

THE PARKER GROUP OF COMPANIES INTERNATIONAL (PGCI) TERMS AND CONDITIONS

AS OF 12/16/11

SHIPMENT, TITLE AND RISK OF LOSS – Unless the delivery terms as stated within the quotation expressly provide for F.O.B. destination, shipping/delivery will be F.O.B. PGCI's point of shipment with title to the goods and risk of loss or damage passing to Buyer at that point. Buyer will be responsible for shipment during transit and for filing any damage or loss claims directly with the carrier. PGCI may make partial shipments.

WARRANTY – PGCI warrants that on the date of shipment the goods are free of non-conformities in workmanship and material. Buyer's exclusive remedy for nonconformity in any item of the goods shall be the repair or the replacement (at PGCI's option) of the item and any affected part of the goods. PGCI's obligation to repair or replace shall be in effect for a period as stated within the quotation from initial operation of the goods. Repaired and replacement parts shall be warranted for the remainder of the original period of notification as set forth above. At its expense, Buyer shall remove and ship to PGCI any such nonconforming items and shall reinstall the repaired parts. Buyer shall grant PGCI access to the goods at all reasonable times in order for PGCI to determine any nonconformity in the goods. PGCI shall have the right of disposal of items replaced by them. If PGCI is unable or unwilling to repair or replace, or if repair or replacement does not remedy the nonconformity, PGCI and Buyer shall negotiate an equitable adjustment in the contract price, which may include a full refund of the contract price for the nonconforming goods. Any refund/credit is to be used towards open items or future business and must be used within one year; credits will not be reimbursed. This warranty shall not apply to any equipment or parts thereof, which have been repaired or altered outside PGCI's premises, or altered in any way so as, in judgment of PGCI, to affect adversely the functionality of the equipment, or has been subject to misuse, tampering, negligence, or accident, or has had PGCI's identifying marks removed.

TAXES – All federal, state, city, sales and usage taxes assessed on the article by taxing authorities are the responsibility of the buyer.

ATTORNEY FEES – Buyer shall be liable to PGCI for any attorney fees and costs incurred by PGCI in enforcing any of its rights stated herein.

NONCANCELLATION – Buyer may not cancel or terminate for convenience, or direct suspension of approved order, except with PGCI's consent and then only upon terms that will compensate PGCI for costs relating to such cancellation, termination or suspension.

PAYMENTS AND PRICING – Invoices shall be paid thirty (30) days from the date of the invoice (commercially known as "net 30") unless otherwise agreed upon in writing by PGCI. PGCI reserves the right to cease extending credit to the Buyer due to failure of the Buyer to meet agreed upon payment terms. All payments shall be made in United States dollars.

CONDITIONS OF ACCEPTANCE – The sale is subject to the terms and conditions stated herein, which are in lieu of and replace any and all terms and conditions set forth in any documents issued by Buyer, including, without limitation, purchase orders and specifications unless explicitly agreed upon by PGCI. In the absence of written acceptance of these terms by Buyer, issuance of purchase order or payment for service constitute acceptance of these terms and conditions. Any additional, different, or conflicting terms and conditions on any document issued by PGCI at any time are hereby objected to by PGCI, and any such document shall be wholly inapplicable to any sales made hereunder and shall not be binding in any way.

LIMITATION OF LIABILITY - Neither PGCI, nor its suppliers shall be liable, whether in contract, warranty, failure of a remedy to achieve its intended or essential purposes, tort (including negligence), strict liability, indemnity or any other legal theory, for loss of use, revenue or profit, or for costs of capital or of substitute use or performance, or for indirect, special, liquidated, incidental or consequential damages, or for any other loss or costs of a similar type, or for claims by Buyer for damages of Buyer's customers, PGCI's maximum liability under this contract shall be the contract price. Buyer and PGCI agree that the exclusions and limitations set forth in the article are separate and independent from any remedies which Buyer may have herein and shall be given full force and effect whether or not any or all such remedies shall be deemed to have failed of their essential purpose.