

Terms and Conditions, OptiSales, LLC

TERMS AND CONDITIONS

Sale of any products and/or services ordered by Buyer (YOU) is expressly conditional on Buyer's assent to the additional or different terms contained herein (including those in Seller's (Optisales, LLC's) quotation), as matched to the type of transaction listed above. Any additional or different terms proposed by Buyer are expressly objected to and will not be binding upon OptiSales, LLC unless specifically assented to in writing by OptiSales, LLC. Any order for, or any statement of intent to purchase products and/or services, shall constitute assent to OptiSales, LLC's terms and conditions.

1. DELIVERY, TITLE AND RISK OF LOSS: Delivery dates are approximate and are based upon prompt receipt of all necessary information from Buyer. Unless otherwise specified by Seller, delivery will be made Ex Works Seller's facility (Incoterms 2000), with shipping and insurance prepaid by Buyer. Risk of loss or damage pass to Buyer on delivery, and Buyer is responsible for making claims, if necessary, pertaining to damage or loss with the carrier chosen by Seller. Title will pass to Buyer upon Seller's receipt of all payments for the products.

If any part of the products cannot be shipped to Buyer when ready due to any cause not attributable to Seller, upon notice to Buyer, Seller may place such products to storage. If such products are placed in storage (including storage at the Seller's facility), the following conditions shall apply: (a) Seller's delivery obligations shall be deemed fulfilled and all risk of loss or damage shall thereupon pass to Buyer if it had not already passed; (b) any amounts otherwise payable to Seller upon delivery or shipment shall be payable upon presentation of Seller's invoices and certification as to the fact that the products are in storage; (c) all expenses incurred by Seller, such as for preparation for and placement into storage, handling, inspection, preservation, insurance, storage, removal charges and any taxes shall be payable by Buyer upon submission of Seller's invoices; and (d) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner with respect to the removal of any product which has been placed in storage.

If the Buyer is making an **international** purchase, the following additional terms apply: Unless otherwise specified by Seller, delivery will be made Ex Works Seller's facility (Incoterms 2000), with shipping and insurance prepaid by Buyer to the port of export. Seller is responsible for packaging of the kind and quality commensurate with a domestic shipment to the port of export. Seller shall not be responsible for packaging for international shipment or charges associated with overseas containers, containerizing or packaging for long term storage, pier handling, marshalling, demurrage, lighterage, heavy lifts and damages. Buyer will provide Seller with a copy of all export documentation associated with exporting the products within fifteen (15) days after shipment from the port of export. Risk of loss or damage pass to Buyer on delivery, and Buyer is responsible for making claims, if necessary, pertaining to damage or loss with the carrier chosen by Seller. Title will pass to Buyer upon Seller's receipt of all payments for the products.

2. EXCUSABLE DELAYS: Seller shall not have any liability or be considered to be in breach or default of its obligations under the Contract to the extent that performance of such obligations is delayed or prevented, directly or indirectly, due to: (a) causes beyond its reasonable control; or (b) acts of God, acts (or failures to act) of governmental authorities, fires, severe weather conditions, earthquakes, strikes or other labor disturbances, floods, war (declared or undeclared), epidemics, civil unrest, riot, terrorist acts, delays in transportation, or car shortages; or (c) acts (or omissions) of Buyer, including failure to promptly comply with the terms of payment; or (d) shipment to storage under Articles 1 or 3; or (e) inability on account of causes beyond the reasonable control of Seller to obtain necessary labor, materials, components or services through Seller's usual and regular sources at usual and regular prices. Seller shall notify Buyer in the event of any such delay. The date of delivery or of performance shall be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of such excusable delay. Seller shall notify Buyer, as soon as practicable, of the revised delivery date. If Seller is delayed by acts or omissions of Buyer, or by the prerequisite work of Buyer's other contractors or suppliers, Seller shall also be entitled to an equitable price adjustment.

If delay excused by this Article extends for more than thirty (30) days and the parties have not agreed to a plan for continued performance at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which case only Seller), upon thirty (30) days written notice, may terminate the order with respect to the unexecuted part of the performance, whereupon Buyer shall promptly pay Seller's termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices.

