additional charges Buyer agrees to pay or for which it agrees to furnish evidence of exemption acceptable to the taxing authorities. All prices may be withdrawn at any time prior to fourteen days after Buyer's receipt of HTS&E's acknowledgment of acceptance. In any event, unless accepted by HTS&E, the quoted prices become invalid thirty days after date of quotation or such earlier date as quoted by HTS&E.

Payments. All goods are sold upon the following payment terms unless otherwise agreed to in writing by HTS&E:

Payment is due in full within 30 days of date of invoice.

Each shipment shall be considered a separate and independent transaction and payment therefore shall be made accordingly. If the financial condition or credit of Buyer at any time shall, in the judgment of HTS&E, not warrant shipment of goods ordered, HTS&E may at its option require full payment prior to shipment or refuse to ship and terminate any other outstanding contract without liability to Buyer.

Installation. Unless otherwise noted in writing by HTS&E, installation of the goods by HTS&E is not included. Installation may be provided by HTS&E at its prevailing rates.

Descriptions. Descriptions are intended only as a guide and their accuracy is not guaranteed.

Delivery. All delivery dates stated by HTS&E are approximate dates only and estimated in good faith to the best of HTS&E's ability. Time shall not be deemed to be of the essence in making delivery under an order unless specifically agreed to in writing by HTS&E.

Delivery dates are also quoted subject to unavoidable delays and HTS&E shall be free from any liability and penalty for delayed shipment due to causes beyond its control including but not limited to strikes, fires, accident, explosion, riots, war or acts of God, or because of any priority system established by any government, any of its agents or any other authority having jurisdiction.

Cancellation. Once accepted by HTS&E, an order is not subject to cancellation in whole or in part by Buyer without HTS&E's express written consent. Any such cancellation shall be subject to a cancellation charge as determined by HTS&E.

Testing and Acceptance. Acceptance tests of the goods by Buyer and training of Buyer's personnel by HTS&E will be accomplished prior to shipment of the goods by HTS&E or shall be considered waived. Buyer's execution of any acceptance or installation completion form provided by HTS&E shall be conclusive evidence of such. Written notice of any nonacceptance of the goods by Buyer must be delivered to HTS&E within ten days after installation has been substantially completed or shall be considered waived.

Use and Safety. There are no representations or warranties by HTS&E that the goods sold hereunder comply with the requirements of federal, state and local laws and industrial codes. Buyer acknowledges that it is Buyer's responsibility to provide proper safety devices and equipment for the particular application or use intended by Buyer so as to protect the operator and others from harm and to comply with all federal, state and local government laws, rules and regulations relating to safety standards and all industry safety standards.

STATEMENT OF DISCLAIMER. WITH RESPECT TO EACH COMPONENT OF A NEW GOOD ASSEMBLED BY HTS&E, OR EACH NEW GOOD SOLD, BUT NOT MADE BY HTS&E, THE MANUFACTURER'S WARRANTY, IF ANY, CONSTITUTES THE SOLE WARRANTY WITH RESPECT TO THE SALE OF SUCH ITEM. WITH RESPECT TO EACH SUCH COMPONENT OR GOOD, HTS&E HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Design or Technical Consultation. All design or technical consultation, advice, recommendations and services of HTS&E are based upon Buyer's specifications and NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION IF GIVEN BY HTS&E INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HTS&E assumes no obligation or liability for the design or technical consultation, advice, recommendations and services given, or results obtained, it being acknowledged and agreed by Buyer that all such design or technical consultation, advice recommendations and services are being accepted by Buyer at Buyer's risk. Buyer acknowledges that it alone has determined that the goods purchased hereunder will suitably meet the requirements of their intended use. Buyer will indemnify and hold Seller harmless from and against all damages, costs and expenses based upon any claim related to design or technical consultation or advice given by HTS&E.

Limited warranty of Goods. Subject to the following conditions, HTS&E warrants to the original Buyer only (and not to anyone else) of each new good made by it that any part thereof which proves to be defective in material or workmanship within one year from the date of original installation, will, at HTS&E's option, be repaired or replaced without charge, or HTS&E's sales price therefor refunded upon return to HTS&E of the defective good provided any defect in the good is brought to the attention of HTS&E within the warranty period, who alone will be authorized to furnish or arrange for repairs or replacements, or refund of HTS&E's sales price within the terms of this warranty. This warranty with respect to any repairs or replacements extends only to the individual component repaired or replaced. Labor, travel and other expenses incidental to the repair or replacement shall not be included.

BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, LOST PRODUCTION, OVERHEAD, LABOR, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL LOSS) SHALL BE AVAILABLE TO BUYER OR USER.

