

**DIT-MCO INTERNATIONAL LLC
TERMS AND CONDITIONS**

1. **ACCEPTANCE:** These terms and conditions and Seller's Quotation constitute an offer to sell. This offer is expressly conditioned upon acceptance by Buyer of the terms and conditions contained herein. Seller hereby expressly rejects any and all terms in any purchase order or other document of Buyer which are in addition to, different from, or inconsistent with the terms and conditions herein.

Retrofit Quotations are based on Seller's equipment being in good working order and as originally installed and/or modified by Seller's personnel only.

2. **PRICES AND PAYMENT TERMS:** All prices shown are F.O.B. factory at Kansas City, Missouri, unless otherwise stated, and unless otherwise stated such prices do not include cartage, insurance charges, taxes, import duties, tariffs or any other similar charges.

Invoices shall be dated and sent to Buyer on the date the products sold hereunder are shipped. Payment shall be due from Buyer as shown on Seller's Quotation. Title to the goods shall pass from Seller to Buyer upon being loaded for shipment, whether by common carrier, by Seller's or Buyer's own trucks or otherwise.

Seller shall retain a security interest in all products shipped to Buyer until the full purchase price therefor has been paid. Buyer's failure to pay any amount when due shall give Seller the right to repossess and remove the products at any time upon giving ten (10) days' prior written notice. Such repossession shall be in addition to any other remedies Seller may have.

3. **DELIVERIES:** The delivery schedule is subject to confirmation at the time of receipt of Buyer's purchase order at Seller's home office in Kansas City, Missouri.

Seller shall not be liable for nor deemed in default by reason of any delay or failure in the performance of this contract in any particular, when any such delay or failure is caused in whole or in part by any act of God or the public enemy; law, regulations, or order of any governmental agency; riot, strike, or civil commotion; or any other cause, direct or indirect, beyond Seller's control.

4. **INSTALLATION AND TRAINING:** When specified on the Quotation and subsequently contained in Buyer's purchase order, Seller will install the products at Buyer's plant after notification that the unit has arrived. Training on maintenance, calibration and programming will be concurrent with installation and test acceptance period, not to exceed two (2) days.

5. **WARRANTIES:** Seller warrants that the products described on Seller's Quotation for a period of one year from the date of original shipment (the "Warranty Period"), will be free from defects in material and workmanship and that good title to such products will be conveyed to Buyer. **THE WARRANTIES IN THESE TERMS AND CONDITIONS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR ANY PARTICULAR PURPOSE, AND OF NON-INFRINGEMENT.**

If said products do not conform to this warranty within the Warranty Period, Seller, at its own expense, shall be obliged only to repair or replace the products, but only after receiving written notification of any defects (within said one year period) and substantiation that the products have been stored, installed, maintained and operated in accordance with Seller's recommendations and standard industry practice. If Seller directs, Buyer shall return parts claimed to be defective to Seller with transportation prepaid. If upon examination by Seller, the products are found to be defective under the terms of this warranty, Seller shall in addition to repair or replacement, pay for return transportation.

THIS WARRANTY IS EXCLUSIVE. THE SOLE AND EXCLUSIVE OBLIGATION OF SELLER SHALL BE TO REPAIR OR REPLACE DEFECTIVE PRODUCTS IN THE MANNER AND FOR THE PERIOD PROVIDED ABOVE SELLER SHALL NOT HAVE ANY OTHER OBLIGATION WITH RESPECT TO THE PRODUCTS, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR OTHERWISE.

THIS WARRANTY DOES NOT EXTEND TO PRODUCTS WHICH ARE BOTH NOT MANUFACTURED BY SELLER AND NOT ORIGINALLY SPECIFIED BY SELLER AS PART OF ITS SYSTEM. AS TO SUCH PRODUCTS, SELLER CONVEYS TO BUYER THE WARRANTY, IF ANY, OF SELLER'S SUPPLIER.

THIS WARRANTY DOES NOT APPLY TO PRODUCTS UPON WHICH REPAIRS HAVE BEEN AFFECTED OR ATTEMPTED BY PERSONS OTHER THAN SELLER'S EMPLOYEES.

Seller's employees' or representatives' **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES**, shall not be relied upon by the Buyer, and are not part of the contract for sale.

