



Richter Marking & Automation, Inc. General Terms and Conditions of Sale

Unless otherwise provided by separate written contract duly signed by the buyer ("Buyer") and Richter Marking & Automation, Inc. or its applicable subsidiary or affiliate ("Richter"), the terms and conditions specified below shall apply to any shipment of products or commencement of related services (collectively, "Products") by Richter to or for Buyer. ANY ADDITIONAL OR DIFFERENT TERMS IN FORMS PROVIDED BY BUYER WILL BE DEEMED OBJECTED TO AND REJECTED BY RICHTER AND SHALL BE OF NO EFFECT. Buyer will be deemed to have accepted these terms and conditions unless Buyer notifies Richter in writing of any specific objection(s) no later than five (5) days after receipt of the document or other communication incorporating or referencing these terms and conditions. Such notice must be separate from any other communication or document provided by Buyer to Richter.

1. Unless otherwise stated on quotes provided by Richter, prices shall be in United States currency and shipping is on basis ex works Duncan, SC/USA. Prices are subject to change without notice. Packing and freight charges will be issued and invoiced by Richter to Buyer at time of delivery. Buyer shall pay for all packing and freight costs invoiced by Richter. Additionally Buyer shall be responsible for all taxes, duties, or other charges imposed by any governmental authority with respect to the manufacture, sale, transportation, delivery and/or use of the Products. For orders with total product value less than 100 USD, Richter will charge a handling fee of 25 USD. Unless specified otherwise by Richter, all delivery dates are Richter's good faith estimates of shipping and are not guaranteed. Installation is by Buyer unless specifically described and incorporated as part of this agreement.

2. Unless otherwise stated on quotes provided by Richter, Payment terms shall be 8 days net from date of Richter's invoice. The payment terms available to Buyer shall commence on the date the invoice is created. Buyer shall not be entitled to withhold payment or deduct from any invoice the amount of any claim asserted against Richter or any affiliate of Richter. Should the financial responsibility of the Buyer at any time appear unsatisfactory to the Seller, the Seller reserves the right to require payment for any shipment hereunder in advance, or require satisfactory security. As security for the full and prompt payment of all amounts and obligations owing by Buyer to Seller hereunder, Buyer grants to Seller a security interest in all Products supplied by Seller to Buyer hereunder and all proceeds thereof (collectively "Collateral"). Such security interest is and will continue to be a first-priority security interest in the Collateral whether by virtue of the priority accorded purchase-money security interests under the applicable provisions of the Uniform Commercial Code ("UCC") or otherwise. Buyer will take all actions Seller deems necessary or desirable to perfect such security interest and maintain its first priority. Buyer irrevocably authorizes Seller to file financing statements and amendments thereto in such places as Seller deems necessary or desirable (without Buyer's signature where permitted by the UCC). Upon request of Seller, Buyer will execute and deliver to Seller a separate security agreement under which Buyer grants to Seller a security interest in the Collateral, and any such separate security agreement shall control. If the Products will be inventory in Buyer's hands, Buyer agrees that Seller may notify others claiming security interest in Buyer's inventory of Seller's purchase-money security interest prior to supplying any Products to Buyer. If Buyer fails to pay or perform when due any amount or obligation owing to Seller hereunder or if Buyer becomes insolvent, or is subject to any bankruptcy or insolvency proceeding, then Seller may declare all amounts and obligations owing to Seller hereunder immediately due and payable and Seller shall have the rights and remedies of a secured party under the UCC.

3. Specifications are as stated in Richter's written quotation. No other specifications may be deemed part of the contract between Richter and Buyer unless specifically identified as such in a writing made part of the contract and signed by Richter.

4. Unless otherwise stated on quotes provided by Richter, Richter warrants that the products sold are free from defects in material and workmanship when used in accordance with all instructions for installation, operation and maintenance furnished by Richter, for a period of one year from receipt at Buyer's designated delivery point, subject to the following conditions:

(a) Buyer shall notify Richter in writing promptly upon discovery of facts giving rise to any claim under this warranty, stating specifically the nature of the claim, the date of discovery of same, and identifying the product involved. Failure to notify Richter within ninety days after discovery of facts giving rise to the claim shall fully and completely relieve Richter from any obligation under this warranty.

(b) This warranty applies only to products properly used and maintained and is expressly non-applicable to any products or components which have been repaired, altered or changed other than in accordance with instructions and directions furnished by Richter, or to any product which has not been operated or utilized in accordance with instructions or directions furnished by Richter, or which has been operated or treated in any manner which, in the reasonable judgment of Richter, adversely affects its reliability and performance.

(c) This warranty does not apply to normal wear and tear items or consumable parts. This warranty does not apply to any product or component not manufactured by Richter, and Buyer's sole warranty with respect to such items shall be that of the manufacturer, if any.

(d) Richter's entire liability and exclusive remedy to Buyer or any third party Buyer of any Product is expressly limited to the repair and replacement, at Richter's sole discretion, of any Product that is determined by Richter to be defective under the terms of this warranty.

(e) Spare parts ordered by Buyer shall be subject to the original warranty period for the products, so long as the original warranty period remains in effect. If spare parts are ordered by Buyer at a time when the original warranty period has expired, then the warranty provided for herein will apply to the spare parts (to the spare parts only and not to the products generally) for ninety days after receipt by the Buyer.

