

**General** – c3controls and Customer agree that the terms and conditions identified in this document and in any written c3controls specification of services to be furnished hereunder shall govern exclusively the sale or licensing by c3controls of all Goods, products and services (collectively referred to as “Goods”). No addition or modification to any of the terms and conditions as they appear in this document shall be binding upon c3controls unless agreed to in writing and signed by an authorized representative of c3controls. c3controls objects to all other terms and conditions that may be proposed by Customer.

**Payment Terms** – Payment terms to Customers with Satisfactory credit are net fifteen (15) days from date of invoice. Payment terms extended to customers enrolled in c3controls Loyalty Programs or c3controls authorized Stocking Distributor Program, with an account in Good Standing, are net thirty (30) days from date of invoice. If payment of any amount owed to c3controls is not made when due, c3controls reserves the right (in addition to and without limitation of its other rights) to suspend further performance without liability until such payment has been made. Customer agrees to reimburse c3controls for reasonable attorneys’ fees and any other costs associated with collecting delinquent payments.

**Minimum Order** – c3controls has a \$49 minimum order policy. Customers with established credit terms and in good standing, may submit their order through a purchase order. Customers who do not have established credit terms must make purchases by credit card (MC, Visa or AmEX).

**Credit Card Payments** – Customers making payment by credit card authorize c3controls, through its software subscription service, to collect all payments due and owing on all open invoices.

**Shipment** – Shipment will be F.O.B. c3controls factory, warehouse or other point of shipment by c3controls. Customer to pay all shipping, insurance and related expenses. COD orders will be processed through c3controls carrier of choice and include a handling fee. Scheduled or stipulated shipping dates are approximate and based upon prompt receipt of all necessary information from Customer. If shipment is delayed at the request of or due to acts or omissions by Customer, c3controls shall have the right to store the Goods at a place of its own choice at Customer’s risk and expense.

Backorders ship at Customer expense. Additional shipping charges will apply to each shipment. Backorders will be held based on customer request.

**Title and Responsibility** – Title to Goods shall remain with c3controls as security only and until full payment is received by c3controls. Risk of loss or damage shall pass to Customer upon shipment from F.O.B point. All replacement Goods provided hereunder shall be furnished on an exchange basis and may be new or, if not new, shall be equivalent in performance. The returned Goods which are replaced shall become the property of c3controls.

**Export Packing** – c3controls will pack Goods for air shipment and underdeck shipment in accordance with its regular export standard at no additional charge to

Customer. Where such packing for export must conform to definite specifications that differ from the c3controls standard, Customer will be charged for the extra cost incurred.

**Shipping Weights and Dimensions** – Published weights are careful estimates but are not warranted. Dimensions shown in catalog are approximate.

**Quotations** – All written quotations automatically expire unless accepted within thirty (30) days from the date quoted. Verbal quotations expire at the close of business on the same day that they are made. In order for catalog orders to be binding, quotations must specifically identify Goods and list the actual quantities involved. All stenographic and clerical errors by c3controls are subject to correction. All quotations are subject to approval by an authorized representative of c3controls.

**Published Prices** – Prices shown in any c3controls publication are subject to change without notice and are not to be construed as a definite quotation or offer to sell by c3controls. Such publication is maintained only as a source of general information, and any prices shown therein are subject to confirmation with a specific quotation. Orders will be invoiced at prices prevailing at time of shipment.

With respect to services, unless otherwise agreed in writing by c3controls and Customer, (i) the price of any services shall be the c3controls published price therefore in effect as of the date such services are provided; and (ii) c3controls shall have the right to increase or decrease the price of any service effective with respect to any portion of service that have not been provided as of the date of such price change.

**Published Documentation** – The scope of the product, which shall include, but not limited to, range, description, specifications, or dimensions, shown in any c3controls publication is subject to change without notice. Such publication is maintained only as a source of general information, and any information shown therein is subject to confirmation. For manufacturing purposes, refer to the dimensions provided in the c3controls instruction leaflets, engineering drawings, or the dimensions provided on the products.

**Taxes** – The Customer shall pay or reimburse c3controls for all sales, use, excise or similar taxes.

**Scope Change** – All changes affecting Goods, delivery date or otherwise affecting the scope of the order are to be documented in writing and are subject to prior written approval of an authorized representative of c3controls. All changes approved by c3controls may result in price, delivery, specification, and/or other changes.

**Limited Lifetime Warranty** – Unless otherwise provided in writing and approved by c3controls, c3controls warrants, for a period of ten (10) years (which period is a reasonable Lifetime of the Product) from the date of the c3controls invoice, that all Goods (excluding enclosures, plotter, plotter accessories and clearance sale products) will be of merchantable quality and free from defects in material workmanship and design in accordance with generally recognized, applicable and accepted practices and procedures in the industry as of the date of shipment of such Goods by c3controls.

c3controls’ warranty hereunder shall include specifications as agreed upon in writing by c3controls prior to the date of shipment; provided, however that c3controls will not be liable for any loss or damage resulting from any design furnished by Customer and incorporated into the Goods. c3controls’ warranty hereunder extends to Goods purchased by c3controls for sale with the Goods manufactured by c3controls only to the extent that the decision to incorporate such Goods is made solely by c3controls. Otherwise, any warranty applicable to such purchased Goods shall be limited solely to the warranty extended by the original manufacturer. Repaired or replaced Goods are warranted for a period of six (6) months from the date of shipment of the replacement, or for the remainder of the original warranty term, whichever is longer.