6. **CONSEQUENTIAL DAMAGES:** Seller shall not under any circumstances, whether growing out of any product failure, non-delivery or late delivery of products, be liable for special or consequential damages, such as, but not limited to damage or loss of other property or equipment, or apparatus, whether or not

connected or not connected to or used in connection with products sold hereunder, loss of profits or revenue, costs of capital, loss of goodwill, or claims by Buyer's customers. The remedies of Buyer set forth herein are exclusive, and the liability of Seller with respect to the products, or anything done in connection therewith, or from the manufacture, sale, delivery, resale, installation or use of any of the products sold under this contract, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise shall not, except as expressly provided herein, exceed the price of the products upon which such liability is based. All model-numbered items relating to these Terms and Conditions are standard items of manufacture of Seller, and are not specifically manufactured for Buyer.

7. **COMPUTER PROGRAMS:** Computer programs and data relating to this contract are and shall remain the property of Seller, are protected by United States Copyright Law, and contain valuable trade secrets of Seller. Upon acceptance of Buyer's purchase order, Seller shall be deemed to have granted to Buyer a non-transferable and non-exclusive license to use the computer programs and data and the manuals and guides associated with the products sold hereunder solely in connection with the operation and maintenance of such products. Buyer agrees that it will not copy, disassemble, de-compile or reverse engineer any computer program provided by Seller or otherwise appropriate them without the written permission of Seller, provided however, that software may be copied for Buyer's internal use for back-up and archiving purposes. Any permissible copies shall contain Seller's copyright notice affixed in accordance with regulations of the United States Copyright Office. Buyer agrees that it will not disclose the contents of any drawings, plans, manuals, specifications, or computer programs or sell or otherwise appropriate them without Seller's written consent.

8. **INDEMNIFICATION:** Except insofar as this contract calls for articles or materials pursuant to Buyer's drawings or specifications, Seller agrees to defend any suit or proceeding against Buyer based upon a claim that the manufacture, sale or use of products sold hereunder or computer programs licensed hereunder infringes any United States patent or copyright in effect as of the date of contract and agrees to pay the amount of reasonable costs incident thereto PROVIDED Seller is notified of the threat or commencement of such suit or proceeding promptly and is given an opportunity with the cooperation of Buyer to conduct the defense or settlement thereof. No responsibility is assumed for actual or alleged infringement of any foreign patent. Buyer agrees to pay to Seller all costs based upon a claim of infringement resulting from Buyer's combining any product manufactured by Seller with any article or device not manufactured or supplied by Seller or from the sale or use of any such combination by Buyer.

9. **TAXES AND DUTIES:** In addition to the purchase price, Buyer shall pay all sales, use and excise taxes, tariffs, duties, and other charges imposed by any country, state, locality or other political subdivision in connection with the sale or use of the products sold hereunder.

10. **GOVERNMENT CONTRACTS:** To the extent Buyer's order is under a Government prime contract shown on Buyer's order, Seller agrees to comply with the terms and conditions Buyer is mandated by law on Defense Acquisition Regulations (DAR) to impose on Seller. Buyer agrees upon request to notify Seller of such applicable terms and conditions for such notification shall not be binding on Seller unless and only to the extent they are mandated to be imposed on Seller by law or DAR.

11. **ACCEPTANCE OF PRODUCTS:** Except when Seller's Quotation provides for acceptance testing, Buyer shall be deemed to have accepted the products sold hereunder upon their receipt. When acceptance testing is indicated on the Quotation, testing shall be conducted in accordance with Seller's standard testing procedures. Successful completion of the procedures shall constitute acceptance of the products.

12. **REMEDIES:** If Buyer fails to make required payments or breaches any of the other terms or conditions hereof, Seller shall have the right to terminate this agreement and withhold further deliveries. The remedies provided herein shall be cumulative and in addition to any other remedies allowed by law or in equity. The failure of seller to exercise the remedy shall not constitute a waiver of the right to exercise that or any other remedy, and no waiver of any breach of any provision hereof shall operate as a waiver of any other breach of the same or any other provision.

13. **APPLICABLE LAW:** The Quotation and these Terms and Conditions shall be governed by the Missouri Uniform Commercial Code as adopted and in effect on the date Buyer accepts the Quotation.

14. **MISCELLANEOUS:** The Quotation and these Terms and Conditions are intended by the parties as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used herein, and no modification shall be binding on Seller unless made in a writing signed by Seller. Buyer shall not assign its right or delegate its duties hereunder.