The above limited warranty does not apply, and no warranty, either express or implied, shall be applicable, (a) to damage resulting from accident, alteration, misuse or abuse; (b) if the good is not installed, operated or maintained according to procedures recommended by HTS&E and the manufacturing of the individual parts; (c) if the serial number affixed to the good shall be removed; obliterated or defaced. In no case shall the warranty extend to defects in materials, components, or services furnished by third parties or to the erection or installation of the good performed by third parties, except those performed by or on behalf of authorized distributors. If any repairs or alterations are made or any other parts are replaced during the warranty period by other than an authorized distributor in accordance with authorized service manuals or with other than parts, accessories or attachments authorized by HTS&E for use in its goods, Buyer shall pay for such repairs or parts without recourse against HTS&E and HTS&E shall be relieved of responsibility for fulfillment of this warranty with respect to parts or components of all repairs, alterations or replacements so made.

This warranty constitutes HTS&E's entire warranty as to the goods made by it and it is expressly agreed that the remedies of Buyer and those claiming under Buyer as set forth in this warranty are exclusive.

This warranty does not extend to any goods sold "as-is" or "as-inspected" nor to any damage caused by affixing any parts or equipment not purchased from HTS&E to goods purchased from HTS&E. No warranties, either express or implied, are made with respect to such goods.

IN CONSIDERATION OF THE EXPRESS WARRANTY AND OTHER TERMS HEREIN CONTAINED, BUYER AGREES THAT BUYER'S EXCLUSIVE REMEDY AND HTS&E'S SOLE LIABILITY ON ANY CLAIM, WHETHER TORT, CONTRACT OR WARRANTY, SHALL BE LIMITED TO, AT HTS&E'S OPTION, REPAIR OR REPLACEMENT OF A DEFECTIVE GOOD MADE BY IT OR REIMBURSEMENT OF THE PURCHASE PRICE THEREFOR, AND NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER INCIDENTAL LOSS OR DAMAGES) SHALL BE AVAILABLE TO BUYER. IN NO EVENT AND FOR NO CAUSE WHATSOEVER, INCLUDING ANY BREACH OR DEFAULT BY HTS&E, SHALL HTS&E HAVE ANY MONETARY LIABILITY TO BUYER IN EXCESS OF THE CONTRACT PRICE OR PRICES OF THE PERTINENT GOODS IN QUESTION.

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THOSE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE PRODUCT SOLD. HTS&E NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SAID PRODUCT.

Title and Lien Rights. The goods shall remain personal property regardless of how they are affixed to Buyer's real property and HTS&E reserves a purchase money security interest in the goods until the purchase price has been fully paid. Buyer agrees to execute, and hereby appoints HTS&E as its attorney-in-fact to execute on Buyer's behalf, any documents requested by HTS&E which are necessary for attachment and perfection of its security interest. If Buyer defaults, HTS&E shall have all the rights of a secured creditor under the Uniform Commercial Code as enacted in the State of Ohio. All computer software, blueprints, plans and specifications in connection with the goods shall remain the sole property of HTS&E.

Damages for Breach. Buyer expressly agrees that where permitted by law, Buyer shall be liable for all reasonable expenses and attorney's fees incurred by HTS&E in enforcing its rights and remedies against Buyer resulting from Buyer's breach of this Agreement.

Applicable Law. Any order shall be governed in all respect by the laws of the State of Ohio.

Waivers. Waiver by HTS&E of a breach by Buyer of any provision hereof shall not be deemed a waiver of future compliance therewith, and such provision, as well as other provisions hereunder, shall remain in full force and effect. HTS&E hereby expressly reserves the right to literal compliance with the terms hereof, even if unenforced in prior transactions with Buyer.

Entire Agreement. The terms and conditions contained herein and on the reverse side hereof shall supersede all prior oral or written statements of any kind whatsoever made by the parties or their representatives. No statement purporting to modify any of these terms or conditions shall be binding unless expressly agreed to in writing signed by both HTS&E and Buyer.

Unless otherwise specifically provided by separate written agreement duly signed by HTS&E, the terms and conditions specified above and on the reverse side hereof constitute the entire agreement between HTS&E and Buyer, and no other terms or conditions shall be of any effect. Buyer will be deemed to have assented to all such terms and conditions if any part of the described goods is accepted or any design or technical consultation, advice, recommendations or services are accepted or implemented. If Buyer finds any term or condition not acceptable, Buyer must so notify HTS&E at once. Any additional or different terms or conditions contained in Buyer's order or response hereto shall be deemed objected to by HTS&E and shall be of no effect.