

GENERAL TERMS AND CONDITIONS OF SALE

PARTIES: Pigler Automation, LLC ("Seller") and "Customer" shall mean the entity or person submitting the purchase order to Seller which Seller agrees to perform. These Terms & Conditions are an integral part of the current and future agreement between Seller and Customer for the purchase of all products and/or services ("Services/Products"). These terms and conditions including the Purchase Order collectively referred to as the "Contract".

ACCEPTANCE: Customer acknowledges and agrees these General Terms and Conditions are incorporated in, and are a part of, this Agreement and Seller's acceptance of Customer's offer to purchase is made conditional upon the incorporation of these General Terms and Conditions into the Agreement. If Customer accepts the products and/or services which are the subject of the Agreement, Customer shall be deemed to have accepted the Agreement including these General Terms and Conditions in their entirety without modification. Any additions to, changes in, modifications or revisions of the Agreement (including these General Terms and Conditions) shall require the written consent of an authorized representative of Seller. All stenographic and clerical errors are subject to correction by Seller. Usage of trade shall be excluded as a factor in interpreting this Contract. Customer agrees any credit extended hereunder is strictly commercial credit, does not arise out of a consumer transaction, and is therefore not governed by federal or state consumer regulations.

QUOTATION EXPIRATION: Written quotations are valid for a period of thirty (30) days unless otherwise noted by Seller. Seller shall have the right to withdraw any quote which has not been accepted by Customer.

PRICING: Prices for products are subject to change without notice. Prices do not include related freight charges, use tax, sales tax, excise tax, value-added tax, or similar taxes, duty, customs, inspection or testing fees, or charge of any nature whatsoever imposed by any governmental authority unless otherwise noted by Seller. Customer shall bear all costs, including but not limited to, shipping, transportation, delivery and insurance. Seller reserves the right to make adjustments to service offerings for reasons including, but not limited to, changing market conditions. Supplier price changes or an accelerated delivery is requested for any reason.. All orders are subject to the availability of Personnel to perform the Services. Therefore, Seller cannot guarantee that it will be able to fulfill Customer's orders outside the agreed upon schedule between Customer and Seller. If Services are being performed on a time and materials basis, any estimates provided by SELLER are for planning purposes only. Hourly Rates are valid for the current calendar year and are subject to change up to the annual inflation rate as shown by the Bureau of Labor Statistics Data.

DELIVERY: Shipment of products will be made F.O.B. (a) Seller's facility, (b) Seller's supplier's facility when products are shipped directly from the manufacturer or (c) as otherwise indicated per Seller's quotation or order acknowledgment. Seller will use commercially reasonable effort to ensure on time delivery. In no event shall Customer be entitled to liquidated damages as a remedy for any delay in delivery by Seller. Risk of Loss passes to Customer upon delivery of Products to the carrier. Failure of any carrier to deliver the Products shall not be cause for default/breach.. Customer shall pay all insurance costs associated with delivery. Delay in shipment shall not relieve Customer of its obligation to accept remaining shipments. Seller may perform Services at Customer's place of business, at Seller's own facilities or such other locations as Seller and Customer deem appropriate. When the Services are performed at Customer's premises, Seller will perform Services within Customer's normal business hours unless otherwise jointly agreed to by the parties. If the services are to be provided in different hours then agreed upon, a different hourly rate may apply and therefore requires a Change-Order from the Customer. Seller reserves the right to refuse the Change-Order. Customer will also provide Seller access to Customer's staff and any other Customer resources (and when the Services are provided at another location designated by Customer, the staff and resources at such location) that Seller determines are useful or necessary for Seller to provide the Services.

TAXES: Any use tax, sales tax, excise tax, duty, custom, value-added tax, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Seller and Customer now or hereafter imposed on either party based on the sale, shipment or use of Products or the provision of any services shall be paid by Customer in addition to price quoted or invoiced. In the event Seller is required to pay any such tax, fee or charge, Customer shall reimburse Seller therefore or, in lieu of such payment, Customer shall provide Seller at the time the order is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

