

MICRO DECISIONS INC.

STANDARD TERMS AND CONDITIONS OF SALE

1. **SCOPE** - The terms and conditions of sale contained herein apply to all quotations made and purchase orders submitted to and accepted by the Seller. Seller's acceptance of Buyer's order is expressly conditional upon Buyer's consent to the terms and conditions contained herein, which shall govern, irrespective of any items and conditions which may be affixed to or contained in Buyer's form or order blank and/or specified by Buyer. The terms and conditions contained herein shall be deemed accepted by the Buyer either by written acknowledgment or by acceptance of delivery by Buyer of the goods ordered from seller unless Seller receives written notice of rejection of the terms or conditions contained herein prior to acceptance of delivery by Buyer. The acceptance of those goods shall constitute assent to the terms and conditions contained herein. Seller's failure to object to any provisions contained in any communication from Buyer shall not be deemed a waiver of the provisions of this acceptance. Any changes in the terms and conditions of sale contained herein must be specifically agreed to in writing by the President of the Seller before becoming binding on either the Seller or the Buyer.

All orders or contracts must be approved and accepted by an Authorized Representative of the Seller at its home office.

The said terms and conditions of sale shall be applicable whether or not they are attached to or enclosed with the products to be sold or sold hereunder.

Prices quoted for the items described above and acknowledged hereby are not subject to audit, price revision, or price redetermination by the Buyer.

2. **PAYMENT** - Invoices for material delivered under this order are payable only in funds which are accepted at par in the United States. All terms are from date of invoice or shipment, whichever is sooner. These terms of payment are subject, nevertheless, at all times to the approval of Seller's President, and in case of doubt arising as to Buyer's financial responsibility, shipment may be suspended until satisfactory assurance of Buyer's responsibility is received.

In the event that payment is received in excess of 30 days from the date of invoice, a Service Fee of 1½% per month (18% per annum) shall be assessed. In the event collection procedures are required by Seller, the Buyer shall pay all costs of collection, whether or not legal proceeding are instituted, including but not limited to collection fees, attorney fees, court costs incurred by Seller and all accrued interest.

All goods sold hereunder may be tendered by a single delivery or by delivering in lots at Seller's discretion. Payment shall be made accordingly upon receipt of each shipment. This contract is entire and non-severable, notwithstanding the fact that separate shipments and payments may be made hereunder. In the event shipments are delayed by the Buyer, payments shall become due on the date when the Seller is prepared to make shipment. In the event the work covered by the purchase order is delayed by the Buyer, payments shall be based on the purchase price and the percentage of completion. Products held for the Buyer shall be so held at the risk and expense of the Buyer. The Seller reserves the right to ship to its order and make collection by sight draft with bill of lading attached.

Seller reserves the right to suspend credit at any time when in its sole judgment the financial condition of the Buyer warrants such action. At such time, without releasing Buyer of its obligation to accept goods hereunder. Seller may thereupon require that Buyer pay his account in full and pay cash on all future deliveries as a condition to such deliveries and treat failure to do so as a breach of this entire contract, terms of credit hereunder to the contrary notwithstanding.

3. **TRANSPORTATION** - All products not specifically designated otherwise are sold F.O.B. shipping point, Seller's plant; and the cost of transportation thereof shall be borne by the Buyer. Seller's title passes to Buyer and Seller's liability as to delivery ceases upon making delivery of material purchased hereunder to carrier at shipping point in good condition with the carrier acting as Buyer's agent. All claims for damages must be filed with the carrier. All shipments will normally be made by Parcel Post, Railway Express, Air Express or Air Freight. Unless specific instruction from Buyer specify which of the foregoing methods of shipment is to be used, the Seller will exercise his own discretion. Buyer shall bear all risk of loss or damage to the goods upon Seller's delivery of the goods to the carrier.

4. **DELIVERY** - Shipping dates are approximate and based upon prompt receipt from Buyer of all information necessary to arrive at mutually agreeable delivery schedules. In no event shall Seller be liable for any procurement costs or for damages caused by delay or nondelivery due to causes beyond its control, including but not limited to acts of God, acts of civil or military authority, priorities, fires, strikes, lockouts, slowdowns, factory or labor conditions, and manufacturers inability due to causes beyond the Seller's control to obtain necessary labor, materials, or manufacturing facilities or any other causes similar or dissimilar beyond Seller's control. In the event of any such delay the date of delivery shall be deferred for a period equal to the time lost by reason of the delay.

