1. CONTRACT: The terms of this invoice constitute a contract for sale between The Fastron Company ("Fastron") and Buyer (designated on the face hereof) which shall be made and governed by the laws of the State of Illinois with respect to all issues under the Uniform Commercial Code, as adopted by Illinois, and further, Buyer hereby certifies that it constitutes the entire contract between Fastron and Buyer. Fastron’s goods are commercial goods; these terms shall be construed to be between merchants. Except as agreed in writing, these terms contain the entire agreement between Fastron and Buyer. Any allegations of breach of warranty resulting from the performance of or in connection with the terms, hereof, shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing by Fastron, and any such information or knowledge shall be free from restrictions, other than a Claim for patent infringement for which Buyer shall defend, settle, and fully indemnify Fastron.

2. DELIVERY, SHIPMENT RISK OR LOSS: Unless otherwise agreed to in writing by Fastron, all shipments of goods are in accordance with Fastron’s standard shipping policies and shall be F.O.B. Fastron factory for delivery made in writing, and signed on its behalf by an authorized representative. Insofar as any of these terms are not subject to prior approval of Fastron’s Credit Department. The amount of credit or terms of payment may be changed by Fastron at any time for any reason. Pro rata invoices will issue with respect to partial shipments. If shipment is delayed or deferred by an act or omission of Buyer, then from the time the goods are completed and ready for shipment is delayed by Buyer, payment is due on the date Fastron is prepared to make shipment, and goods held in Buyer’s behalf which Fastron deems necessary to protect Fastron’s interest in the goods. In the event that Buyer

3. TERMS: All prices, whether herein named or hereinafter quoted or proposed, shall, at Fastron’s election, be effective at time of shipment. Unless otherwise agreed in writing, payment terms are cash, certified check, C.O.D., or irrevocable Letter of Credit (L/C), U.S. dollars, without right of setoff. No discounts are authorized. Subject to Seller’s approval of Buyer’s credit, payment is due thirty (30) days from date of invoice. All sales are

4. WARRANTY, REMEDIES: All units are guaranteed against defective design, material or workmanship for one (1) year from date of shipment. Defective units are to be returned to the factory. If factory inspection and test

5. TAXES: The amount of the present or future sales, revenue, excise, and all other taxes, whether city, state or federal, applicable to the goods, shall be added to the purchase price and shall be the responsibility of Buyer.

6. RETURN OF GOODS: Buyer agrees not to return goods for any reason, except upon the written consent of Fastron obtained in advance of such return, which consent, if given, shall specify the terms and conditions upon which any such return may be made. Buyer shall request and obtain Fastron’s written Return Material Authorization ("RMA") before returning goods of any type, including warranty repair returns, all return documentation must contain Fastron’s return authorization identification number. Fastron will return shipped returns not approved by Fastron, or not properly identified. The request for return approval must include serial number, part number, lot number and date code, when possible, full identification of goods to be returned and explanation for the return request. Proper handling procedures must be used in the packing and shipping of all returned goods. Goods must be returned in the same or equivalent container in which they were shipped with the RMA number clearly visible on the package. Buyer retains title to goods returned for repair.

7. SPECIAL TOOLS: All the tools, dies, patterns, jigs and fixtures, if any required for the manufacture of the goods shall remain the sole property of Fastron, and shall be retained in Fastron possession, whether or not Buyer has paid Fastron for said tools, dies, patterns, jigs and fixtures.

8. PATENTS: Buyer shall defend, settle, indemnify and hold Fastron harmless from, and release and not make any claim or suit against Fastron because of any suits, claims, losses, or other liability (referred to herein as a “Claim”), made against or suffered by, Buyer arising from any claim of, or infringement of patent, copyright, trademark, or other proprietary right at common law, or claim of unfair trade or of unfair competition however such Claim arises, resulting from, or occasioned by, Buyer’s use, possession, sale, or disposition of the goods sold to Buyer by Fastron.