PAYMENT: Payment shall be net 30 days from the date of Seller's invoice without discount for early payment, unless otherwise noted by Seller. Payments are due regardless of whether Customer receives payment from third parties, owners or other contractors. In connection with Services being performed pursuant to Quote, Customer will pay for the Services in the amounts and in accordance with any payment schedule set forth in the Quote. If no payment schedule is provided, Customer will pay for the Services as invoiced by Seller. Late payments are subject to a service charge equal to 1 1/2 % per month (18% per annum) or the maximum amount permitted under law, if less, until paid. In the event Customer's account balance remains unpaid thirty (30) days following the due date, Seller, at its sole discretion, may determine the account to be in default, may immediately cease performance and/or extending credit to Customer. Seller may accelerate all amounts due. Seller may apply payments made by Customer in any manner Seller deems appropriate including towards service charges, late fees, costs or reasonable attorney's fees. Should Customer fail to fully pay any invoice/payment amount, Seller is entitled to withdraw from future work, future shipments and delivery until full settlement on unpaid amounts. Customer shall indemnify Seller for all costs of collection of past due amounts including attorney's fees and court costs. Seller reserves the right at any time to suspend credit, change credit terms or terminate the Agreement or any purchase order, when, in Seller's sole opinion, Customer's financial conditions so warrants. Seller has the right to accelerate payment and/or performance and/or

to require collateral or additional collateral "at will" if Seller believes in good faith the prospect of payment or performance is impaired or Seller reasonably deems itself insecure. Seller may also request adequate assurances from Customer. Seller may make inquiry of any source, in Seller's sole discretion, necessary to substantiate statements regarding this contract. Seller is further authorized to answer requests for credit information on Customer's account from others. Customer shall furnish additional information at Seller's request. Customer authorizes any references to provide Seller with all information which, in Seller's sole discretion, is deemed necessary or desirable to assist Seller's determination of extending credit or making sales to Customer. Seller, Seller's agents, representatives, employees or assignees, are hereby authorized to obtain credit reports or any other information on Customer, its principals or Guarantors from whatever credit bureau it deems reliable. Customer shall have no right to offset any amounts due or to become due to Seller against any claims, charges, expenses, fees or other payments of any kind whatsoever under any circumstances, including, but not limited to, any liability which may arise due to any breach or alleged breach of the Agreement or any provision thereof. All Non-Sufficient Funds (NSF) checks returned to Seller will be subject to a \$30 NSF fee. Seller may assign and/or sell any receivables or indebtedness owed by Customer without notice.

CHANGES, SUSPENSION: Customer may request changes to the Agreement. Seller shall promptly advise Customer in writing of the reasonable effect on price and delivery date of products and services. Seller shall not be required to institute any Customer-dictated change until the parties have agreed to an equitable adjustment to the price and/or delivery date and the parties have reduced the agreement to writing. Customer may, by written notice, request Seller to temporarily suspend performance or delivery hereunder; provided that Seller is reimbursed for additional costs incurred as a result thereof, including but not limited to storage, insurance, preservation, and other reasonable costs attributable to such suspension. Payment of the Agreement price shall become due when Customer is notified that the products are ready for shipment and Customer shall be responsible for all price increases instituted by Seller during the period of suspension. Seller shall be granted a reasonable extension of the delivery date to take account of the suspended performance. In the event that the duration of such suspension exceeds ninety (90) days, Seller may, at its option, declare Customer to be in breach of the Agreement and shall have the right to assert any available remedy under the Agreement or otherwise available at law or in equity. Purchase orders for special, custom or non-stock items or wire cuts may not be cancelable and subject to 100% cancellation charges. Changes, suspension or cancellation of Training orders may be subject to additional fees as identified in the proposal.

INSPECTION AND ACCEPTANCE: Customer shall have three (3) business days from the date of delivery to inspect such products for defects and nonconformance and notify Seller, in writing, of any defects, nonconformance or rejection of such products (other than defects or nonconformities due to damage, shortage or errors in shipping which shall be reported as set forth below). Customer's sole remedy for nonconformance or rejection shall be the repair or replacement of the Products or services in Seller's sole discretion. Claims for shipping errors or shortages must be made in writing to Seller no more than three (3) business days after receipt of shipment. After such period, Customer shall be deemed to have irrevocably accepted the products, if not previously accepted. After such acceptance, Customer shall have no right to reject the products for any reason or revoke acceptance. Claims for damage due to shipping must be made by Customer to the freight carrier.

