



G3 TECHNOLOGIES, INC.
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TERMS AND CONDITIONS OF SALE

These TERMS AND CONDITIONS govern the sale of all products and services ("Products") by G3 Technologies, Inc. ("Seller") and apply notwithstanding any conflicting, contrary or additional terms and conditions in any purchase order or other document or communication ("Purchase Order") from buyer. These Terms and Conditions may only be waived or modified in a written agreement signed by an authorized representative of Seller. Neither Seller's acknowledgment of a Purchase Order nor Seller's failure to object to conflicting, contrary or additional terms and conditions in a Purchase Order shall be deemed an acceptance of such terms and conditions or a waiver of any provision hereof.

1. ORDERS: Orders shall be initiated by Buyer issuing a Purchase Order or otherwise placing an order by electronic means acceptable to Seller. Orders shall identify the Products, unit quantities, part numbers, descriptions, applicable prices and requested delivery dates. All orders are subject to acceptance by Seller in its sole discretion. No orders for standard Products ("Standard Products") may be cancelled or rescheduled without Seller's consent, which consent may be withheld by Seller in its sole discretion. Notwithstanding any provisions of these Terms and Conditions to the contrary, orders for special, custom or value-added and other nonstandard Products, including Products to be assembled in kit form, Products of manufacturers which do not appear on Seller's published product list, work-in-process and Products otherwise identified by Seller as "NCNR" or "Non-Cancelable and Non-Returnable" ("Non-Standard Products") shall be non-cancelable and non-returnable.

2. PRICES: Prices shall be specified by Seller and shall be applicable for the period specified in Seller's proposal or standard price list. If no period is specified, prices shall be applicable for thirty (30) days from the date of proposal or publication, as applicable. Notwithstanding the foregoing, prices shall be subject to increase in the event of an increase in Seller's costs or other circumstances beyond Seller's reasonable control. Prices are exclusive of taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by government authority, shipping charges, forwarding agent's and broker's fees, consular fees, document fees and import duties. If Seller shall be liable for or shall pay any of the foregoing, the same shall be paid by Buyer to Seller in addition to the price of the Products.

3. TERMS OF PAYMENT: Payment shall be net thirty (30) days from the date of invoice or as otherwise specified by Seller. Buyer agrees to pay the entire amount of each invoice from Seller pursuant to the terms of each such invoice without offset or deduction. Orders are subject to credit approval by Seller, and Seller may, in its sole discretion and at any time, change the terms of Buyer's credit, require payment in cash, bank wire transfer or by official bank check and/or require payment of any or all amounts due or to become due for Buyer's order before shipment of any or all of the Products. If Seller believes in good faith that Buyer's ability to make payments may be impaired or if Buyer shall fail to pay any invoice in full when due, Seller may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or remaining balance thereof, and Buyer shall remain liable to pay for any Products already shipped and all Non-Standard Products ordered by Buyer. Buyer agrees to submit such financial information from time to time as may be reasonably requested by Seller for the establishment and/or continuation of credit terms. Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by Seller against any obligation owing from Buyer to Seller, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing from Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue collection of any remaining balance. Buyer shall pay interest on any invoice not paid when due from the due date to the date of payment at the rate of one and one-half (1-1/2%) percent per month or such lower rate as may be the maximum allowable by law. If Buyer fails to make payment when due, Seller may pursue any legal or equitable remedies, in which event Seller shall be entitled to reimbursement for costs of collection and reasonable attorneys fees.

4. DELIVERY AND TITLE: All shipments by Seller are FOB point of origin and all transportation charges, including insurance, shall be paid by Buyer in addition to the price of Products. Subject to Seller's right of stoppage in transit, delivery of the Products to the carrier shall constitute delivery to Buyer and the title and risk of loss shall thereupon pass to Buyer. Selection of the carrier and delivery route shall be made by Seller unless specified by Buyer. Seller shall use reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery dates. Buyer acknowledges that delivery dates provided by Seller are estimates only and that Seller is not liable for failure to deliver on such dates. Seller reserves the right to make deliveries in installments. Delivery of a quantity which varies from the quantity specified shall not relieve Buyer of the obligation to accept delivery and pay for the Products delivered. Delay in the delivery of one installment shall not entitle Buyer to cancel other installments.

5. ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS: Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within ten (10) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within ten (10) days after delivery. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller at its sole discretion. Returned products must be in original manufacturer's shipping carton(s) complete with all packing materials, and may be subject to a 15% restocking fee. All Products for return shall be freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products. Products not eligible for return shall be returned to Buyer, freight collect.

6. FORCE MAJEURE: Seller shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in the law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Seller's time for performance of any such obligation shall be extended for the

time period of such delay or Seller may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Buyer.

7. SELLER'S LIMITED WARRANTY: All products manufactured and supplied by Seller carry a limited warranty against original defects in materials and workmanship under normal use in accordance with instructions and specifications published by Seller for a period of one (1) year from the date of shipment from Seller (Warranty).

- a. In the event of a product defect or failure that is covered by Warranty, Seller will either repair or replace, in its sole discretion, the defective product.
- b. To return a product for warranty service,
 - i. Contact Seller to request an RMA (Return Material Authorization) number,
 - ii. Ship the defective product to Seller freight pre-paid with the RMA number clearly shown and the observed failure described.
- c. In the event that a product returned for warranty service shows evidence that failure was due to misuse or abnormal external conditions, or if after reasonable testing no problem is found, the customer will be given a choice to (i) have it sent back as-is, or (ii) repair or replace. In either case, the customer will be invoiced at regular rates for shop labor, materials and shipping.
- d. Any warranty on third-party products supplied by Seller is limited to the warranty terms from that product's manufacturer, and is not covered by Seller's Warranty.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, express or implied, and Seller specifically disclaims all warranties of merchantability or fitness for a particular purpose. In no event shall Seller, its suppliers or licensors be liable for damages in excess of the purchase price of the product, for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings, or other incidental, special or consequential damages arising out of the use or inability to use the product, to the full extent such may be disclaimed by law.

8. LIMITATION OF LIABILITIES: Buyer shall not in any event be entitled to, and Seller shall not be liable for, indirect, special, incidental or consequential damages of any nature including without limitation, business interruption costs, removal and/or reinstallation costs, procurement costs, loss of profit or revenue, loss of data, promotional or manufacturing expenses, overhead, injury to reputation or loss of customers, even if Seller has been advised of the possibility of such damages. Buyer's recovery from Seller for any claim shall not exceed Buyer's purchase price for the product giving rise to such claim, irrespective of the nature of the claim, whether in contract, tort, warranty, or otherwise. Seller shall not be liable for, and Buyer shall indemnify, defend and hold Seller harmless from, any claims based on Seller's compliance with Buyer's designs, specifications or instructions, or modification of any products manufactured or supplied by parties other than Seller, or use in combination with other products.

9. USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS: Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend, and hold Seller and the manufacturer of the Products harmless from and against any and all such claims, damage, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

10. EXPORT CONTROL: The sale, resale or other disposition of Products and any related technology or documentation are subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Buyer agrees to comply with such laws, regulations and orders and agrees that it shall not directly or indirectly export any Products to any country to which such export or transmission is restricted or prohibited. Buyer acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

11. 11. STATEMENTS AND ADVICE: If statements or advice, technical or otherwise, are offered or given to Buyer, such statements or advice shall be deemed to be given as an accommodation to Buyer and without charge and Seller shall have no responsibility or liability for the content or use of such statements or advice.

12. 12. INTELLECTUAL PROPERTY: If an order includes software or other intellectual property, such software or other intellectual property is provided by Seller to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

13. 13. GENERAL: As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void. Notwithstanding the foregoing, Seller's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of the Seller. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. The waiver of any provision hereof or of any breach or default hereunder shall not be deemed a waiver of any other provision hereof or breach or default hereunder. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Kansas excluding any law or principle which would apply the law of another jurisdiction. The United Nations Convention for the International Sale of Goods shall not apply.