

TERMS AND CONDITIONS OF SALE

All orders placed for products of Pole/Zero Corporation ("Pole/ Zero") shall be subject to these standard Terms and Conditions of Sale whether or not specifically referred to and no other terms or conditions or any modifications, changes or amendments to these Terms and Conditions of Sale shall be binding upon Pole/Zero unless specifically agreed to in writing by an authorized representative of Pole/Zero. The lack of objection by Pole/Zero to any additional, modifying or deleting provisions contained in any communications from Buyer shall not be construed either as a waiver of these standard Terms and Conditions of Sale or as an acceptance by Pole/ Zero of any deviation from these standard Terms and Conditions of Sale.

1. Orders and Prices

All price and delivery quotations made by Pole/Zero are conditioned upon these standard Terms and Conditions of Sale. No order shall be binding upon Pole/Zero until received at its home office at 5530 Union Centre Drive, West Chester, Ohio and accepted by Pole/Zero. Any contract(s) resulting from acceptance of any order(s) placed with Pole/Zero may only be modified or rescinded by a written document, signed by the duly authorized representatives of both parties. Prices are subject to change without notice, and price quotations, unless otherwise stated, shall automatically expire thirty (30) calendar days from the date issued and may be terminated at any time upon notice to Buyer. All prices listed in Pole/Zero publications are intended as a source of general information only and not as an offer to sell, and all prices contained therein are subject to confirmation by formal quotation by Pole/Zero. Prices do not include transportation charges, insurance costs, export duties, licenses or fees, or any tax or governmental charge of any nature whatsoever.

2. Taxes, Fees and Duties

Any applicable taxes, fees and duties shall be paid by Buyer, either directly or by reimbursement to Pole/Zero. Any claim for exemption by Buyer shall, if applicable, be effective only after receipt of proper exemption forms by Pole/Zero, but in no event after delivery has been made.

3. Inspection and Acceptance

Each product shall be inspected in accordance with standard Pole/Zero inspection and test specifications and/or procedures. Final acceptance shall take place at Pole/Zero's facility.

4. Shipment and Delivery

Delivery shall be ex works, Pole/Zero's facility. Title and risk of loss to all items ordered shall pass to Buyer upon delivery to Buyer's agent for shipment. Shipment shall be made as specified by Buyer in advance or, in the absence of such instruction, as deemed appropriate by Pole/Zero. Freight charges will be prepaid and included in the invoice unless otherwise stated at time of order acknowledgement. All items shall be packaged and packed for shipment in accordance with appropriate commercial practices. Notwithstanding any delivery confirmation, Pole/Zero shall not be liable on account of any delay in the delivery of, nor shall Pole/Zero be liable for inability to deliver, any item(s), if such delay or inability results directly or indirectly from Force Majeure, as defined in Section 7 hereof.

5. Terms of Payment

Unless specified otherwise by Pole/Zero, all items sold hereunder shall be invoiced upon delivery to Buyer's agent for shipment at Pole/Zero's facility. Payment of the amount specified in the invoice shall be due within thirty (30) days from the date of invoice and shall be subject to interest on the unpaid balance at the maximum rate permitted by law. Any orders for items to be exported from the United States shall be accepted subject to U.S. Government approval for export.

6. Applicable Law

This order shall be governed by and be construed in accordance with the laws of the State of Ohio.

7. Force Majeure

Pole/Zero shall not be liable for any losses or damages caused by delay in delivery, or failure to give notice of delay, when any such delay is due to "Force Majeure". In the event of the occurrence of any such delay, the scheduled date of delivery shall be automatically extended for a period equivalent to the time lost by reason of said delay. "Force Majeure" shall include any law, order, regulation, direction, or request of any government having or claiming to have jurisdiction over Pole/Zero, its subcontractors and/or its suppliers; failure or delay of transportation; insurrection, riots, national emergencies, war, acts of public enemies, strikes or inability to obtain necessary labor, manufacturing facilities, material or components from Pole/Zero's usual sources; fires, floods or other catastrophes; acts of God, acts of omissions of Buyer or any causes beyond the control of Pole/Zero and/or of its suppliers.

8. Warranty

a. New Products: Pole/Zero covenants and agrees that new items delivered under this order shall be free from defect in material and workmanship at the time of delivery. Pole/Zero will, at its option, repair, correct or replace, ex works, Pole/Zero's facility, any item which proves to be defective, provided that Pole/Zero is given written notice of any such defect no later than one (1) year after delivery by Pole/Zero. Pole/Zero may, at its option, participate in the defect investigation of the item at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair, correction or replacement in the manner provided above shall constitute fulfillment of all Pole/Zero's obligations under this warranty. This warranty shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innate limited life) or to defects caused by not complying with Pole/Zero's installation and service requirements (if the failed equipment or parts were not installed by Pole/Zero). This warranty shall apply to and include correction of technical data pertinent to defective items to the extent delineated hereinabove, but in no event to computer software.

THE AFOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL POLE/ZERO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

b. Repaired Products: Repairs, for which the customer has paid a fee, will be warranted for a period of 90 days from shipment date. Warranty for paid repairs are exclusively limited to repaired or replaced material and/or workmanship specific to the repairs performed, and does not extend the warranty of the repaired unit. With the exception of warranty period and specific coverage as defined in this paragraph, all other warranty terms shall apply as defined in section 8a.

9. Proprietary Information

Buyer shall not disclose to others any Pole/Zero proprietary information as may be received by Buyer except as authorized in writing by Pole/Zero. All written and descriptive matters which are identified as being proprietary, including but not limited to drawings, descriptions or other papers or documents, software or magnetic media containing such information shall be held in confidence by Buyer. Buyer shall protect Pole/Zero's proprietary information with the same level of care that it protects its own proprietary information but in no case less than reasonable care.

10. Limitation of Liability

Pole/Zero shall not be responsible to Buyer in contract, tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits howsoever these may be characterized. Pole/Zero shall not be liable to Buyer for any amount which in combination will all claims by Buyer against Pole/Zero related to this order exceeds the price of this order. In any event, the liability of Pole/Zero to Buyer, whether in contract, tort (including negligence) under any warranty or otherwise, is exclusively limited to the remedies expressly provided under the terms of this order, in lieu of any and all other remedies at law or in equity.