(f) Unless otherwise stated on quotes provided by Richter, THE WARRANTIES SET FORTH HERE ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





5. Buyer's exclusive remedy for any claim arising in connection with Products supplied hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise, will be to notify Richter in writing of the claim within thirty (30) days of delivery of the Products and Richter will, upon confirmation of its breach or other fault, at its option, replace or repair the Products or refund the purchase price.

LIMITATION ON DAMAGES: RICHTER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS, DAMAGES, OR EXPENSES DIRECTLY OR INDIRECTLY ARISING FROM THE USE OF GOODS, WAREHOUSING OR MANUFACTURING COSTS, LOST PROFITS OR GOODWILL, LABOR, HANDLING AND SERVICE CHARGES, RECALL OR LOST PRODUCT COSTS, EQUIPMENT, OR MACHINE BREAKAGE. THIS LIMITATION ON DAMAGES IS INTENDED TO HAVE THE BROADEST POSSIBLE APPLICATION AND IS INTENDED TO APPLY TO ALL DISPUTES BETWEEN BUYER AND RICHTER THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE CONTRACT BETWEEN THE PARTIES AND/OR THE PRODUCTS TO BE SUPPLIED TO BUYER BY RICHTER, REGARDLESS OF WHETHER OR NOT THE PRODUCTS ARE ACTUALLY MANUFACTURED AND/OR SHIPPED TO THE BUYER.

6. Except for the exercise by Buyer of its exclusive remedy described above, Buyer agrees to indemnify, hold harmless and defend (including, without limitation, reimbursement for reasonable attorney's fees and expenses of litigation) Richter, its agents, servants, representatives or employees, against any and all claims, by whomsoever made, arising in connection with Products sold hereunder, including, without limitation, any claim arising out of the design, manufacture, sale, delivery, use or resale of Products, whether based on warranty, contract, negligence, strict liability or otherwise for loss, damage or injury to property or person (including injuries resulting in death) allegedly caused by or arising out of the use of Products sold hereunder. The term "claims" wherever used in this paragraph shall include, without limitation, any claims in which Richter, its agents, servants, representatives or employees, have or are alleged to have been negligent or otherwise to have contributed to the loss, damage or injury.

7. The use of all guards, interlocks, electrical devices, and other safety devices and features on the products, and the operation of the products in accordance with Richter's operating instructions is essential to the safe use of the products and therefore, Buyer agrees that it will keep in legible condition all warnings or operating instructions affixed to the products by Richter, and that it will not remove, render inoperable, or modify, any guards, interlocks, electrical devices, or other safety devices that are part of the products, or the software controlling such devices, and that it will not add any devices or modify the products in any way that will render the products unsafe, and that it will operate the products in accordance with Richter's operating instructions. Buyer agrees to indemnify and hold harmless Richter from all actions, claims, demands and damages, including all reasonable attorneys' fees and legal

expenses incurred by Richter, arising out of claims made by third parties for personal injury allegedly resulting from actions by Buyer taken inconsistent with Buyer's obligations stated in this paragraph.

8. Richter may, with respect to Products supplied hereunder, provide Buyer with confidential or proprietary information, including, without limitation, descriptions, specifications, pricing information, drawings, manufacturing methods, marketing information, formulae or compositions. Buyer agrees to take precautions to protect such information and not to disclose, in whole or in part, any such information or information regarding Products supplied hereunder or the relationship between the parties, without the prior written consent of Richter, and to bind its employees, officers and agents to this same obligation. This obligation shall not extend to information that is generally published or lawfully available from other sources or that was known to Buyer prior to disclosure thereof by Richter. Buyer recognizes that the products have been designed and built through expenditure of substantial time and money by Richter, and Buyer agrees no to make drawings of the products or any portions thereof, or permit others to do so, and will not duplicate or conspire in the duplications of the products. If software is used to run the Products, it is licensed, not sold, to Buyer. Richter hereby grants and Buyer accepts a license to use the software in connection with the equipment and for the purposes set out in the contract documents. Buyer shall not copy, download, disassemble, decompile, or modify software in any fashion.

9. Richter will not be liable for default or delays in delivery of Products supplied hereunder if such default or delay is caused by fire, strike, riot, war, act of God, governmental order or regulation, complete or partial shutdown of plant by reason of inability to obtain sufficient raw materials or power, and/or any similar or different contingencies beyond Richter's reasonable control.

10. Buyer shall not delegate any duties or liabilities nor assign any rights or claims hereunder without the prior written consent of Richter. Any such attempted delegation or assignment shall be void. Except as provided in this provision, the terms set forth herein shall be binding upon and inure to the benefit of the successors and assigns of the parties.

11. The parties' respective obligations hereunder are governed by and construed in accordance with the laws of the State of South Carolina including the Uniform Commercial Code ("UCC"). Any judicial proceeding arising out of or related to this order or the Products shall be instituted and maintained in the federal or state courts for Greenville County, South Carolina, and each party submits to the exclusive jurisdiction of such courts. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

12. Failure by either party to require strict performance hereunder will not be deemed a waiver of that party's right to subsequently require strict performance. Except as provided expressly herein, these terms and conditions constitute the entire agreement of the parties with respect to the Products, all prior and contemporaneous agreements being merged herein, and may not be modified except by written instrument executed by duly authorized officers of each party hereto.

