



9/7/2008

INTERNATIONAL TERMS AND CONDITIONS

I. DEFINITIONS: As used herein, the following terms shall have the meanings specified below:

- a. "Seller" means SELLER Commercial Vision Systems BV acting through its duly authorized representative.
- b. "Buyer" means the individual, corporation, partnership, or sole proprietorship acting through its duly authorized agent procuring or proposing to procure articles under this agreement.
- c. "Articles" means any items or service the procurement of which is contemplated by this agreement.

2. APPLICATION: The terms and conditions contained herein apply to any resulting orders. No changes to these terms and conditions shall be binding unless specifically agreed to in writing by the Seller.

3. DELIVERY AND SHIPMENT: Delivery shall be EX-Works Seller's plant per INCOTERMS 2000. All shipping costs shall be borne by the Buyer, and Seller will select the method of shipment unless Buyer does so in writing at least 10 days prior to scheduled delivery. If Seller, as a courtesy to Buyer, agrees to arrange carriage of the Systems on Buyer's behalf, Buyer shall be responsible for all transportation, brokerage, handling, and other charges incurred and Seller may invoice Buyer for all such costs without altering the term of Delivery. Upon delivery, all risk of loss or damage shall be borne by the Buyer. Title and full risk of loss pass to Buyer upon Delivery. Insurance coverage on all shipments shall be the responsibility of Buyer. Upon accepting an Order, Seller notify Buyer of Seller's estimated Delivery date(s). Seller will substantially meet estimated Delivery dates, but shall not be liable for any damages resulting from any delay in Delivery.

4. PACKAGING: Systems shall be packaged for shipment in accordance with SELLER's standard practices.

5. INVOICES: Seller shall submit invoices after each shipment made or service provided under this order. Payment is due and payable in full thirty (30) days from date of invoice, unless prepayment is required prior to shipping. Buyer shall pay monthly interest at a rate of one and one half percent (1½%), or the maximum allowed by law, of the unpaid balance on all overdue payments. Buyer shall pay SELLER's costs of collection including, but not limited to, attorneys' fees and costs.

6. TAXES: In addition to the agreed price, any and all taxes (not including income tax) which may be imposed by any taxing authority, arising from the sale, delivery, or use of the articles for which Seller may be held responsible for collection or payment, either on its own behalf or that of Buyer, shall be paid by Buyer to Seller upon Seller's demand. In lieu thereof, Buyer may provide Seller with an appropriate tax exemption certificate acceptable to the taxing authorities.

7. WARRANTY: Seller warrants that on the date of Delivery and for one (1) year thereafter (Warranty Period), the Systems will substantially conform to Seller's specifications and be free from defects in material (Warranty). Buyer shall send Warranty claims to Seller, in writing, promptly and, in any event, within the Warranty Period. Seller, at its sole option, shall either repair or replace nonconforming Systems (Remedy). This Warranty is void if the System has been repaired, altered, or modified in any manner by persons other than Seller or Seller's authorized service center. This Warranty excludes nonconformities

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resulting from: (i) normal wear and tear; and (ii) failure to properly store, install, operate, or maintain the System. The Remedy is Seller's sole obligation, and Buyer's sole and exclusive remedy, for all claims of nonconformities. If the Remedy is adjudicated to be insufficient, Seller shall refund Buyer's paid Price and have no other liability to Buyer. Seller warrants repairs and spare or replacement parts manufactured by Seller for six (6) months after returning Systems to Buyer, or the remainder of the Warranty Period, whichever is greater. Buyer shall pay the costs of returning nonconforming Systems under a warranty claim to Seller, and Seller will pay the costs of return shipping to Buyer. SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, WITH RESPECT TO SYSTEMS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

8. INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES-RELIEF FROM LIABILITY: Seller shall not be liable for INCIDENTAL, SPECIAL or CONSEQUENTIAL damages of any nature with respect to any products sold or delivered, any service rendered, or any failure to meet delivery schedules. In no event will Seller be liable under the terms of sale beyond the value of the order.

9. EXCUSABLE DELAYS: Seller shall not be liable for delay in delivery or failure to manufacture or failure to complete performance of services attributable to causes beyond its control or occasioned without its fault or negligence. In the event of any such delay or failure, the date of delivery shall be deferred for a period equal to the time lost by reason of the delay or failure.

10. EXPORT RESPONSIBILITY: The Articles are subject to U.S. Government export laws and regulations (Export Laws) and/or foreign export laws and regulations, including without limitation the U.S. Arms Export Control Act and the International Traffic in Arms Regulations. Buyer shall not export, re-export, or transfer (directly or indirectly) the Systems or related technical data received from Seller without strictly complying with all Export Laws, including obtaining all required licenses, authorizations, certifications, and approvals. Buyer shall inform its customers that Systems are subject to Export Laws. Buyer understands that an express condition of every sale of a System is the issuance of appropriate authorization by export authorities. Seller has no control over the decisions of governments and undertakes no liability to Buyer or any third party in any way for such decisions. Nothing in this section shall be considered authorization for Buyer to sell, directly or indirectly, Systems outside the United States. Prior to any sale of Systems or related technical information, Buyer shall check the most recent export restriction lists maintained by the Department of Commerce and the Department of State, including, without limitation, the denied persons list, unverified list, entity list, specially designated nationals list, and the debarred list (see <http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm>). Buyer shall also check other lists maintained by other U.S. government agencies, as applicable. Seller may cancel any sale of a System if appropriate authorization is not obtained from the Government, and Seller will not be liable to Buyer in any way for such cancellations.

11. APPLICABLE LAW: This order shall be construed and all disputes hereunder shall be settled in accordance with the laws of the Netherlands. For purposes of jurisdiction, this order shall be deemed to have been entered into and performed in the City of Breda in The Netherlands

12. LANGUAGE: All related contractual documentation and correspondence is to be written in the English language.

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