3. PAYMENTS AND FINANCIAL CONDITION: Except to the extent otherwise specified by Seller in its quotation, pro rata payments shall become due without setoff as shipments are made. If Seller consents to delay any shipment after it is ready to ship, payment shall become due on the date when Seller is prepared to make shipment. Buyer agrees to reimburse Seller for collection costs, including attorney's fees, if Buyer fails to make any payment within the earlier of thirty (30) days after shipment or receiving an invoice, including interest at 1.5% per month or part thereof.

In addition, if Buyer fails to fulfill any condition of its payment obligations, Seller may suspend performance and delivery. Any charges incurred by Seller in accordance with such suspension, including storage charges (including storage at the Seller's facility), shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's non-fulfillment of any portion of the payment terms, whether or not Seller suspends performance and such additional time as may be reasonably necessary in the

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circumstances. If Buyer does not correct such failure in the manner and time satisfactory to Seller, then Seller may, at its option, terminate the Contract in respect to the portion of the products not delivered and work not yet performed. In the event of termination, Buyer shall pay Seller's reasonable and proper termination charges, in addition to suspension charges, and Seller shall be entitled to keep all payments received.

Any order for products from Buyer shall constitute a representation that Buyer is solvent. In addition, upon Seller's request, Buyer will furnish a written representation concerning its solvency at any time prior to shipment.

If Buyer's financial condition at any time does not justify Seller's performance hereunder on the agreed terms of payment, Seller may require full or partial payment in advance or shall be entitled to terminate the Contract. If Buyer becomes bankrupt or insolvent, or if any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy laws or any insolvency laws, Seller shall be entitled to terminate the Contract. Buyer shall pay Seller its reasonable and proper termination charges in the event of such termination, in addition to suspension charges, and Seller shall be entitled to keep all payments received. Seller's rights under this Article 3 are in addition to all rights available to it at law or in equity.

4. a. WARRANTY (FOR PURCHASES WITH WARRANTY ONLY): The products sold under the Contract are used, oftentimes with the expected dents, wear and tear, and degradation inherent in used equipment. Subject to such condition, Seller warrants to Buyer that products and any services furnished hereunder will be free from material defects in material, workmanship and title and will be of the kind and quality specified in Seller's written quotation. The foregoing shall apply only to failures to meet said warranty that appear within a period of thirty (30) days from the date of receipt of a product or performance of a service (the "warranty period"). This warranty is exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT SHALL APPLY. Seller does not warrant any products or services of others that Buyer has designated.

If any product or service fails to meet the foregoing warranty, Seller shall correct any such failure at its option, (i) by repairing any defective part of the product either at Buyer's facility, or Seller's facility with shipping at Buyer's expense, or by providing advice to Buyer as to how Buyer can make such repairs; or (ii) by making available, any necessary repaired or replacement parts, Ex Works Seller's facility; or (iii) by giving Buyer notice to return such defective product to Seller after which Buyer shall have ten (10) days to send such product to Seller, with shipping, insurance, and packaging prepaid by Buyer, so that after Seller's receipt of such product in the same condition as when it was sent to Buyer, Seller will return such portion of the purchase price received, less Seller's original costs of shipping, insurance and packaging. If the costs of shipping, insurance and packaging are greater than the portion of the purchase price received, Buyer will promptly pay Seller the difference.

The preceding paragraph sets forth the exclusive remedies for claims based on defect in or failure of products or services, whether the claim is in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate and Buyer shall have a reasonable time, within ten (10) days after the warranty period, to give written notice of any defects that appear during the warranty period.

The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. Seller's obligations under this Article shall not apply to any product, or part thereof, which (i) is normally consumed in operation, or (ii) has a normal life inherently shorter than the warranty period, or (iii) is not properly stored, installed, used, maintained or repaired or is modified other than pursuant to Seller's instructions or approval, or (iv) has been subjected to any other kind of misuse or detrimental exposure or has been involved in an accident. In addition, this warranty shall be void if the Buyer makes any repairs to, or effects any changes in, products or parts thereof, which have not been authorized by the Seller in writing.

