

STANDARD TERMS AND CONDITIONS OF SALE

GENERAL. These Standard Terms and Conditions of Sale contain the entire understanding and agreement between Uster Technologies, Inc. ("Uster") and Customer with respect to the subject matter hereof. Any contrary prior written or oral understanding or agreement is no longer valid. These Standard Terms and Conditions of Sale shall supersede any prior or subsequent writings sent to Uster by Customer. **BY REQUESTING AN ORDER FROM USTER, CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS OF SALE.** These Standard Terms and Conditions of Sale may not be altered, modified or waived except by a writing signed by both Uster and Customer which expressly so modifies or waives a particular term.

APPLICABLE LAW. This agreement shall be governed by and construed under the laws of the State of Tennessee, U.S.A., including the Uniform Commercial Code as adopted in Tennessee, but excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods and without regard to conflicts of law principles; provided, however, that terms of delivery and risk transference hereunder shall be governed by and construed under Incoterms 2010; provided further, however, that collection hereunder shall be subject to the Uniform Rules for Collections in accordance with International Chamber of Commerce Publication No. 522 and Uniform Customs and Practice for Documentary Credits, UCP600 or as subsequently revised.

ERRORS. All clerical errors are subject to correction.

SPECIFICATIONS. All specifications shown in Uster's literature are subject to change without notice.

CANCELLATION. Orders are not subject to cancellation or change without Uster's written consent and then only upon agreement to compensate Uster for all loss caused by such cancellation or change.

RETURNS FOR CREDIT. No returns for credit will be accepted unless Uster's permission has been obtained in writing, in each case, in advance.

TERMS OF PAYMENT. Unless otherwise stated, invoices on open account shipments are payable upon receipt of invoice date for parts or equipment. Customer shall make a late payment charge to Uster on all amounts past due at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) from the date due until paid, or at the maximum rate allowed by law, whichever is less. Goods held by Uster beyond delivery date at Customer's request will be invoiced on the original shipping date shown herein and terms of payment will apply as from invoice date. Such goods will be subject to charges for warehousing and other expenses incident to such delay.

PASSING OF TITLE. Unless otherwise stated, title will pass to Customer at time of delivery to either the first carrier or the named destination in accordance with CIP (Incoterms 2010). Goods are carefully packaged for shipment and Uster will not be responsible for loss, delay or breakage after such delivery. Unless otherwise agreed in writing, goods will be shipped by the method and via carrier Uster believes dependable.

SECURITY INTEREST. Customer agrees to pay Uster in full for parts or equipment purchased in accordance with the above terms of payment. As security for the prompt payment and performance of its obligations hereunder, Customer hereby grants Uster a security interest in and lien upon such parts and equipment, which security interest shall attach without any further action by any person. Customer agrees that, until paid for in full, such parts and equipment shall remain personal property. Customer authorizes Uster to file a financing statement and agrees to perform all other acts necessary to enable Uster to perfect and preserve such security interest.

TAXES. Prices quoted do not include sales, use, excise or similar taxes. Taxes based on Uster's sales prices will be paid by Customer and will be added to the invoice sales prices in states in which Uster is a registered collection agent (except where exemption certificates are furnished to Uster by Customer in advance of invoicing).

INSTALLATION. Unless otherwise expressly agreed in writing, the sales price does not include cost of installation. Upon Customer's request, installation supervision will be provided at Uster's then-current field service rates. Customer is responsible for ensuring that installation complies with local, state and federal regulations.

STANDARD TERMS AND CONDITIONS OF SERVICE

General. These Terms and Conditions of Service contain the entire understanding and agreement between Uster Technologies, Inc. ("Uster") and Customer with respect to the subject matter hereof. Any contrary prior written or oral understanding or agreement is no longer valid. These Terms and Conditions of Service shall supersede any prior or subsequent writings sent to Uster by Customer. **BY REQUESTING SERVICE FROM USTER, CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS OF SERVICE.** These Standard Terms and Conditions of Service may not be altered, modified or waived except by a writing signed by both Uster and Customer which expressly so modifies or waives a particular term.

Applicable Law. This agreement shall be governed by and construed under the laws of the State of Tennessee, U.S.A., including the Uniform Commercial Code as adopted in Tennessee, but excluding the 1980 United Nations Convention on Contracts for the International Sale of Goods and without regard to conflicts of law principles; provided, however, that terms of delivery and risk transference hereunder shall be governed by and construed under Incoterms 2010; provided further, however, that collection hereunder shall be subject to the Uniform Rules for Collections in accordance with International Chamber of Commerce Publication No. 522 and Uniform Customs and Practice for Documentary Credits, UCP600 or as subsequently revised.

Requests for Service. Upon request by Customer, Uster will provide periodic or remedial maintenance on Uster-supplied equipment. Uster reserves the right to decline any service request relating to equipment which has not been properly maintained and operated in accordance with Uster's standard procedures. All service requests are subject to the availability of Uster service technicians and to pre-existing service commitments.