Warranty coverage hereunder must be consistent with other provisions herein and shall be limited to the replacement, repair or modification of, or issuance of a credit for, the Goods involved, at c3controls’ option, and only after the return of such Goods with c3controls consent in accordance with RETURN OF EQUIPMENT.

Warranty coverage hereunder is available only if (i) c3controls is promptly notified in writing upon discovery of an alleged defect, and (ii) c3controls’ examination of the subject Goods discloses, to its satisfaction, that any alleged defect has not been caused by misuse; neglect; improper installation; improper operation; improper maintenance, repair alteration or modification; accident; or unusual deterioration or degradation of the Goods or parts thereof due to physical environment or due to electrical or electromagnetic noise environment. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS and thereby excludes certifications or the like for product performance, use or design with respect to any standard, regulation or the like (unless and to the extent independently approved in writing by an authorized representative) of C3CONTROLS AND (iii) EXTENDS ONLY TO CUSTOMER PURCHASING FROM C3CONTROLS OR AUTHORIZED C3CONTROLS RESELLER.

**Limit of Liability** – IN NO EVENT, REGARDLESS OF CAUSE, SHALL C3CONTROLS ASSUME RESPONSIBILITY FOR OR BE LIABLE (i) FOR PENALTIES OR PENALTY CLAUSES OR ANY DESCRIPTION, OR (ii) FOR INDEMNIFICATION OF CUSTOMER OR OTHERS FOR COSTS, DAMAGES, OR EXPENSES EACH ARISING OUT OF OR RELATED TO THE GOODS OR SERVICES OF THIS ORDER, OR FOR CERTIFICATION, UNLESS OTHERWISE SPECIFICALLY PROVIDED HEREIN, OR (iii) FOR INDIRECT OR CONSEQUENTIAL DAMAGES, UNDER ANY CIRCUMSTANCE, INCLUDING ANY LOSS, INJURY OR OTHER DAMAGES. C3CONTROLS MAXIMUM LIABILITY, INCLUDING DIRECT DAMAGES, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE ORDER. THIS LIMITATION OF C3CONTROLS LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT OR TORT INCLUDING NEGLIGENCE. ANY ACTION AGAINST C3CONTROLS MUST BE BROUGHT WITHIN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. Notwithstanding any provision of these

Terms and Conditions, c3controls shall not be liable to any person for incidental, indirect, special or consequential damages, or for lost profits, savings or revenues of any kind, whether or not c3controls has been advised of the possibility of such damages. For purposes of this section, c3controls shall be deemed to include c3controls, its subsidiaries and affiliates, and the directors, officers, employees, agents, representatives, subcontractors and suppliers of all of them.

**Export Control** – Any Goods or technical data supplied by c3controls under these Terms and Conditions are subject to the United States Export Administration Act and Regulations thereunder, which includes the licensing of certain products. It is the responsibility of the exporter to comply with the Act and Regulations.

**Return of Equipment** – Approval for return of Goods, whether under the Warranty clause or otherwise, must be obtained in writing from an authorized representative of c3controls. No approval shall be granted for the return of clearance sale products, or for the return of Goods under any circumstances where the original invoice date for such Goods is more than ninety (90) days prior to the date that a request is made to c3controls for such approval. All Goods returned must include reference to all pertinent order information for those Goods, including order, part, model, and serial numbers, as well as details of the system from which the Goods were removed, when appropriate. Except for Goods under warranty, cost for placing Goods returned for credit in a saleable condition will be charged to Customer.

Goods returned must be carefully packed so as to reach c3controls without damage. Goods accepted for return, which are not covered by a warranty, are subject to a minimum restocking charge, plus all transportation charges incurred by c3controls. Replacement Goods returned to c3controls must be in a repairable condition; otherwise, Customer will be billed per c3controls’ policy. Goods built to Customer’s specification or Goods that have been modified by Customer cannot be returned for credit under any conditions.

All Goods to be returned must be shipped to locations stipulated by c3controls at the time c3controls approves the return of the Goods. The shipping container of all returned Goods must be clearly marked in accordance with c3controls’ directives.

All credit memorandums issued directly by c3controls expire one (1) year from the date of the c3controls credit memorandum. Credits are worth no cash value and are not valid with any other offer. No cash back. Credits are only valid on c3controls’ product and must be redeemed directly through the c3controls factory, Beaver, PA, USA.

**Cancellation and Termination** – Any order or contract may be terminated by Customer by written notice and upon payment to c3controls of reasonable and proper cancellation charges, including but not limited to all labor, facility, and equipment costs identified in the order or contract and which have been incurred prior to the date of notice of cancellation. All additional costs resulting from the cancellation and ten percent (10%) of the final net price will be included in the cancellation charges to compensate for disruptions in scheduling, planned production, and other direct costs to c3controls.