Seller does not warrant that the products or services sold hereunder conform with any plans or specifications or meet any requirements, industry specifications, codes, standards, laws, rules, regulations and ordinances of any federal, state or local government authority of any country, including the United States Occupational Safety and Health Administration ("OSHA") requirements pertaining to safety or insurance. Any descriptions or illustrations of products contained in Seller's catalogues, price lists, internet site, or other advertising materials are intended merely to present a general description of the products and shall not form a part of the Contract. As the end use of the products cannot be predetermined, Seller takes exception to any and all requirements as are, or may be set forth by OSHA (and any other similar entity in any country) with respect to the products and Seller will not be bound thereby. In the event that OSHA (and any other similar entity in any country) requires additions or modifications to the products before they may be used, it shall be the obligation of Buyer, at its expense, to make such additions and modifications.

4. b. EXCLUSION OF WARRANTIES (FOR "AS-IS" PURCHASES ONLY): Buyer has been given the opportunity to inspect the products prior to the date hereof. THE PRODUCTS SOLD HEREUNDER, WHETHER NEW OR USED, ARE PURCHASED IN THEIR "AS IS" AND "WHERE IS" CONDITION. THE SELLER MAKES NO REPRESENTATION, GUARANTY, OR WARRANTY EXPRESS OR IMPLIED, AS TO QUANTITY, KIND, CHARACTER, QUALITY, CONDITION, WEIGHT, SIZE, OR DESCRIPTION OF ANY PRODUCTS, AND EXCLUDES ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARISING BY OPERATION OF LAW OR OTHERWISE, AND IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

SELLER DOES NOT WARRANT THAT THE PRODUCTS SOLD HEREUNDER CONFORM WITH ANY PLANS OR SPECIFICATIONS OR MEETS ANY REQUIREMENTS, INDUSTRY SPECIFICATIONS, CODES, STANDARDS,

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LAWS, RULES, REGULATIONS AND ORDINANCES OF ANY FEDERAL, STATE OR LOCAL GOVERNMENT AUTHORITY OF ANY COUNTRY, INCLUDING BUT NOT LIMITED TO, THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION ("OSHA") REQUIREMENTS PERTAINING TO SAFETY OR INSURANCE. SELLER MAKES NO WARRANTY THAT BUYER WILL HOLD THE PRODUCTS FREE OF CLAIMS OF THIRD PERSONS, INCLUDING BUT NOT LIMITED TO, CLAIMS OF ALLEGED PATENT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. SELLER SPECIFICALLY DISCLAIMS ANY PATENT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY INDEMNITY AND/OR WARRANTY THAT MAY BE EXPRESSED OR IMPLIED BY ANY STATUTE OF ANY COUNTRY, INCLUDING BUT NOT LIMITED TO, THE UNIFORM COMMERCIAL CODE. Any descriptions or illustrations contained in Seller's catalogues, price lists, internet site, or other advertising materials are intended merely to present a general description of the products and shall not form a part of the Contract. There are no warranties and guarantees whether written, oral, implied or statutory. As the end use of the products cannot be predetermined, Seller takes exception to any and all requirements as are, or may be set forth by OSHA (and any other similar entity in any country) with respect to the products and Seller will not be bound thereby. In the event that OSHA (and any other similar entity in any country) requires additions or modifications to the products before they may be used, it shall be the obligation of Buyer, at its expense, to make such additions and modifications.