Compensation. Customer shall pay Uster for its services on a tiered, materials and expense basis at the rates set forth on the face of this invoice. All payments are due upon presentation of invoice.

Normal Operating Hours. Uster's normal operating hours are from 8:00 a.m. to 12:00 noon and 1:00 p.m. to 5:00 p.m., Monday through Friday except Uster holiday. Service work performed during normal operating hours is charged at normal rates. Overtime in excess of eight (8) hours per day and service work performed on weekends is charged at one and one-half (1.5) times the normal rates. Service work performed on Uster holidays and holiday weekends is charged at two (2) times the normal rate.

Travel Time. Travel charges are computed from the time the Uster technician leaves his home office until he arrives back at his home office. Travel time is computed at the rate of .60 per mile for automobile travel and actual travel time, including terminal waiting time, for air and/or rail travel. If travel is required on weekends or holidays so that service work can begin early on the next workday, the appropriate weekend or holiday rate will be charged.

Extended Assignments. Travel time and transportation costs are charged for Uster service technicians to return home every second weekend during field assignments exceeding two (2) weeks in duration.

Customer Obligations. Customer shall provide the Uster service technician with a safe and suitable place in which to work and shall supply any requested supplies, support services or materials. Customer shall indemnify and hold Uster harmless from any claim arising out of the injury to or death of any Uster service technician to the extent that any such injury or death is caused in whole or in any part by the negligence of Customer or by any condition which exists or fails to exist at Customer's premises.

Service Warranty. Uster warrants that its services will be performed in a workmanlike and competent manner. **USTER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTY THAT ITS SERVICES WILL RESOLVE ANY SPECIFIC PROBLEM.** Customer should review its security measures to confirm ample protection against any invasive agents including but not limited to: viruses, worms, Trojan horses and spyware. If Uster breaches the warranty set forth above, it shall use its reasonable best faith efforts to resolve the problem at no cost to the Customer. This obligation shall be Customer's sole and exclusive remedy in respect of any claim against Uster for breach of service warranty or in respect of any claim against Uster based on or relating to any service provided by Uster or any parts and materials provided by Uster in connection with those services. **USTER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: LOST PROFITS, INTERRUPTION OF OPERATIONS, PERSONAL INJURY OR PROPERTY DAMAGE.** Any action for breach of this contract must be commenced within one (1) year after the cause of action has occurred.

Parts Warranty. Uster guarantees to repair or replace, at Customer's option, CIP (Incoterms 2010) the named destination, any parts supplied by Uster as part of Uster's service hereunder and found to be defective in material or workmanship, under normal use, within one hundred eighty (180) days of supply by Uster, unless otherwise noted in writing (90 days for refurbished parts). This warranty shall not apply to any parts which have been improperly installed by or which have been repaired or modified by anyone other than an Uster technician. Claims under this warranty must be made in writing and no returns or charges for repairs or alterations will be honored without Uster's prior consent in writing. **USTER MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PARTS IT PROVIDES AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** This obligation shall be Customer's sole and exclusive remedy in respect of any claim against Uster for breach of parts warranty or in respect of any claim against Uster based on or relating to parts or materials provided by Uster. Repair or replacement due to accident, misuse, neglect or other than normal use will be charged at Uster's then-current rates. Liability of Uster arising out of the sale or supply of these goods or their use shall in no case exceed the lesser of the cost of correcting defects in the goods or the sales price thereof. **USTER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO: INTERRUPTION OF OPERATIONS, LOST PROFITS, PERSONAL INJURY OR PROPERTY DAMAGE.** Any action for breach of this contract must be commenced within one (1) year after the cause of action has occurred.

Confidential Information. Customer acknowledges that Uster has a proprietary interest in all information, technical data, designs, drawings, specifications and memoranda relating to the services performed or materials and parts provided (the "Information"), that the Information is a unique, valuable and special business asset of Uster, and that Uster would be seriously and irreparably harmed by disclosure or misuse thereof. Customer agrees that it will not use the Information for any purpose other than the installation, servicing and operation of Uster-supplied equipment, that it will not reverse engineer any Uster-supplied part or equipment, that it will not copy any part of the Information or disclose any part of the Information to any person or entity other than its employees who need such Information to perform their work, and that it will return all copies of the Information to Uster upon request. Customer additionally agrees that it will use reasonable care to ensure that its employees, subcontractors and suppliers do not disclose any part of the Information to any person or entity or appropriate any part of the Information for their own use.

Force Majeure. Uster shall be excused from performance and shall not be liable for any delay caused in whole or in part by the occurrence of any contingency beyond the reasonable control of Uster. Such contingencies include, without limitation: war, insurrection, riot or other acts of civil disobedience, delays in transportation, failure by suppliers to deliver any required materials or manufacturer going out of business or no longer makes equipment, acts of any governmental agency affecting the terms of this agreement, judicial action, labor dispute, accident, fire, explosion, flood, severe weather or other acts of God, shortage of labor, fuels, raw materials or machinery or power failure.