Payment shall be made within thirty (30) days from date of invoice. c3controls shall have the right to cancel any order or contract at any time by written notice due to any breach of the order or contract by the Customer. c3controls shall be entitled to collect cancellation charges as identified above.

No termination by Customer for default shall be effective unless and until c3controls shall have failed to correct such alleged default within (45) days after receipt by c3controls of the written notice specifying such default.

**Force Majeure** – c3controls shall not be liable for any loss, damage or delay in delivery due to acts of God or causes beyond its reasonable control including acts of Customer, acts of God or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, embargoes, or inability due to causes beyond its reasonable control to obtain necessary engineering talent, labor, materials, or manufacturing facilities. In the event of such delay, the delivery date shall be extended for that length of time as may be reasonably necessary to compensate for the delay.

c3controls shall not be liable to Customer in any manner or be deemed to be in breach of the Same Day Shipping Guarantee because of any delay or any failure under the c3controls Same Day Shipping Guarantee if the delay or failure was due to any cause beyond c3controls reasonable control, which shall include, but not be limited to, acts of the Customer, acts of God or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, embargoes, or inability due to causes beyond its reasonable control.

**Intellectual Property** – c3controls shall defend any suit or proceeding brought against Customer or any Customer of Customer, so far as the same is based upon a claim that the design or construction of Goods sold by c3controls infringe a United States Patent, Copyright or Mask Work Registration (excepting a claim based upon a design or modification incorporated in such Goods at the request of Customer); provided that Customer promptly notifies c3controls of any such suit or proceeding in writing and provided that, at c3controls' expense, (a) Customer gives c3controls the right to defend or control the defense of any such suit or proceeding, including settlement, and (b) Customer provides all necessary information and assistance for defense on a timely basis. This obligation to defend shall extend, in the case of non-standard Goods sold by c3controls to Customer, to a claim based upon the use of Goods, but only when such use is not in combination with any other apparatus and only to the extent that c3controls was informed by Customer of such use in writing prior to the date of c3controls' shipment of the Goods. No implied license is granted to use the Goods in any infringing manner.

c3controls will pay all costs and damages finally awarded or agreed upon by c3controls that are directly related to any such claim. In the event the Goods, or any part thereof, is in such suit held to constitute infringement and the use of said Goods or part thereof is enjoined, c3controls will at its own expense either procure for Customer the right to continue using such Goods or part thereof, replace same with

non-infringing Goods, modify the same so it becomes non-infringing, or remove the Goods and refund the purchase price and the transportation and installation costs thereof. THIS PARAGRAPH SETS FORTH C3CONTROLS ENTIRE LIABILITY WITH RESPECT TO ANY AND ALL INTELLECTUAL PROPERTY CLAIMS RELATED TO OR ASSOCIATED IN ANY WAY WITH THE GOODS.

**Government Clauses and Contracts** – No Government contracts, regulations or clauses shall apply to the Goods of this order or bind c3controls unless specifically agreed in writing by an authorized representative of c3controls.

Goods sold by c3controls are not intended to be used, nor shall they be used, as a "Basic Component" under 10 CFR 21 (NRC).

**Visitor Passes** – c3controls shall be provided such access to Customer's premises as c3controls deems reasonably necessary to enable c3controls to provide services to Customer in accordance with these terms and conditions and any applicable specification relating hereto. Notwithstanding anything in any visitor pass form, premises access agreement, or similar document presented by Customer to any c3controls representative as a condition of access to Customer's premises, c3controls and its representatives shall not: (i) be liable for any claim, injury or damage to Customer, its agents, employees or contractors or any third party relating to or arising out of c3controls visit or Customer's premises, except for incidents occurring while c3controls personnel are on Customer's premises and only to the extent such claim, injury or damage results directly solely from the negligence of c3controls representative; (ii) waive any claim for loss or damage to person or property caused by Customer, its agents, employees, contractors, or any third party; or (iii) release Customer, its agents, employees, or contractors or any third party from any claim for injury, loss or damage to person or property occurring during c3controls visit to Customer's premises.

**Assignment** – This agreement may not be assigned by either party without the written consent of the other party except that c3controls may, without the consent of Customer, assign this agreement to a present or future affiliate or subsidiary or assign the right to receive payment hereunder thereto.

**Governing Law** – This agreement shall be deemed to be made in and performed in the Commonwealth of Pennsylvania and shall be governed by and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, including its provisions of the Uniform Commercial Code, but specifically excluding the provisions of the 1980 UN Convention Contracts for the International Sales of Goods. If any portion of these Terms and Conditions are found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in full force and effect.

**Patterns, Molds, Tools and Dies** – Notice will be given if special patterns, molds, tools or dies are required to complete any order. Charges for such patterns or tools do not convey title thereto nor the right to remove the same from c3controls' plant. If patterns, molds, tools or dies are not used for a period of two years, c3controls shall have the right to scrap them without notice to Customer.