5. INDEMNITY: Notwithstanding any other provision of the Contract, in no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall Seller have any liability to Buyer or its insurers for any loss, damage, fines, penalties, or injury arising out of, connected with, or resulting from the Contract, or from its performance or breach, or from the use or consumption of the products or services by Buyer or any subsequent user of the products or services. Buyer expressly agrees that as a condition of its purchase of the products or services, Buyer shall indemnify and hold Seller harmless of, and from any and all liability which may be asserted against or incurred or suffered by Seller by virtue of any suit or claim of any kind arising out of, connected with, or resulting from the Contract, or from its performance or breach, or from the use or consumption of the products or services by Buyer or any subsequent user of the products or services, including claims or suits for breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, including any claim that the products or services furnished by Seller hereunder fail to conform to or comply with any federal, state or local environmental, health or safety laws, regulations or standards of any country, or any claim based upon alleged environmental liability, exposure to hazardous materials, alleged non-compliance of the products or services with OSHA or any other law or regulation, or infringement of patent, trademark or other intellectual property rights involving products or services alone or in combination with any other goods, materials, products or services, or on any other theory of law. Buyer makes this indemnity on its own behalf and on the behalf of its officers, agents or employees, or Buyer's successors, assigns or customers, whether direct or indirect, for losses and damages that may result in connection with the products or services furnished hereunder, including such as may be caused by the negligence of Seller, its officers and employees. Buyer shall pay any and all judgments rendered against Seller as a result of the foregoing and shall pay all costs and expenses incurred by Seller in defending any action brought against Seller as a result thereof, including Seller's reasonable attorney's fees and expenses, expert witness fees and expenses and court costs. If requested by Seller, Buyer shall, at its own cost and expense, defend any and all such actions on Seller's behalf, and agrees not to take a position contrary to Seller's interests in defending such actions.

WARNING: THE PRODUCTS SOLD HEREUNDER MAY BE DANGEROUS IF IMPROPERLY USED. THEY MAY CONTAIN HAZARDOUS CHEMICALS OR OTHER HAZARDOUS MATERIALS, WHICH MAY BE HAZARDOUS TO LIFE, HEALTH OR TO PROPERTY BY REASON OF TOXICITY, FLAMMABILITY, AND EXPLOSIVENESS OR FOR OTHER SIMILAR OF DIFFERENT REASONS.

6. a. TAXES (US DOMESTIC PURCHASE ONLY): In addition to any price specified herein, Buyer shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Seller or Buyer, or Buyer shall furnish Seller with evidence of exemption acceptable to the taxing authorities.

6. b. TAXES AND DUTIES (INTERNATIONAL PURCHASE ONLY): Seller shall be responsible for, and shall pay directly, any and all corporate and individual taxes that are measured by net income or profit imposed by any governmental authority of any country on Seller, its employees or subcontractors due to the execution of any contract or the performance of or payment for work hereunder (the "Seller Taxes"). If Buyer deducts or withholds Seller Taxes, Buyer shall furnish within one month to Seller accurate official receipts from the appropriate governmental authority for each deducted or withheld Seller Taxes. Buyer shall be responsible for, and shall pay directly when due and payable, any and all Buyer Taxes (defined below), and all payments due and payable by Buyer to Seller hereunder shall be made in the full amount of the contract price, free and clear of all deductions and withholding, for Buyer Taxes. If Buyer deducts or withholds Buyer Taxes, Buyer shall pay additional amounts to Seller to cause the amounts actually received by Seller, net of deducted or withheld Buyer Taxes, to equal the full amount of the contract price, and shall provide to Seller within one month, along with such payments, accurate official receipts from the appropriate governmental authority for deducted or withheld Buyer Taxes. If Seller is required to pay Buyer Taxes, Buyer shall, promptly upon presentation of Seller's invoice for such Buyer Taxes, pay to Seller in U.S. dollars an amount equal to the U.S. dollar equivalent of such Buyer Taxes (calculated at the exchange rate in effect at the time payment of such Buyer Taxes was made).

7. LIMITATIONS OF LIABILITY: The total liability of Seller, on all claims of any kind, whether in contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, arising out of or related to the Contract, its performance or breach, or from use of any products, shall not exceed the price allocable to the part of the particular product giving rise to the claim. In no event will such liability exceed five percent (5%) of the total price paid to Seller under the Contract. All liability shall terminate one year from the date of Seller's quotation.

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In no event, whether as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise, shall Seller or its subcontractors or suppliers be liable for loss of profit or revenues, loss of use of the products or any associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, claims of Buyer's customers for such damages, or for any special, consequential, incidental, indirect or exemplary damages, or penalties of any description.