5. **WARRANTY AND LIMITATION OF LIABILITY** - Seller warrants to the original purchaser of its goods that the goods shall be free from defects in materials and workmanship during a one (1) year period running from the date of shipment. Seller's obligations under this warranty are specifically limited to replacing or repairing the goods which are shown by Seller's examination to be in a defective condition attributable to Seller. To qualify for this limited warranty, Buyer must return the goods to Seller, within a reasonable time after discovery of the defect, and within the one (1) year period. Seller will examine the goods. If Seller determines that there is a defect attributable to it, it will correct the problem within a reasonable time. If the goods are covered by this limited warranty, Seller will assume the expenses of repair. If any defect attributable to Seller under this limited warranty cannot be reasonably cured by repair or replacement, Seller may elect to refund to Buyer the purchase price of the goods, less reasonable depreciation, in complete discharge of its obligations under this limited warranty. If Seller makes this election, Buyer shall return the goods to Seller free and clear of any liens or encumbrances.

This is a limited warranty. The original purchaser of the goods and any person to whom they are transferred, shall not be entitled to recover from Seller any consequential or incidental damages for injury to person and /or property resulting from any defective goods sold by Seller or from Seller's breach of this contract. It is agreed and understood that the price stated for the goods is in part consideration for limiting Seller's liability.

Seller shall have no obligation under this limited warranty if the goods are, or have been, misused or neglected or if there have been accidents to the goods or if it has been repaired or altered by someone else.

Seller may provide to Buyer data relating to the goods sold and the application of the goods to Buyer's purpose. Any information is for general use only in order to enable Buyer to make its own independent determination as to the suitability of the goods for Buyer's intended application.

Seller does not represent or warrant to Buyer the suitability of the goods for Buyer's intended use. This is Buyer's decisions alone.

SELLER EXPRESSLY LIMITS WITH RESPECT TO THE GOODS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE TO THE ONE (1) YEAR WARRANTY PERIOD. AFTER THE 1 YEAR WARRANTY PERIOD EXPIRES, SELLER EXPRESSLY DISCLAIMS WITH RESPECT TO THE GOODS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY OF ANY NATURE MADE BY SELLER BEYOND THAT STATED IN THIS DOCUMENT.

6. **PATENTS** - Seller shall have no liability of any kind with respect to any actual or alleged infringement of any United States or Foreign patent, trademark, copyright, trade secrets or similar proprietary rights. Buyer agrees to look solely to the manufacturer or licensor of the products with respect to any claim of infringement.
7. **INSTALLATION** - Buyer shall be solely responsible for the installation and operation of the goods covered hereby, including without limitation, the obtaining of all permits, licenses or certificates required for the installation or use of such goods.
8. **USE OF PRODUCTS IN LIFE SUPPORT APPLICATION** - Goods sold by Seller are not authorized to be used in life support equipment or for applications in which the failure or malfunction of the goods would create a situation in which personal injury or death is likely to occur. Any such use is at the sole risk of Buyer, and Buyer agrees to indemnify and defend Seller against, and hold Seller harmless from, all damages, costs and expenses, including without limitation, attorneys' fees and costs relating to any lawsuit or threatened lawsuit arising out of such use or sale.
9. **TECHNICAL ADVICE AND DATA** - Any technical advice offered or given in connection with the use of any goods is as an accommodation to Buyer, without charge, and Seller shall have no responsibility or liability whatsoever for the content or use of such advice.
10. **TAXES** - Seller's prices do not include sales, use, excise or similar taxes. Accordingly, Buyer shall, in addition to prices specified by Seller, pay any sales, use, excise or similar tax attributable to the sale of the goods covered hereby, or, in lieu thereof, provide Seller with tax exemption certificates acceptable to the taxing authorities.
11. **CANCELLATION** - If payments required hereunder are in default, Seller reserves the right to treat such failure to make timely payments as a breach of this entire contract and at its sole option: withhold further shipments, cancel the order, demand that the entire amount under the contract be paid upon tender of all goods ordered hereunder, or require Buyer to pay his account in full and pay cash on all future deliveries as a condition to such deliveries. Seller additionally reserves the right to cancel the order if prevailing conditions beyond the control of Seller from any cause whatsoever make it impossible or impractical to make the shipments. In case of such cancellation, Seller shall incur no liabilities. In the event of cancellation by Buyer for any reason whatsoever, in addition to all other charges and damages, Buyer will be required to pay a cancellation fee which will be determined by Seller based on expenditures incurred as of the time of cancellation. In the event that partial shipments have been made, unit prices for delivered items shall be adjusted to reflect the unit price related to the lessor quantity actually delivered.
12. **GENERAL TERMS** - The terms and conditions of this agreement represents the entire agreement and understanding of the parties hereto and supersedes all previous agreements and understandings between them both written and oral, relating to the subject matter hereof. This agreement shall be governed by the laws of the State of Indiana. If any of this agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulation of any such jurisdiction in which it is sought to be enforced, then such provision to that extent shall be deemed inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event Seller is required to enforce any provision of this agreement, Buyer shall pay all costs of such enforcement, whether or not legal proceeding are instituted, including but not limited to attorney fees, expenses and court costs. This agreement may be modified only by a writing duly signed by both parties hereto. The several captions used herein are for the convenience of the parties only and shall not affect the construction or interpretation hereof.