

Terms and Conditions of Sale

All products furnished by Relyco Sales, Inc. ("Seller") shall be in accordance with the following terms unless otherwise stated in writing:

Acceptance And Complete Agreement. These Terms and Conditions ("Terms and Conditions") govern all sales quotations and sales of components, equipment, parts, and other products ("Product") from, Seller to the buyer of the Products ("Buyer") and, together with any additional terms that are included with any Product, shall constitute the complete agreement between the parties and may not be altered or modified except in writing duly executed by each party. The parties agree there are no agreements between the parties, oral or written, with respect to the Products (including any made or implied from past dealings) except as expressed herein. Any terms or conditions on any of Buyer's forms, correspondence, or orders that are different from or in addition to these Terms and Conditions are specifically rejected. Seller's failure to object to provisions contained in any communication from Buyer shall not be construed as a waiver of these Terms and Conditions or as an acceptance of any such provision. No order shall be binding upon Seller unless and until such order is accepted (or otherwise processed) by Seller at its principal office in New Hampshire. Buyer's order will be deemed a representation that Buyer is solvent and able to pay for the Products ordered.

Prices. Unless otherwise specified in writing by Seller, orders will be billed at prices as specified on Seller's then current list price, which shall be subject to change from time to time. Prices quoted are FOB shipping point (for delivery within the United States). Any products to be manufactured or provided by any third party which are assigned for purchase to Seller by Buyer in connection with an accepted order shall be assigned at the current price in effect at the time of Seller's acceptance of Buyer's order. Should the price of any such products increase prior to Seller's shipment, Seller's price to Buyer shall be increased by the difference between the original price and the price in effect at the time of shipment to Buyer.

Taxes. Unless otherwise specified in writing by Seller, prices do not include federal, state, or local sales, use, or other taxes or governmental charges of any nature whatsoever, now or hereafter enacted, or any other fees, bonds or other assessments. All such taxes, governmental charges, fees, bonds and assessments shall be paid by Buyer unless Buyer provides Seller with a proper exemption certificate. Buyer agrees to indemnify Seller and hold it harmless from any and all such taxes, governmental charges, fees, bonds and assessments, and any and all interest and penalties related thereto. Seller may, in its discretion, add such taxes, governmental charges, fees, bonds and assessments to its invoice.

Terms and Methods of Payment. All payments are to be made in U.S. Dollars. Unless otherwise specified in writing by Seller, payment terms are 1% 10 net 30 from date of Seller's invoice. Past due amounts will bear interest at 2% per month (24% per annum), but in no event more than the maximum amount permitted by law. Without limiting any other remedies available to it at law or in equity, Seller shall have the right to terminate the order or to suspend further deliveries under any order in the event that Buyer fails to make any payment to Seller when due. Seller may recover all costs of collecting past due amounts (including reasonable legal fees and expenses). Buyer acknowledges that a \$25 processing fee, in addition to any applicable late penalties, will be charged for each rejected credit payment or any check that is returned by the Buyer's bank for any reason.

Shipments. All Product will be shipped F.O.B. shipping point unless specifically agreed to by Seller in writing. Shipments shall be subject to approval of Buyer's credit by Seller. In the case where Buyer's credit is or has become unacceptable to Seller, in its sole discretion, Seller may, at its option, terminate the order, refuse to make shipment or refuse to make further shipments, in each case unless and until payment is made by Buyer or satisfactory security for payment is received by Seller, prior to shipment. In the absence of specific instructions, Seller will select the carrier but shall not be deemed thereby to assume any liability in connection with the shipment, nor shall the carrier be construed to be an agent of Seller. Buyer shall provide its own insurance. Title and risk of

loss or damage shall pass from Seller to Buyer upon delivery by Seller to the possession of the carrier. Any claims for loss, damage, or misdelivery shall be filed with the carrier. Unless otherwise specified in writing by Seller, Buyer is responsible for all site preparation and for receiving, storing, installing, starting up and maintaining all Product.

Delivery Dates. The estimated shipping schedule stated or confirmed by Seller is based on Seller's prompt receipt of all necessary information and/or goods from Buyer to properly process the order, and does not constitute a commitment or a guarantee to deliver Product in accordance therewith. Seller will use reasonable efforts to ship on or before the estimated shipping dates.

