1. Acceptance. These terms and conditions of sale ("Terms") are applicable to all quotations, purchase orders and/or requests for service (collectively, "Orders"), and are the only terms and conditions of sale applicable to the sale or other provision of Seller's products ("Products") and/or services ("Services") to Buyer, except those that relate to prices, quantities, delivery schedules and the description and specifications of the Products and/or Services. Seller hereby objects to and rejects any other terms and conditions of the buyer unless (a) appending the Software, Buyer acknowledges that Buyer's acceptance of Products and/or Services requested in an Order will constitute its acceptance of these Terms.

2. Billing and Payment.

(a) The normal credit period is 30 days from the later of Buyer's receipt of invoice or delivery of Products and/or Services unless otherwise agreed in writing by Seller. Seller reserves the right to assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Seller may require payment in advance if in Seller's opinion Buyer's financial conditions are not satisfactory.

(b) Unless otherwise specifically indicated by Seller, prices quoted are exclusive of, and Buyer agrees to pay, shipping and related fees, foreign, federal, state, local excise, sales, use, or other taxes, or duties, except only taxes based on Seller's income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Seller prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Seller does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer shall promptly make payment to Seller or directly to such taxing authority if requested by Seller.

(c) Payments are not subject to setoff or recoupment for any present or future claim by Buyer against Seller, except as otherwise agreed by the parties in writing.

(d) Pricing is subject to change only by Seller upon any change in information and/or requirements during the course of an Order. Otherwise all pricing is firm. Seller does not represent that its prices will be the lowest charged to any other customer or comparable to any other prices charged to third parties.

3. Changes. Orders may be amended by either party by written change order signed by both parties setting forth the particular changes and effect of such changes on price and/or time of delivery. Seller reserves the right to charge Buyer additional fees for changes in drawings and/or designs required after Product installation and/or set-up resulting from: (1) incorrect tolerances furnished by Buyer; (2) deviations from specifications submitted by Buyer; and (3) causes beyond Seller's control, including, but not limited to, specifications, malfunctions, or malfunctioning existing tie-in equipment, inadequate support systems, improper installation, modification and damage. Seller reserves the right to terminate any Orders without further obligation if it determines that it is not commercially practicable to meet the required specifications.

4. Place of Delivery and Manner of Shipment.

(a) Delivery terms are Ex-Works (Incoterms 2000) unless otherwise agreed in writing by Seller. Seller will arrange for an appropriate means of transportation of Products. Buyer agrees to pay all transportation charges incurred after Products are delivered to the carrier unless otherwise agreed in writing by Seller. Buyer agrees to all applicable taxes or duties, except only taxes based on Seller's income.

(b) Buyer shall bear any special expenses, including special handling, packaging and additional freight charges, if Buyer furnishes special transportation instructions.

(c) When "export packing" is required, Buyer shall be responsible for any extra charges incurred as export duties, licenses, fees and the like.

(d) Orders for Products to be exported are subject to Seller's ability to obtain export licenses and other necessary papers within a reasonable period. Buyer will furnish all Commercial invoices and other documents and guarantee all charges and penalties resulting from errors or omissions thereon. Buyer will not re-export the Products or any products or items which incorporate the Products if such re-export violates local or U.S. export laws.

(e) Title and risk of loss pass to the Product or any part of the Products to the Buyer upon delivery to carrier at the port of entry.

(f) Products and/or Services are deemed accepted unless Buyer provides Seller with written notice of rejection within 20 days after delivery or a shorter period agreed to in writing by Buyer and Seller.

5. Installation; Maintenance.

Unless otherwise specified in writing by an authorized representative of Seller, Buyer assumes responsibility for installation of Products. Seller agrees to make installation and on-site technical support services available as specified in the then-prevailing rates. Buyer is responsible for all additional charges/fees related to delays due to its failure to comply with its defined portion of the installation plan (e.g., not providing access to the area it is to be installed). Buyer promises to provide access to Buyer's accepted by Buyer during any on-site installation, modification and/or Services. Buyer shall make maintenance services available at its then prevailing rates.


Subject to the rights granted herein, Seller grants Buyer a non-transferable, non-sublicensable and non-exclusive license to use software contained or embedded in the Products ("Software") solely in conjunction with operation of Products as permitted by Seller. All other rights, title and interest in the Software shall remain the exclusive property of Seller or its authorized third-party suppliers. Buyer shall not disassemble, decompile, manipulate, enhance, modify, translate, reverse engineer, reproduce, adapt, distribute, sell, lease or transfer the Software or any portion thereof or any documentation related thereto, and (b) decompiling, disassembling, compiling or reverse engineering the Software or otherwise attempting to gain access to the Software source code. Buyer shall not use, duplicate or disclose any technical data or any information regarding the Software for any purposes. These rights are subject to any underlying license to Seller from a third party of any component or application of the Software.

8. Limitation of Buyer's Remedies.

In NO EVENT WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, THIRD PARTY OR PUNITIVE DAMAGES INCLUDING WITHOUT LIMITATION THOSE BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR STATUTORY OR INJURY, LOSS OR DAMAGE TO PROPERTY OR LOSS OF BUSINESS, OR IN ANY EVENT OF LIABILITY, SELLER'S LIABILITY SHALL BE LIMITED TO ACTUAL DAMAGES TO THE EXTENT DIRECTLY AND SOLELY CAUSED BY SELLER'S MATERIAL BREACH, EXCEPT AS OTHERWISE PROHIBITED BY LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM WHATSOEVER WILL NOT EXCEED PRICE OF SELLER'S PRODUCTS AND/OR SERVICES GIVING RISE TO THE CLAIM. IN NO EVENT WILL SELLER BE REQUIRED TO INDEMNIFY Buyer OR ANY OTHER PARTY.