



TERMS AND CONDITIONS OF SALE

Videojet Technologies (I) Pvt. Ltd.

101/102, Building No.5, Sector-2, Millennium Business Park, Mahape, Navi Mumbai - 400 710

1. Acceptance.

The following terms and conditions of sale are applicable to all quotations and purchase orders and are the only terms and conditions applying to the sale of Seller's products or services except those which relate to prices, quantities, delivery schedules and the description and specification of the products. Seller hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to a purchase order. Buyer's acceptance of products or services called for in said purchase order shall constitute its acceptance of the following terms and conditions.

2. Billing and Payment :

(a) Payment shall be due upon the later of receipt of invoice or delivery of the goods ordered. Seller reserves the right to assess service charges of one and one half percent (1-1/2%) per month on overdue accounts. However, if in Seller's opinion, Buyer's financial condition reasonably appears to call for such action, seller may require payment in advance.

(b) Prices quoted are exclusive of, and Buyer agrees to pay, any federal, state or local excise, sales, use, personal property or any other tax, excepting only taxes based on Seller's income.

(c) If any particular invoice is not paid when due. Buyer agrees to pay all collection costs if this account is referred outside for collection or, if suit is brought to collect this account, Buyer agrees to pay all Costs and reasonable attorney's fees, including all costs and reasonable attorney's fees incurred on any appeal to an appellate court.

3. Place of Delivery and Method of Tender.

(a) All prices are FOB Seller's warehouse. Seller shall arrange for transportation of the goods ordered by appropriate means of transportation. Buyer agrees to pay all transportation charges incurred after the goods are delivered to the carrier.

(b) Where Buyer furnishes special transportation instructions, any special expense is to be borne by the Buyer, including special handling, packaging and additional freight charges.

4. Installation

Unless otherwise specified in writing on a quotation provided by an authorized representative of Seller, Buyer assumes responsibility for installation. Seller agrees to make installation and on site technical support services available at Seller's then prevailing rates.

5. Maintenance.

Buyer assumes responsibility for maintenance on the goods sold to Buyer. Seller agrees, however, to make maintenance services as available at its then prevailing rates.

6. Warranties.

Seller warrants its equipment, parts and supplies in accordance with its standard warranty policies. A written copy of these policies accompanies these terms and conditions are available upon request. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO EMPLOYEE OR AGENT OF SELLER, OTHER THAN AN OFFICER OF SELLER, IS AUTHORISED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING.

7. Limitation of Remedies.

IN NO CASE SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT, TORT OR ANY OTHER LEGAL THEORY. IN ANY EVENT, SELLER'S MAXIMUM LIABILITY HEREUNDER, REGARDLESS OF THE LEGAL THEORY, SHALL NOT EXCEED THE CONTRACT PRICE OF THE GOODS FURNISHED BY SELLER.

8. Remedies

Without waiving any other rights or remedies available to it under applicable law or otherwise, Seller may, at its option, defer shipment or deliveries hereunder, or under or pursuant to any other contract with Buyer, until all past-due accounts of Buyer to Seller have been satisfied in full. If Buyer fails to make payment when due and Seller determines its obligations hereunder to be insecure, Buyer shall promptly return to Seller, on demand, all Products furnished to Buyer hereunder for which payment in full has not been made, and if Buyer fails to return such Products, Seller may, to the extent permitted by law, with or without notice and with or without legal process, enter upon any premises where such Products may be located and take possession of the same. Seller may then sell such Products, with or without notice, at private or public sale at which Seller may purchase, and the proceeds of such sale, less expenses of retaking, repairing, holding and reselling, will be applied to the unpaid purchase price without release of any

deficiency, which deficiency (if any) shall be promptly paid by Buyer. Any surplus above the unpaid balance shall however be remitted by Seller to Buyer.

9. Proprietary Rights.

Seller shall retain all rights to technical data and information, technical processes and business methods, whether patentable or not, arising out of or evolving as a result of Seller rendering engineering services to and designing systems and goods for Buyer's use. Buyer agrees not to enforce against Seller or customers of Seller any patent rights, the scope of which includes a system process or business method utilizing goods or engineering services delivered hereunder by Seller, and which relates to an invention made by or for Buyer (in a date subsequent to the date of Seller's offer hereunder).

10. Hazardous Materials.

Buyer acknowledge that certain supplies covered by this Agreement may be, or become, considered as hazardous materials under various laws and regulations. Buyer agrees to familiarize itself (without reliance on Seller except as to the accuracy of special safety information actually furnished by

Seller), with any hazard of such materials and their applications and the containers in which such materials are shipped. Buyer agrees to inform and train its employees and its customers as to such hazards. Buyer agrees to hold Seller harmless against any claims by Buyer or its employees or customers based (in allegations relating to any such hazards except where such claims are based on failure to meet written specifications or the inaccuracy of specific safety information actually furnished by Seller.

11. Delay

(a) Seller is not liable for loss, damage, detention or delay due to causes beyond its reasonable control, such as acts of God, acts of Buyer, acts of civil or military authority, fire, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

(b) In the event of a delay in excess of **ninety (90)** consecutive days, Buyer has the right to terminate its order as to the undelivered portion thereof without penalty.

12. Cancellation.

Unless otherwise agreed in a writing signed by authorized representatives of Buyer and Seller, all canceled orders will be subject to a 10% cancellation fee. Buyer may not cancel orders for non-standard goods or orders for goods which have left Seller's dock.

13. Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to the conflicts of laws provisions.

14. Entire Agreement.

The above Terms and Conditions constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained herein. Any modifications hereto shall be in writing and signed by both parties.