



January 1, 2012

Terms and Conditions

1. **OFFER:** Systematic Vision hereby offers for sale the goods and/or services covered by this Quotation, and sale of any such goods and/or services shall be subject to the terms and conditions contained herein, which supersede and replace all prior terms, conditions, proposals or quotations exchanged by the parties. Any additional or different terms already or hereafter proposed by Buyer are objected to by Systematic Vision without need of further notice of objection, and will not be binding upon Systematic Vision unless specifically agreed to in writing signed by Systematic Vision. In the event Systematic Vision is not notified of Buyer's acceptance within 30 days, this Quotation Form shall lapse and be considered null and void. However, notwithstanding the foregoing, buyer's acceptance of any shipment covered by this Quotation shall conclusively constitute Buyer's acceptance of the terms contained herein.
2. **CREDIT AND FINANCIAL CONDITION:** If Systematic Vision in its sole discretion does not approve Buyer's credit, Systematic Vision reserves the right to cancel the entire agreement or to cancel any shipment thereof. In the event of Buyer's bankruptcy or insolvency or in the event any proceeding is brought against Buyer, voluntarily or involuntarily, under the bankruptcy or any insolvency laws, reserving any and all other rights, Systematic Vision will be entitled to cancel any outstanding order during the period allowed for filing claims against the estate and will be paid for its cancellation charges.
3. **PRICES:** Prices are subject to change or withdrawal without notice. All products ordered to customer specifications which require deviations in standard production process and all products requiring certification by Systematic Vision are subject to an additional charge.
4. **TAXES:** Unless otherwise specified, all prices are stated without any applicable excise, sales, use, value, added, or other tax imposed upon the production, sales and/or delivery of these products. Any such taxes, when applicable, will be charged as separate additional items on invoices, unless valid exemption certificates are in the possession of Systematic Vision before the date of shipment.
5. **PAYMENT:** All orders are subject to approval of credit. All bills are due and payable in full upon pick up or delivery, unless prior approval of terms are made. Past due accounts will be subject to finance charges of 1-1/2% per month, 18% per annum on all overdue balances. If payment is not to be in cash, Buyer will execute a financing statement, security agreement, lease, and any other documents reasonably requested by Systematic Vision.
6. **TRANSPORTATION:** All shipments are made F.O.B. point of shipment. Shipments are dispatched with cost advanced by Systematic Vision and billed to customer on the invoice unless Purchase Order includes Buyer's shipping account number. Orders with multiple destinations will be subject to additional charge.
7. **DELIVERY:** Requested delivery schedules of customers will be met to the best of Systematic Vision's ability. Systematic Vision reserves the right to make partial shipments on this order, and each shipment will be invoiced separately. Delivery of samples or of any part of an order does not constitute an obligation to make future deliveries.

8. **TITLE:** Title to items sold hereunder shall pass to the Buyer upon payment to Systematic Vision of the full purchase price. Notwithstanding the foregoing and unless otherwise agreed to by Systematic Vision in writing, all risk of loss shall be borne by the Buyer from the time of delivery of the items by Systematic Vision to a public carrier or other agreed upon means of transportation.
9. **LOSS OR DAMAGE IN TRANSIT:** Systematic Vision assumes no liability for any loss, damage, or destruction of products after delivery is made to the carrier. Shipments will be insured only at the request of and at the expense of the purchaser. If the Buyer asserts any claim against Systematic Vision, it shall be done in writing five days from receipt of shipment.
10. **DELAY/NON-PERFORMANCE:** Systematic Vision will not be liable for delays in performance, including delivery, or for failures to perform, including failure to deliver, due to (a) any causes beyond Systematic Vision's reasonable control, including Systematic Vision's inability to obtain necessary materials, components, services or facilities, or (b) Acts of God, acts of Buyer, acts of civil or military authorities, governmental regulations or priorities, strikes or other labor disturbances, fires, riots, wars, or natural disasters, including epidemics, droughts, floods, or transportation interruptions. Systematic Vision will promptly notify Buyer of any material delay and will specify a revised performance date as soon as practicable. In the event of such delay, this Agreement will not be terminated and the date of performance will be extended for a period of time equal to the period of the delay.
11. **TERMINATIONS:** Orders cannot be countermanded or shipments deferred or goods returned except with consent of Systematic Vision and upon terms that will indemnify it against all loss, including the profit on any part of the order that is canceled. When return of material is authorized by Systematic Vision, shipping charges on said returned material are to be prepaid unless otherwise noted by Systematic Vision in its authorization to return. All canceled orders will be subject to a minimum charge of 20% of the order value.