If Seller furnishes Buyer with advice or assistance concerning any products, systems or work which is not required pursuant to the Contract or any mutually agreed written specification, the furnishing of such advice or assistance will not subject Seller to any liability, whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

Buyer waives rights of recovery against Seller, whether Buyer's claim is brought under breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for loss or damage to Buyer's property whether or not such claim is covered by Buyer's insurance.

For the purposes of this Article 7 the term "Seller" shall mean Seller, its principal, its affiliates, subcontractors and suppliers of any tier, and their respective agents and employees, whether individually or collectively.

The provisions of this Article 7 shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising the agreement between Buyer and Seller, except to the extent that such provisions further restrict Seller's liability.

8. COMPLIANCE WITH LAWS: All transactions hereunder shall at all times be subject to and conditioned upon compliance with all applicable export control laws and regulations of the U.S. Government and any amendments thereof. The Buyer agrees that it shall not, except as said laws and regulations may expressly permit, make any disposition by way of transshipment, re-export, diversion or otherwise, of U.S. origin goods and technical data (including computer software), or the direct product thereof, supplied by Seller hereunder. The obligations of the parties to comply with all applicable U.S. export control laws and regulations shall survive any termination, or discharge of any other contract obligations.

The Buyer undertakes to keep itself fully informed of, and to comply with, the export control laws and regulations of the U.S. Government and any amendments thereof.

Buyer certifies that the products, materials, services, technical data, software or other information or assistance furnished by Seller under the Contract will not be (a) used by any individual or entity listed as a prohibited party on any list of the U.S. Government of prohibited or denied parties, (b) sent to any party in a country listed as a prohibited country by the U.S. Government, or (c) used in the design, development, production, stockpiling or use of chemical, biological, or nuclear weapons either by Buyer or by any entity acting on Buyer's behalf.

The products sold hereunder are not intended for application, and are prohibited from use, in connection with any hazardous application. A hazardous application is one in which any failure, malfunction or inaccuracy of a product carries a risk of death or serious bodily injury, such as, but not limited to nuclear facilities, medical equipment, aircraft operation or navigation or communications, air traffic control, weapons systems, life support or other applications representing a similar degree of hazard. Buyer warrants that it shall not use any products for such applications, or permit others to use the products for any such applications. If, in breach of the foregoing, any such use occurs, Seller shall have no liability for any damages or injuries, including but not limited to nuclear or other damage, injury or contamination, and Buyer shall indemnify, defend and hold Seller harmless from all claims, losses, damages and expenses, including reasonable attorney's fees, arising from any prohibited use or hazardous application of any product, whether based on breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

International purchases: Notwithstanding any other provisions herein, Buyer shall be responsible for timely obtaining of any required authorization, such as an export license, import license, foreign exchange permit, work permit or any other governmental authorization, even though any such authorization may be applied for by Seller. Buyer and Seller shall provide each other reasonable assistance in obtaining required authorizations. Seller shall not be liable if any authorization is delayed, denied, revoked, restricted or not renewed and Buyer shall not be relieved thereby of its obligations to pay Seller for its products or services or any other charges which are the obligation of the Buyer hereunder.

9. TECHNICAL ADVICE AND OTHER SERVICES: Buyer is responsible for the design, processing, testing and labeling of any product that Buyer makes using products bought from Seller, and Buyer will not rely on anything on Seller's website or any statement by Buyer about the suitability of products or services provided hereunder. Buyer has tested and investigated products sold by Seller enough to form an independent judgment concerning their suitability for the use, conversion or processing intended by Buyer and will not make any claim against Seller based on the technical advice, statements, data, services or recommendations of Seller.

10. SECURITY INTEREST: Seller reserves, until full payment has been received, a purchase money security interest in the products sold. If the Buyer defaults on any of its obligations to Seller, Seller will have the right to take all actions necessary to repossess the products sold hereunder without liability to Buyer and without posting a bond. Buyer may satisfy the security interest of Seller by paying for the products purchased hereunder in full. Buyer agrees to execute any UCC Financing Statement or such other document appropriate or necessary to perfect the security interest, or in the alternative, Seller may file the Contract as evidence of a financing statement and/or chattel mortgage.

