

NEWALL ELECTRONICS, INCORPORATED

STANDARD TERMS and CONDITIONS of SALE

All goods and services furnished by Newall Electronics, Inc. (the "Company") and all the Company's quotations, order acceptances and sales are conditioned on the customer's assent to these standard terms and conditions of sale. These standard terms and conditions of sale may not be varied or waived except by express written agreement signed by an officer of the Company.

1. **Prices/Firm Quotation/Minimum Charge**

The price to be invoiced and paid is the price in effect on the date of delivery, as shown in the Company's price list in effect on the date of delivery, unless otherwise specified in the Company's order acceptance. Any quotation or offer by the Company to sell may be revoked without notice unless it is in writing and specifies that it is "firm", "valid", or the like, in which case it shall be deemed revocable without notice after 30 days unless a longer validity period is specified.

2. **Price and Delivery Terms/Transportation Allowance**

Price and delivery terms are FOB the Company's plant, and title and risk of loss pass to the customer upon the Company's putting the goods into the possession of a carrier at the place of shipment. The Company's prices do not include sales, use, or other taxes, and the customer must pay and absorb any such taxes and indemnify the Company against any claim or liability for such taxes. The Company may make partial shipment and invoice for same at the Company's reasonable discretion. The Company may, in the Company's discretion, invoice for goods that the Company is ready to deliver but that the customer is not ready to receive. Delivery dates furnished by the Company are estimates only, unless they are stated to be "guaranteed" in writing signed by an officer of the Company.

3. **Payment Terms/Security**

Unless otherwise specified in the Company's quotation or order acceptance, payment of the net invoice price, shall be due within thirty (30) days of the date of Company's invoice. The customer shall not be entitled to any further deferment or set off unless and until a credit memorandum or court judgment is issued in the customer's favor. The Company shall be entitled to recover all costs involved in collection, including reasonable attorney's fees. Whenever the Company reasonably deems itself insecure, the Company may withhold or revoke any extension of credit, enforce its security interest, created hereby, in all goods (and proceeds therefrom) sold by the Company to the customer and take any other reasonable steps to secure itself. Late payment charges are 1½% of the net invoice amount per month or, if less, the maximum amount allowable by applicable law.

4. **Warranty**

If any device is found unsatisfactory under the warranty, the Buyer shall notify the Seller in writing or by telephone, and after receipt of shipping advice, Buyer may return it direct to Newall Electronics, Incorporated, 1803 O'Brien, Columbus, Ohio 43228; carrying charges prepaid. Such equipment will be replaced or put in satisfactory operating condition, free of all charges, except transportation and the correction of any defects by repair or replacement by the Seller shall constitute fulfillment of all obligations to the Buyer. Seller does not assume responsibility for articles or parts thereof which have been installed, used, or serviced, otherwise than in conformity with Seller's applicable specifications, manuals, bulletins, or instructions; or if none, which shall have been subject to improper installation, misuse, or neglect. Any defect resulting from improper repair or adjustment shall cancel this warranty and shall relieve the Company from any further responsibility.

Seller shall not be liable for special or consequential damages in case of any failure to meet the conditions of any warranty or shipping schedule, nor will claim for labor, loss of profit, good will, repair, or other expenses incidental to replacement be allowed.

No other representations, guarantees, or warranties, expressed or implied, are made by the Seller in connection with the manufacture and sale of equipment.

5. **Force Majeure**

It is assumed that no contingency will occur which might render the Company's performance impossible or impractical, including without limitation, strike, riot, fire, lack of shipping space, late or non-delivery by the Company's suppliers, assertion by third parties of infringement claims, domestic and foreign government actions and regulations, and all other contingencies beyond the Company's control.

6. **Consequential Damages**

THE COMPANY SHALL NOT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES UNDER ANY CIRCUMSTANCES WHATSOEVER, WHETHER BASED ON LOST GOODWILL, LOST PROFITS, LOSS OF THE USE OF MONEY, WORK STOPPAGE, DESTRUCTION OR IMPAIRMENT OR LOSS OF USE OF OTHER GOODS, OR OTHERWISE AND WHETHER ARISING OUT OF THE COMPANY'S BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE APPLICABLE LAW REQUIRES SUCH LIABILITY.

7. **Ohio Law/Two Year Limitation Period/Effect on Third Parties**

Ohio law shall govern all transactions to which these standard terms and conditions of sale apply. Any legal action with respect to any such transaction must be commenced within two (2) years after the cause of action has accrued. All limitations herein on the Company's liability and remedies in the case of any breach of any duty of the Company to any buyer or user of any goods or services furnished by the Company are hereby extended to the Company's suppliers (insofar as they may have any duties to any buyer or user of any goods or services furnished by the Company) and are also extended to the Company's distributors (insofar as they may have any duties to any buyer or user of any goods or services furnished by the Company), excepting only in the event and to the extent such suppliers or distributors expressly and in writing waive the benefits of this provision.