RETURN OF PRODUCTS: All returns will be pursuant to Seller's instructions. Customer must contact Seller prior to returning any product. Customer shall not return products to Seller without written permission. All returns must reference the original invoice number and the reason for return. Non-warranty returns are not accepted by Pigler Automation, LLC.

REMEDIES UPON TERMINATION: If Customer believes Seller has materially breached this Contract, Customer shall give written notice to Seller specifying any such breach and what is reasonably required to cure. Seller shall then have fifteen (15) business days from the receipt of notice to cure the breach. During any cure period Seller may cease work, manufacturing and/or shipment of the products. If the written notice of breach is not cured after the fifteenth (15th) business day the parties may terminate this agreement. Upon termination, Customer shall pay to Seller the following amounts without duplication: (1) the Agreement price for all finished work and completed services which conform to the requirements of the Agreement and not previously paid for; (2) for products manufactured by others, Customer shall pay all applicable restocking or cancellation charges including reimbursement for direct costs assessed by the manufacturer (special orders may result in payment of 100% of the Agreement price), (3) for products manufactured by Seller, Customer shall pay for reasonable costs including cost of work-in-progress and raw materials purchased by Seller based on Customer's purchase order and up to 100% of the Agreement price for special order products. (4) In the event of any termination of Services, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of termination. Customer will also pay Seller for any out-of-pocket demobilization or other direct costs resulting from termination. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, or licensing of Work Product and this survival provision).

LIMITED WARRANTY:

(a) The warranty obligations of Seller for products, parts, or services manufactured or provided by others and merely sold by Seller shall in all respects conform and be limited to the warranty extended by the manufacturer or service provider, if transferable. Customer agrees that if products sold hereunder are resold by Customer, Customer will include in the agreement for resale provisions which limit recoveries in accordance with these General Terms and Conditions. In case of Customer's failure to include in any such agreement for resale the terms providing for such limitations, Customer shall indemnify and hold Seller harmless against any liability, loss, cost, damage, or expense (including reasonable attorney's fees) arising out of or resulting from such failure.

(b) Seller warrants that any products or part thereof manufactured or designed by Seller will be free from defects in material or workmanship for a period of one year from the date of installation if installed by Seller or one year from the date of delivery if not installed by Seller. Remedies under the foregoing warranty will be limited, at Seller's option, to the replacement, repair or modification of, or issuance of a credit for the purchase price of the products. All product shipping expenses and labor, travel, and per diem expenses for repair personnel travel, lodging and premium labor expenses shall be paid by Customer. This warranty is of no effect if such products claimed to be defective or any part or component thereof shall have been improperly repaired, altered, installed or operated or subjected to misuse, negligence or accident.

(c) Any warranty claim must be addressed to Seller in writing setting forth sufficient detail to permit identification of the defect and be made no later than thirty (30) days after the expiration of the warranty period set forth above. No employee or agent of Seller is authorized to make any warranty other than that which is specifically set forth herein. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING ALL WARRANTIES OF FITNESS OR OF MERCHANTABILITY OR OTHERWISE, EXPRESS OR IMPLIED IN FACT OR BY LAW, and state Seller's entire and exclusive liability and Customer's exclusive remedy for any claims in connection with the sale of services, products, their design, suitability for use or operations.

(d) Seller warrants that the Services will be performed in a good and professional manner. Customer's sole and exclusive remedy and Seller's entire liability with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform or cause to be reperformed any Services not in substantial compliance with this warranty or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within thirty (30) business days after performance of the applicable Services. SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES, ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING SERVICES AND ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF SELLER OR ANY OF ITS AFFILIATES THAT IS NOT IN THIS AGREEMENT OR IN A STATEMENT OF WORK EXPRESSLY AMENDING SELLER'S WARRANTY.

(e) Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Services. SELLER, ITS AFFILIATES, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND CUSTOMER ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE SERVICES. Seller will not be responsible for and no liability shall result to Seller or any of its Affiliates for any delays in performance which result from any circumstances beyond its reasonable control including, but not limited to, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any completion dates provided by Seller or purported deadlines contained in a Statement of Work or any other document are estimates only.

