

These terms and conditions, and any proposal, price list or schedule, quotation, or acknowledgement, and all documents incorporated by reference therein, hereinafter collectively the Proposal, binds Experitex, Inc., hereinafter Supplier, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Supplier for the sale of goods (Goods) including (except as provided in section 13) firmware incorporated therein.

1. Acceptance: Acceptance of this agreement by Buyer within 30 days of the date hereof (or such longer period as Supplier shall, in its sole discretion, agree to in writing) create a contract between Supplier and Buyer for the sale of Goods. By accepting this agreement within the requisite time period, Buyer agrees to accept all of the terms and conditions of this Agreement. To the extent Buyer's purchase order or any other statement of Buyer contains any terms or conditions in addition to or different from the terms of this agreement, such terms and conditions are hereby rejected by Supplier and hereby waived by Buyer and such terms and conditions shall not affect this agreement nor be binding upon Supplier absent an express written statement by Supplier to the contrary. This Agreement constitutes the entire agreement and understanding between the parties with respect to the delivery of the Goods and supersedes any other negotiations, agreements and representations between the parties, written or oral. No modification of this agreement shall be of any force or effect unless in writing and signed by Supplier. **IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND CONDITIONS AND THE PROPOSAL, THE TERMS OF THE PROPOSAL SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN ANY CHANGE ORDER AND THESE TERMS AND CONDITIONS OR THE PROPOSAL, THE TERMS OF THE CHANGE ORDER SHALL GOVERN.**

2. Prices: Unless otherwise specified by Supplier, Supplier's price for the Goods shall remain in effect for thirty (30) days after the date of Supplier's quotation or acceptance of the order for the Goods, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods pursuant to Supplier's standard order processing procedures is received and accepted by Supplier within such time period. If such authorization is not received by Supplier within such thirty (30) day period, Supplier shall have the right to change the price for the Goods to Supplier's price in effect for the Goods at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Supplier's quotation. Notwithstanding the foregoing, the price for Goods sold by Supplier, but manufactured by others, shall be Supplier's price in effect at the time of shipment to Buyer.

3. Delivery: All shipping dates are approximate and are based upon Supplier's prompt receipt of all necessary information from Buyer to properly process the order. Unless otherwise provided, Supplier will select the method of transportation and delivery for Goods. Payment for delivery will either be freight collect or prepaid by Supplier and charged to Buyer as a separate item on their invoice. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, legal title to the Goods and risk of loss thereto shall transfer to Buyer upon delivery to the freight carrier at the shipping point. Buyer's sole remedy for lost Goods, damage caused during shipment or any delay attributable to shipment shall be an action against the carrier. Buyer agrees to hold Supplier harmless against any and all penalties, claims, demands, losses, causes of action, suits, judgments, costs and expenses, including reasonable attorneys' fees, of whatever nature arising out of or in connection with the shipment of Goods.

4. Documentation: Supplier shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Supplier, they shall be provided to Buyer at Supplier's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Supplier.

5. Force Majeure: Supplier shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Supplier's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

6. Modification, Returns, Termination and Suspension by Buyer: Should Buyer request Supplier modify the specifications for Goods covered by the Agreement, the Agreement price and/or delivery dates shall be likewise adjusted by Supplier. Buyer may return, terminate or suspend its order for any or all of the Goods covered by the Agreement only upon Supplier's written consent or pursuant to Supplier's applicable policy or practices covering such termination or suspension. Should Buyer request modification, return, termination or suspension, Supplier is entitled to payment for all costs and expenses incurred for work, materials, and Goods rendered unnecessary or unusable. Additionally, any return of Goods is subject to a minimum of a 25% restocking charge. Supplier may, at Supplier's sole discretion, terminate the Agreement without liability to Buyer if Buyer (i) fails to meet its obligations identified in the Agreement or these terms and conditions, or (ii) becomes insolvent or bankrupt.

7. Limited Warranty: Subject to the limitations contained in Section 8 and except as otherwise expressly provided herein, the only warranty provided by Supplier for the sale of Goods are those provided by the manufacturers of the Goods to the extent such warranties may be passed on or assigned. **THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS REGARDLESS OF WHETHER GOODS WERE MADE PURSUANT TO CLIENT'S SPECIFICATIONS OR WHETHER GOODS ARE USED ALONE OR IN COMBINATION WITH OTHER PRODUCTS.**

8. Limitation of Remedy and Liability: SUPPLIER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT OR REFUND OF PURCHASE PRICE UNDER THE LIMITED WARRANTY CLAUSE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SUPPLIER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SUPPLIER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL AND CLAIMS OF BUYER'S CUSTOMERS.

9. Patents: The Supplier does not warrant that the buyer shall be free from any rightful claim of third persons for patent infringement except to such extent as it passes on the manufacturer's warranty regarding patents that it receives with the purchase of Goods to the extent such warranty may be passed on or assigned.

10. Taxes: Any tax or governmental charge payable by the Supplier because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Supplier's option be billed to and paid by Buyer unless the Buyer provides Supplier with a tax exemption certificate acceptable to Supplier and the taxing authority. The foregoing shall not apply to taxes based upon Supplier's net income.

11. Terms of Payment: Unless otherwise agreed by Supplier, terms are F.O.B. shipping point, net 30 days from date of Supplier's invoice. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. Payment of invoices is not subject to unilateral discounting or reductions by Buyer. If any payment owed to Supplier hereunder is not paid when due, it shall bear interest, at a rate to be determined by Supplier which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Supplier shall have the right, among other remedies and without waiving any claims or incurring any liability, to defer shipments, to terminate the Agreement, to suspend further work in progress under this and/or other agreements with Buyer, and to require security in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

12. Security Interest: Supplier hereby reserves to itself and Buyer further grants unto Supplier a security interest in and to all Goods to be shipped to the Buyer hereunder, and the proceeds thereof, to secure to Supplier the full payment of the purchase price. Buyer agrees, upon Supplier's request, to execute such UCC financing statements reflecting Supplier's security interest. No Goods furnished by Supplier shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due shall give Supplier the right to possession and removal of or to render unusable the equipment.

13. Software and Firmware: Notwithstanding any other provision herein to the contrary, Supplier or applicable third party owner shall retain exclusive title to its respective firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware incorporated into the Goods. Buyer's use of certain firmware (as specified by Supplier) and all other software shall be governed exclusively by Supplier' sand/or third party owner's applicable license terms.

14. Buyer Supplied Data: To the extent Supplier has relied upon any specifications, information, representation of operating conditions, or other data or information supplied by Buyer to Supplier in the selection or design of the Goods and the preparation of Supplier's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

15. Export/Import: Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and jurisdiction in which the Supplier and Buyer are established or form which items may be supplied.

16. General Provision: (a) Buyer shall not assign its rights or obligations under the Agreement without Supplier's prior written consent (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two (2) years after the cause of action as accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Supplier. (e) The Agreement is formed and shall be construed, performed, and enforced under the laws of the State of Missouri. (f) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed omitted without affecting the validity of the remainder of the Agreement (g) Any failure by either party to enforce any provision of this agreement or of any order shall not constitute a waiver of the provisions or prejudice the right of either party to enforce the provision at any subsequent time.