



TERMS AND CONDITIONS OF SALE OF TWO DIMENSIONAL INSTRUMENT, LLC PRODUCTS

GENERAL. The following terms and conditions, including those on any acknowledgment letters, shall constitute the entire Agreement for the purchase and sale of Two Dimensional Instruments, LLC's products. Any terms and conditions contained in Purchaser's purchase order or request for quotation which are different from, in addition to, or vary Seller's terms and conditions shall not be binding upon Seller and Seller hereby objects thereto.

PRICE AND PAYMENT. The purchase price either published or quoted does not include shipping costs, duties or applicable taxes, which shall be the sole responsibility of Purchaser. All payments are due within thirty days of the date of Seller's invoice unless prepaid by cash, check, bank transfer or credit card.

DELIVERY TERMS. Delivery of the Products shall be EXW the facilities of Seller located in Crestwood, Kentucky, unless otherwise stated. Shipping and delivery dates, if any, are approximate and are given by Seller in good faith, but are not guaranteed unless otherwise specifically agreed in writing. Delay in the delivery of the Products hereunder shall not relive Purchaser of its obligations to accept and pay for products under any other agreement or purchase order.

PRODUCT WARRANTY. Seller warrants the Products to be free from defects in material and workmanship for the period of one year from date of delivery. Seller makes no other representations or warranties to purchaser regarding the products and expressly disclaims all other implied or express warranties, including all warranties of merchantability and fitness for a particular purpose. Seller's products warranty does not apply to any Product to the extent it has been subject to (1) other than normal wear and tear, or (2) improper installation, alteration, modification, improper repair, tampering, negligence, abuse or accident. Any component parts of, or accessories furnished with, Seller's Product which are not manufactured by Seller, are not warranted by the Seller but are sold only with the express warranty, if any, of the manufacturers thereof. Liability is limited to repair or replacement, at seller's option, of any defective product.

LIMITATION ON LIABILITY. In no event shall seller be liable or responsible to purchaser or any other person for any special indirect or consequential losses or damages, whether based on contract, tort, strict liability or other theory of law, even if seller shall have been advised of the possibility of any such loss or damages, all such damages and claims being specifically disclaimed. In no event shall seller's liability exceed the purchaser price.

NOTICE. Purchase shall have thirty days from delivery of the Products to inspect the Products and notify Seller of any nonconformity. Failure to provide notice as provided herein shall constitute a waiver by Purchaser of any claims with respect to nonconforming Products. All claims for shortage or errors must be made within thirty days from delivery of the Products. No credit can be issued on Products held over thirty days.

CANCELLATION AND DELAYS. Seller shall have the absolute right to cancel this Agreement upon breach thereof by the Purchaser, failure by the Purchaser to make payment required under this agreement or any other agreement, or the insolvency or bankruptcy of the Purchaser. Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control, including without limitation the generality of the foregoing, any priority system established by any agency of the United States Government, fires, floods, storms, and other acts of God, accidents, strikes, terrorism, insurrections, war, shortage of materials, lack of transportation and failure of performance of subcontractors and/or suppliers for similar reasons. Failure of Seller to perform for these reasons aforesaid shall not be grounds for Purchaser's cancellation of its order but the delivery date shall be extended accordingly.

TAXES. All applicable federal, state or local sales, use or excise taxes are the responsibility of the Purchaser and shall be in addition to the price or prices published or quoted unless otherwise specifically stated. Seller shall have the right to invoice separately any such tax as may be imposed at a later time. Applicable tax exemption certificates must accompany any order to which the same applies.