USE AND SAFETY OF PRODUCTS: SELLER DOES NOT GUARANTEE THAT ANY PRODUCTS PURCHASED HEREUNDER MEET CUSTOMER'S SPECIFICATIONS OR INTENDED USE. FAILURE TO CONSULT THE NATIONAL ELECTRIC CODE AND ANY PERTINENT LOCAL CODES FOR APPROVED INSTALLATION, USE, STORAGE AND REPAIR PROCEDURES AND PRECAUTIONS MAY RESULT IN PROPERTY DAMAGE, INJURY OR DEATH.

INDEMNIFICATION: Customer is furnishing all specifications to Seller. Customer is representing and Seller is relying upon Customer's representation that Customer has all rights to the Products, including but not limited to, all intellectual property rights, and import and export licenses/permits to allow Seller to perform services and provide products. Seller's reliance on Customer's representations of Customer's rights is a material term and condition of this Contract. Customer shall defend, indemnify and hold harmless Seller, at Customer's own expense, in any suit or claim instituted against Seller or any subsidiary of Seller for violations of any of third party rights, including but not limited to, alleged infringement of patents, trade secrets, copyrights or any other intellectual property rights relating to the Products. Customer shall defend, indemnify and hold harmless Seller, at Customer's own expense, for any suit or claim instituted against Seller or any subsidiary, employee or principle of Seller for alleged violation or infringement of any third party rights. Customer shall indemnify Seller for all costs, reasonable attorney fees and damages arising out of such alleged infringement or violation. Customer represents and warrants that any specifications and information delivered to Seller hereunder do not violate, infringe or constitute a misappropriation of any intellectual property rights of any third party and that Customer is not aware of any facts upon which such infringement could be based. Customer shall indemnify Seller for all costs, reasonable attorney fees and damages related to or arising out of (a) the breach of the foregoing warranty; (b) the manufacture or sale of all or any part of the products which are manufactured in accordance with the specifications furnished by Customer; or (c) Customer's negligence or willful misconduct; provided that the foregoing indemnification shall not apply to Losses arising solely out of Seller's willful

misconduct or gross negligence. Seller agrees to defend and indemnify Customer, its employees, officers, directors, successors and assigns against any and all Losses to the extent arising only out of (1) the negligence or willful misconduct of Seller or (2) as it relates to only products manufactured by Seller, infringement of any patent, copyright, trademark and other intellectual property right of any third party (except for infringement that results from Seller's compliance with Customer's specifications or design, or from Customer's combination of Seller's products with other products or services). To the greatest extent allowable under the law, Customer agrees to indemnify, defend and hold harmless, from any claims, liabilities, causes of action, expenses, including attorney's fees ("claims"), arising out of or in connection with any products or service provided by Seller, notwithstanding any active negligence of PIGLER. Customer and only Customer assumes responsibility for any liability associated with injuries to third parties. This includes, but is not limited to, any product liability or similar claims for use of the products independently or as a part of any other goods or processes. In addition, Customer agrees Seller shall not be liable for special, indirect, incidental, consequential, or punitive damages including without limitation delay damages, liquidated damages, lost profits, loss of use or claims by third parties. This provision is an additional limitation on liability outside of faulty Products. NOTWITHSTANDING THE FOREGOING, SELLER PROVIDES NO INDEMNITIES (INTELLECTUAL PROPERTY OR OTHERWISE) RELATIVE TO ANY THIRD-PARTY PRODUCTS OR SERVICES RESOLD BY SELLER.

DISCLAIMER AND LIMITATION OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SELLER WILL NOT BE LIABLE FOR ANY FORM OF INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, ANTICIPATED SAVINGS, DATA, CONTRACT, GOODWILL OR THE LIKE (WHETHER DIRECT OR INDIRECT IN NATURE). SELLER'S MAXIMUM CUMULATIVE LIABILITY RELATIVE TO ALL OTHER CLAIMS AND LIABILITIES, WHETHER OR NOT INSURED, INCLUDING OBLIGATIONS UNDER ANY INDEMNITY, WILL NOT EXCEED THE COST OF THE PRODUCT(S) GIVING RISE TO THE CLAIM OR LIABILITY. SELLER DISCLAIMS ALL LIABILITY RELATIVE TO GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT CONTRACTUALLY REQUIRED OF SELLER. ANY ACTION AGAINST SELLER MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION HEREOF AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, AND FURTHER WILL EXTEND TO THE BENEFIT OF SELLER'S EMPLOYEES, REPRESENTATIVES AND SUPPLIERS AS THIRD-PARTY BENEFICIARIES. EACH PROVISION HEREOF WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTY OR CONDITION OR EXCLUSION OF DAMAGES IS SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND IS TO BE ENFORCED AS SUCH.

