



## STANDARD TERMS AND CONDITIONS

1. **PAYMENT TERMS.** Unless otherwise specified on a contract or statement of work signed by both Buyer and Seller, Seller reserves the right to require payment in advance of delivery. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Seller reserves the right to suspend or limit performance until all past due sums are paid. Further, Seller reserves the right to charge interest at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever rate is lower, on any unpaid balance owing by Buyer from the date due until the date paid. It is agreed that title to any equipment described herein not fully paid for at the time of delivery to Buyer shall be retained by and remain in Seller until said purchase price is fully paid and if the purchase price is to be paid on an installment basis, Buyer will prior to the time of delivery execute a note, security agreement and financing statement for such purchase price, all upon forms customarily used by Seller in similar transactions.
  2. **TAXES.** Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the sale, delivery, or use of equipment or services sold hereunder, including, as applicable, associated software delivered with such equipment, and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes, which may be imposed upon or payable by Seller.
  3. **DELIVERY.** Unless otherwise specified, delivery will be made FOB place of delivery (UCC) to Buyer's location, according to the delivery schedule specified, which schedule is subject to delays due to causes beyond Seller's control. Cancellation or rescheduling of the delivery by Buyer may be subject to additional charges by Seller.
  4. **SHIPMENT AND RISK OF LOSS.** In the absence of specific instructions, Seller will select the carrier to whom delivery will be made for shipment to Buyer. Except for its obligations under the sections hereof entitled "Warranty", all responsibility of Seller, including but not limited to risk of loss for all items purchased hereunder by Buyer, shall pass to Buyer FOB the place of delivery (UCC) from which Seller elects to make shipment at the time the articles are duly delivered to the carrier. All claims to the carrier for equipment damaged or lost in transit shall be made by the Buyer.
  5. **WARRANTY.** The equipment sold hereunder and its associated software delivered hereunder are subject to the following warranties:
    - A. Seller agrees to repair or replace at its discretion, without charge, any such equipment, which is defective as to design, workmanship or material, and which is returned to Seller, transportation prepaid, or about which seller is notified at its offices, provided: (i) Notice of the claimed defect is given Seller within one (1) year from date of delivery and equipment is returned in accordance with Seller's instructions or access to equipment is provided to Seller. (ii) Such equipment shall not be deemed to be defective, if, due to exposure to any condition in excess of those published in the equipment specification, it shall fail to operate in a normal manner. (iii) Seller's obligations with respect to such equipment are conditioned upon the proper installation, operation and maintenance of such equipment by anyone other than Seller. (iv) The warranty stated in this Section 5A shall be void if such equipment is altered or repair is attempted or made by other than Seller.
    - B. Seller warrants that any software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, will substantially provide the functions(s) set forth in the applicable specification. Seller will, at its option, without charge, revise or replace such nonconforming software provided: (i) Notice of the claimed defect is given Seller within one (1) year from the date of delivery. (ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s). (iii) Seller's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Seller's written instructions. (iv) The warranty stated in this Section 5B shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Seller. Exclusions. For purposes of this warranty, the following equipment are excluded from coverage: (i) Expendables, including but not limited to: light bulbs; batteries; cables and accessories, (ii) Software not manufactured by Seller or from Seller's designs. Such third party software are subject only to such adjustments as Seller may obtain from the supplier thereof. **NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY,**
- INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS GENERAL CONDITIONS OF SALE.**
6. **SOFTWARE LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE.** Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment, is licensed and not sold. Seller shall transfer the license granted by Third Party Software Manufacturers for said Software to Buyer. The license(s) granted are subject to and include(s) restrictions placed by the Third Party Software Providers.
  7. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of the State of Iowa, U.S.A., as the same would be applied to transactions between residents thereof, but without regard to that state's conflict of laws principles.
  8. **FORCE MAJEURE (EXCUSABLE DELAY).** Seller shall not be liable for default or for delay in deliveries due to cause beyond its control and without its fault or negligence, including but not limited to acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government, changes in applicable law or any other act of Government, fires, floods, unusually severe weather, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Seller shall use its reasonable efforts to remove the cause of delay and resume work as soon as possible and to mitigate delivery schedule delay. In no event shall Seller be liable for any damages. Seller reserves the right to provide, at no change in price, a substitute product of equal or better capability provided however that such substitute product maintains the form, fit and functionality of the original equipment.
  9. **NO WAIVER.** No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.
  10. **DISCLAIMER AND LIMITATION OF LIABILITY. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY EQUIPMENT, SERVICES, OR ASSOCIATED SOFTWARE DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, SERVICES, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF SELLER HEREUNDER. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR EQUIPMENT OR SERVICES SOLD HEREUNDER.**
  11. **ENTIRE CONTRACT.** These Standard Terms and Conditions shall comprise the exclusive terms, conditions and agreements of the parties respecting sale of equipment or services described herein, and supersede any provisions on the face and reverse side of Buyer's order or any prior agreement inconsistent with the provisions hereof. Acceptance by Buyer of such equipment or services covered hereunder shall, absent a contrary agreement in writing signed by Seller, constitute acceptance of these Standard Terms and Conditions. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.