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11. DISCLOSURE OF INFORMATION: Any information, suggestions or ideas transmitted by Buyer to Seller in connection with performance hereunder are not to be regarded as secret or submitted in confidence except as may be otherwise provided in a writing signed by a duly authorized representative of Seller.

12. SOFTWARE: In the event that any product contains computer software, Buyer must contact the owner of such software to negotiate a software license agreement with such owner in order to use such software. Seller makes no representation that it is the owner or licensee of such software, or that it has any right to sell, or grant any license to Buyer to use, such software.

13. PATENTS: Seller makes no warranty that Buyer will hold the products free of claims of third parties, including claims of alleged patent, trademark or other intellectual property infringement. Seller specifically disclaims any patent, trademark, or other intellectual property indemnity and/or warranty that may be expressed or implied by any statute of any country, including the Uniform Commercial Code.

14. APPLICABLE LAW: The validity, performance and all matters relating to the interpretation and effect of the Contract and any amendment hereto shall be governed by the law of the Commonwealth of Virginia, excluding its conflict of law rules which would result in a choice of law for the Contract other than Virginia law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

The parties irrevocably agree that any legal suit, action or proceeding in any matter arising out of or in relation to or based upon the Contract may be instituted only in the United States District Court for the Western District of Virginia, or if such court refuses jurisdiction, any Virginia Commonwealth court which shall have jurisdiction in such matter. Each party irrevocably waives, to the fullest extent it may effectively do so, any objection which it may have or hereafter have to the jurisdiction of or the laying of venue in any of the above courts, including the defense of an inconvenient forum. If Buyer is not otherwise subject to service of process in Virginia, Buyer agrees to and does hereby irrevocably appoint the Secretary of State of the Commonwealth of Virginia as Buyer's agent for the acceptance of service of process, and a copy of such process shall be mailed by Seller to Buyer at Buyer's last known address. The parties agree that a final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or by any other manner provided by law.

15. GENERAL: The delegation or assignment by Buyer of any or all of its duties or rights under the Contract without Seller's prior written consent shall be void.

The provisions of the Contract are for the benefit of the Buyer and the Seller and not for the benefit of any other party.

No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on either party unless made in writing and signed by an authorized representative of each party. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of the Contract even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection. The Contract contains the entire and only agreement between the Buyer and Seller respecting the terms and conditions of sale of products or services from Seller to Buyer and supersedes and cancels all prior negotiations, agreements, commitments and representations between the parties, whether written, oral or implied. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in the Contract.

The invalidity in whole or in part of any part of the Contract shall not affect the validity of the remainder of the Contract. Article headings in the Contract are for convenience of reference only, and do not define, limit, or fully describe the scope or intent of these provisions. The Contract and any other documents attached to or incorporated in the Contract shall be interpreted according to their plain meaning and without regard to factors such as the party who prepared them or the relative bargaining power of the parties.

As used in Seller's quotation and these Terms and Conditions, the terms: "Contract" means only Seller's quotation and these "Terms and Conditions"; "product(s)" means all equipment, parts, materials, supplies, products, components, and other goods, which are described in Seller's quotation referencing and incorporating by reference, these Terms and Conditions, and are available to Seller to supply to Buyer; "including" means "including but not limited to" the specifically enumerated things, states, or actions that follow the term; "or" means "one or the other or all" of the specifically enumerated things, states, or actions that follow the term; and "shall" or "will" means the listed duties or actions are mandatory.

Buyer may terminate an order only upon paying Seller its termination charges determined in accordance with Seller's standard accounting practices upon submission of Seller's invoices therefor. Termination of an order shall not relieve either party of any obligation arising out of work performed prior to termination.

Articles 4 through 15, and any remaining payment obligations of Buyer, shall survive termination of the Contract.

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Signature

Print Name

Title

Company

Date