9. INFORMATION DISCLOSED: No information or knowledge herebefore or hereafter disclosed to Fastron in the course of performance or in connection with the terms, hereof, shall be deemed to be confidential or proprietary, unless otherwise expressly agreed to in writing by Fastron, and any such information or knowledge shall be free from restrictions, other than a Claim for patent infringement for which Buyer shall defend, settle, and fully indemnify Fastron, as part of the consideration hereof.

10. INDEMNIFICATION: To the extent that Buyer’s agents, employees or subcontractors enter upon premises occupied or in or under the control of Fastron, or of any of its customers or suppliers, in the course of performance hereunder, Buyer shall take all necessary precautions to prevent the occurrence of the injury, including death, to any person, or any damage to any property, arising out of any acts or omissions of Buyer, its agents, employees or subcontractors. Except to the extent that any such injury or damage is due solely and directly to Fastron gross negligence, Buyer shall indemnify and hold Fastron harmless against all losses, claims liabilities, and expenses, including reasonable attorneys fees, arising out of any act or omission of Buyer, its agents, employees or subcontractors, and Buyer shall maintain such Public Liability, Property Damage and Employer’s Liability and Compensation Insurance as will protect Fastron from any claims under any applicable Occupational Health and Safety, Workmen’s Compensation and Occupational Disease Acts.

11. FASTRON RIGHT OF POSSESSION: Fastron shall have the right in addition to all others it may possess, at any time, for credit reasons or because of Buyer’s defaults, to withhold shipments, in whole or in part, and to require said goods in transit, retake, and resell any goods which may be stored with Fastron for Buyer’s account, without the necessity of taking any other proceedings, and Buyer consents that all goods so recalled, retaken, or resold shall become the absolute property of Fastron without further liability to Fastron. Fastron retains a security interest in all goods until full payment for goods has been made, Buyer agrees to do all acts necessary to maintain Fastron’s security interest. Buyer hereby apponts Fastron as its agent and Attorney-in-Fact to execute any financing statements under the Uniform Commercial Code and any appropriate amendments thereto on Buyer’s behalf which Fastron deems necessary to protect Fastron’s interest in the goods. In the event that Buyer

12. CANCELLATION: Buyer agrees that an order shall in no event be subject to cancellation except by prior written consent of Fastron, and then only when Fastron is fully reimbursed for work performed and material used.

13. ASSIGNMENT: Buyer shall not delegate any duties, nor assign any rights or claims hereunder, without prior written consent of Fastron, and any such attempted delegation or assignment shall be void. All claims for money due or to become due from Fastron shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other transaction with Buyer, whether such setoff or counterclaim arise or after any such

14. NON-WAIVER REMEDIES: COST AND ATTORNEY’S FEES: JURISDICTION: The remedies here referenced are cumulative and in addition to any other rights that Fastron may have provided for at law, in equity. Fastron may remedy any breach of the terms or conditions hereof and may waive any breach of the terms or conditions hereof without waiving the breach remedied or without waiving any other prior or subsequent breach. Fastron may in its discretion, in its sole and absolute discretion, exercise any of its rights or remedies hereunder or enforcing any of the terms or conditions hereof. Buyer and Fastron each irrevocably submits to the exclusive jurisdiction of the state and federal courts with sits in Chicago, Illinois, for any and all claims relating to the interpretation or enforcement of these Terms and Conditions of Sale, and otherwise in respect to the transactions contemplated hereby and thereby, and hereof, and waives, and agrees not to assert, any objection to the jurisdiction of such court including, without limitation, any objection

15. TRANSPORTATION/PACKAGING: Fastron will ship goods using its established methods of packing and transportation, except as otherwise instructed by Buyer. If Buyer requires other packing or preparation, Buyer will pay the additional costs.

16. WAIVER: The waiver by either party of any term, provision, or condition must be in writing and shall not be construed to be a waiver of any other term, condition, or provision. No waiver or failure to enforce rights or remedies concerning a default shall constitute a waiver of any other or subsequent default.