Security Interest. For each product shipped, Seller reserves a purchase money security interest ("PMSI"). Seller has the right to file a copy of this document as a financing statement. Any such PMSI shall extinguish upon Buyer's payment of the total contractual price. Wherever the products may be, they will remain movable property and Seller shall be able to dispose of it freely, totally or partly.

Force Majeure. Seller shall not be liable for any delay in delivery or performance, or for non-delivery or non-performance, in whole or in part, caused by the occurrence of any contingency beyond Seller's control, including, without limitation, riot or other act of civil disobedience, act of a public enemy, terrorism, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labor dispute, accident, fire, flood, storm or other act of God, shortage of labor, fuel, raw material, or machinery or technical failure, where Seller has exercised ordinary care in the prevention thereof. If any such contingency occurs, Seller may allocate production and deliveries among Seller's customers in any manner deemed reasonable by Seller.

Termination. No products may be returned without prior written approval of Seller. Orders accepted by Seller may be canceled by Buyer only with the written consent of Seller and upon Buyer's reimbursement of Seller for all losses, damages, costs, lost profits and expenses arising from such cancellation. Any deposits made by Buyer for orders accepted by Seller, and which are subsequently cancelled by Buyer, are not refundable. Seller shall have the right to cancel any order placed, or to refuse, or to delay, the shipment thereof for failure of Buyer to make all payments when due to Seller, or any other reasonable requirements established by Seller, or for any acts or omissions of Buyer that delay Seller's performance. In the event of bankruptcy or insolvency of Buyer, or in the event any proceeding is brought by or against Buyer, voluntarily or involuntarily, under any provision of the U.S. Bankruptcy Code or any other insolvency law, Seller shall be entitled to cancel any order then outstanding.

Non-Waiver of Default. If Seller elects to continue to make shipments or perform under an accepted order, Seller's action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for any such default.

Applicable Law. The validity, performance, and construction of these Terms and Conditions shall be governed by the laws of the State of New Hampshire. All controversies and disputes arising between the parties hereto shall be resolved by the state or federal courts in New Hampshire. The parties consent to jurisdiction of said courts and to service of process in any manner approved by said courts. The parties hereby acknowledge that the rules of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply hereto and shall not be used for interpretation of the sale of Products hereunder.

Government Contracts. If the Product is to be used in the performance of a government contract or subcontract, the government contract number and a statement to this effect shall appear on Buyer's purchase order, and in such event, those clauses of the applicable government procurement regulation which are mandatorily required by federal statute to be included in government subcontracts

shall be included in the order and, upon acceptance by Seller, shall be incorporated herein by reference.

Export. If the Products ordered are to be exported from the United States, the quoted shipping dates are subject to receipt of all export documents and authorizations. Regardless of ultimate destination, the prices quoted are based on packing for domestic shipment unless otherwise stated in writing. Buyer agrees to provide Seller in writing with the ultimate destination and identity of the end-user prior to shipment if the products are to be exported. Unless otherwise specifically agreed to by Seller in writing, Buyer shall not export, or re-export, either directly or indirectly, any Product or any system incorporating said Product, without first obtaining a license from the United States Department of Commerce or any other agency or department of the United States government, as required.

Assignment. These Terms and Conditions shall be binding upon and inure to the benefit of the parties and the successors and assigns of the entire business and goodwill of either Seller or Buyer, or of that part of the business of either used in the performance hereof, but shall not be otherwise assignable.

Remedies. All Seller's rights and remedies, whether evidenced hereby or by any other agreement, instrument, or paper, shall be cumulative and may be exercised singularly or concurrently.

Warranty. Buyer acknowledges that Seller is a supplier and not a manufacture of the Products. The only warranties applicable to the Products are those extended by the respective Manufacturer. Seller shall pass through and assign to Buyer, to the extent permitted by law, any and all third-party manufacturer's warranties on the Products. Buyer shall look solely to such third-party manufacturer for any repairs. SELLER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY PARTICULAR PURPOSE, OR NONINFRINGEMENT.

Limitations. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY EXCEED THE PRICE ACTUALLY PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCTS GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. SELLER SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS, MAY BE BROUGHT BY BUYER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. The foregoing allocation of risk and limitation of liability has been agreed to by the parties and forms the basis of their willingness to enter into any accepted order.

Waiver - No failure to exercise and no delay in exercising on the part of Seller any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

Validity Of Provisions - In the event any provision or any part or portion of any provision of these Terms and Conditions shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect any other provision hereof.

Revised August 9, 2006. This revision supersedes all previous revisions and versions.