FORCE MAJEURE: Seller shall not be liable for any loss or damage as a result of any delay in shipment, delivery or installation due to any cause beyond Seller's reasonable control, including without limitation, flood, hurricane, or other act of God, embargo or other governmental act or authority, regulation or request, fire, theft, accident, strike, slowdown, labor dispute, war, riot, delay in transportation, inability to obtain necessary labor, materials or manufacturing facilities, whether at Seller's operations or at the operations of a supplier or sub-seller to Seller. In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay, plus a reasonable time for resuming performance. The Parties agree an event may occur making it difficult, impossible or impractical for Seller to perform. Thus this Contract may be made impracticable by the occurrence of such contingency, the nonoccurrence of which was a basic assumption on which this Contract was made. If the contract is made impractical or impossible the Seller may terminate this agreement in its sole discretion.

EXPORT CONTROL: Products and associated materials supplied by Seller may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any products or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, Seller and Seller's supplier will be relieved of any further obligation relative to the sale and delivery of the products subject to such denial without liability of any kind relative to Customer or any other party. Seller will not comply with boycott related requests except to the extent permitted by U.S. law and then only at Seller's discretion. Customer is solely and exclusively responsible for obtaining and maintaining compliance with any and all regulatory agencies/requirements relating to the importation, exportation, manufacturing, marketing, sale, testing, distribution or use of the products and service. Seller does not import or export products. Customer is responsible for all compliance requirements. Customer shall provide proof of compliance or any other document upon request by Seller.

LIMITED LICENSE: Customer's sole rights to the work product, materials and other deliverables to be provided or created (individually or jointly) in connection with Services provided by Seller, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information (whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights) that is created (individually or jointly) or discovered in the course of performance of this Agreement that are embodied in such work or materials ("Work Product") will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Products solely for Customer's internal use. Customer will have no ownership or other property rights thereto and Customer shall have no right to use any such Work Product for any other purpose whatsoever.

MISCELLANEOUS. Any failure of Seller to insist upon strict performance of any term of this Agreement shall not be construed as a waiver of its right to strict performance thereafter. No failure to enforce any remedy or rights under this Contract will constitute a waiver of the right to enforce any future right or remedy under this contract. If Seller incurs any fees or costs as the result of any disputes arising from or related to this contract and/or the enforcement of its terms, Seller shall be entitled to recover its attorneys' fees, expert fees, and all costs. In the event Seller engages a collection agency in connection with this account, Customer shall also pay any and all collection costs. Customer expressly waives any right to trial by jury of any matters arising out of or relating to this contract. This Contract shall be governed by and construed in accordance with the laws of Colorado. Venue shall be in the District Court for Boulder, Colorado regardless of choice of federal or state law. Should any provision of this Contract be or become invalid, unenforceable, or unconscionable, it will not affect the effectiveness of the remaining provisions. The Parties agree to replace the invalid provision with another provision that will, in its economic effect, accord most closely to the provision to be replaced. The same will apply if there is a gap in this Contract to be filled. This Contract shall not be interpreted against either Party because a Party or a Party's agent or counsel drafted, in whole or in part, any provision of this Contract. In the event this Contract conflicts with any prior or future written agreement between the parties, including but not limited to any, purchase order, non-disclosure or confidentiality agreement, this agreement shall govern. Previously executed non-disclosure or confidentiality agreements shall remain in effect to the extent the non-disclosure or confidentiality agreement is not in conflict with this Contract. This Contract and the terms and conditions contained herein shall govern all current, additional and future transactions between Seller and Customer unless superseded by a future contract signed by both parties. Terms and Conditions in future requests for quotes, quotes or purchase orders which differ or add to the terms of the terms and conditions contained herein are expressly objected to and will not govern the parties' relationship. This Contract and the offer to do business now and in the future are expressly limited to acceptance of the terms and conditions of this Contract.

Seller may assign or subcontract all or any portion of its rights or obligations with respect to the performance of Services to a third party without Customer's consent.

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