The Buyer will:

1. Accept delivery of and pay for at current prices all of the material which was either completed by Systematic Vision on the day the termination notice is received by Systematic Vision or which on said date had been acquired by Systematic Vision pursuant to terms not permitting the return of said material.
 2. Pay all costs, direct or indirect incurred by Systematic Vision on that portion that is not finished and/or ready for shipment on the day the termination notice is received by Systematic Vision. "Hold" orders and "Stop Work" orders will be honored for a period of 15 days from receipt of notification. After 15 days, Notices 1 and 2 above apply.
12. **WARRANTIES/DISCLAIMERS :** SYSTEMATIC VISION MAKES NO WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO ANY GOODS OR SERVICES SOLD HEREUNDER, ALL OF WHICH ARE PROVIDED "AS IS." NEITHER DOES SYSTEMATIC VISION WARRANT THE PRODUCTS OF ANY THIRD PARTY MANUFACTURER OR LICENSOR WHICH MAY BE USED OR SUPPLIED WITH THE SYSTEMATIC VISION PRODUCTS, AND BUYER AGREES TO LOOK ONLY TO SUCH THIRD

PARTIES FOR ANY WARRANTY CLAIM RELATING THERETO. SYSTEMATIC VISION EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. SYSTEMATIC VISION DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SYSTEMATIC VISION PRODUCT(S) OR SERVICES WILL MEET BUYER'S REQUIREMENTS, OR THAT THE OPERATION OF THE SYSTEMATIC VISION PRODUCT(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SYSTEMATIC VISION PRODUCT(S) WILL BE CORRECTED. FURTHERMORE, SYSTEMATIC VISION DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SYSTEMATIC VISION PRODUCT(S) OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SYSTEMATIC VISION OR ANY SYSTEMATIC VISION AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF SYSTEMATIC VISION'S LIABILITY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY. BUYER'S EXCLUSIVE REMEDY AND SYSTEMATIC VISION'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL BE, AT SYSTEMATIC VISION'S OPTION, TO REPAIR OR REPLACE THE SYSTEMATIC VISION PRODUCT(S), OR REFUND THE FEE PAID THEREFOR UPON ITS RETURN TO SYSTEMATIC VISION OR SYSTEMATIC VISION'S AUTHORIZED REPRESENTATIVE WITH A COPY OF BUYER'S RECEIPT WITHIN THIRTY DAYS FROM DELIVERY OF THE PRODUCT(S) TO BUYER.

13. LIMITATIONS OF LIABILITY:

(a) SYSTEMATIC VISION WILL NOT UNDER ANY CIRCUMSTANCES, WHETHER AS A RESULT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES, HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF BUYER'S CUSTOMERS, ARISING OUT OF THE USE OF OR INABILITY TO USE SYSTEMATIC VISION PRODUCTS OR SERVICES, EVEN IF SYSTEMATIC VISION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) SYSTEMATIC VISION'S LIABILITY ON ANY CLAIM OF ANY KIND WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, RESULTING FROM, OR CONCERNING ANY ASPECTS OF THIS AGREEMENT OR FROM THE PRODUCTS OR SERVICES FURNISHED HEREUNDER SHALL NOT EXCEED THE PRICE OF THE SPECIFIC PRODUCT OR SHIPMENT WHICH GIVES RISE TO THE CLAIM, AND NO CLAIM MAY BE BROUGHT AGAINST SYSTEMATIC VISION MORE THAN ONE YEAR AFTER ANY CAUSE OF ACTION ACCRUES.

- 14. RETURNS:** Systematic Vision will repair or replace (at its option) any defective unit which is returned within 30 days of receipt by purchaser provided that return authorization is timely requested by Buyer and authorized in writing by the Sales Department of Systematic Vision. Non-defective units cannot be returned without the prior written consent of the Sales Department of Systematic Vision, and, if return is authorized, such returned units will be subject

to a 20% restocking fee. Requests for return authorization of defective or non-defective units must be made within 5 days of receipt. All returns must be made with shipping and handling prepaid to the Systematic Vision plant designated. All returns must be made in the original carton and packing materials, with all accessories and a copy of the original invoice. Returned merchandise must be in a resalable condition or a refurbishing charge will be assessed. No credit can be allowed by Systematic Vision for items damaged in transit. All items returned which are not eligible for credit will be returned to the purchaser, transportation collect. Books, hardware, code tapes, software and special orders that have been assembled or installed can only be exchanged for items of the same kind or repaired by Systematic Vision, at Systematic Vision's option.

15. **CREDITS:** All credits will be allowed in accordance with the prices in effect on the day the products were originally shipped and invoiced to customer.
16. **GENERAL:** No assignment, modification, amendment, rescission, waiver or other alteration or change will bind Systematic Vision unless agreed to in a writing signed by Systematic Vision. This document contains the entire understanding and agreement of the parties concerning the purchase and sale of the items listed on the front hereof. Any proposal, negotiation, representation, promise, (course of dealing or trade usage) not contained or referenced herein will not bind Systematic Vision.
17. Systematic Vision represents with respect to the production of the articles and/or the performance of the services stated herein, it has fully complied with all of the applicable provisions of the Fair Labor Standards Act of 1938, as amended, including sections 6, 7 and 12, regulations under section 14, and all other applicable Administrative Regulations.
18. In connection with performance of work hereunder, Systematic Vision agrees to comply with all provisions, including specifically paragraphs (1) through (7), of Sec. 202, of Executive Order No. 11246 of September 24, 1965, as amended, and rules, regulations and orders pertaining thereto.
19. **SECURITY INTEREST\REMEDIES:** Buyer hereby grants Systematic Vision a security interest in all goods covered by this Form as security for the performance by Buyer of all its obligations under these terms. In the event (a) Buyer defaults in the payment of any monies due to Systematic Vision hereunder beyond the tenth day after the same is due or (b) Buyer defaults in the performance of any other of its obligations under these terms for a period of ten days after receipt by Buyer of notice thereof from Systematic Vision or (c) Buyer files a petition of bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee or makes an assignment for the benefit of creditors or enters into an arrangement with creditors or (d) suffers a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee against it and Buyer fails to secure a discharge thereof within thirty (30) days, then in any such event Systematic Vision may at its option do any or all of the following: (i) collect from Buyer a service charge on all monies due; (ii) terminate the sale; (iii) whether or not this sale is terminated, take immediate possession of any or all of the equipment wherever situated and for such purpose enter upon any premises without liability for so doing; and (iv) sell, dispose of, hold, use or lease all or any of the equipment as Systematic Vision in its sole

discretion may decide without any duty to account to Buyer. Buyer shall in any event remain fully liable for damages as provided by law and for all costs and expenses incurred by Systematic Vision on account of such default including all court costs and reasonable attorneys' fees. The rights afforded Systematic Vision under this paragraph shall not be deemed to be exclusive but shall be in addition to any rights or remedies provided by law.

20. **NO INFRINGEMENTS:** In no event shall Systematic Vision be liable to third parties for damages of any type arising out of Buyer's use of the Systematic Vision products. Buyer furthermore represents and warrants to Systematic Vision that any services performed by Systematic Vision at Buyer's request on material supplied by Buyer, are not in violation or infringement of any person's statutory or common law copyright or other proprietary rights; and Buyer agrees to indemnify Systematic Vision from and against all liability, loss or damage, including reasonable counsel fees, resulting from a claimed violation or infringement of any person's proprietary rights or any litigation based thereon, or from Buyer's use of the Systematic Vision products.
21. **EXPORT REGULATIONS:** Software, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Buyer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Systematic Vision products.
22. **LAW:** Buyer expressly agrees that this contract shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. This contract shall be interpreted and governed by the laws of the United States and the Commonwealth of Massachusetts. In the event a court of competent jurisdiction determines that the internal or domestic laws of the Commonwealth of Massachusetts cannot be applied, then the domestic or internal laws of another state located in the United States which bears a reasonable relationship to the transaction shall apply.
23. **FORUM:** The terms and conditions of this contract shall be adjudicated in the United States in a court in Middlesex County, Massachusetts, unless SYSTEMATIC VISION in its sole and absolute discretion chooses to adjudicate this contract in the United States District Court located in Boston, Massachusetts or any other court located in the Commonwealth of Massachusetts.