

**DETEK, INC**  
Temple Hills, MD 20748

**TERMS AND CONDITIONS OF SALE**

1. **Exclusion of Other Terms** DETEK, Incorporated (the "Company") sells goods exclusively on the terms and conditions stated on this Form. The terms and conditions stated herein may not be varied by Buyer, and no additional or different terms or conditions, whether stated in Buyer's purchase order form or elsewhere, shall be applicable to the transaction unless specifically agreed to in a separately signed, written instrument by an officer of the Company. All transactions for the sale of goods are subject to acceptance or rejection by the Company when received at its headquarters in Temple Hills, MD.

2. **Prices.** All prices are F.O.B. - Shipping Point, exclusive of freight, insurance and local delivery charges, if any. Shipping Point will normally be Temple Hills, MD. However, if an item is not in stock we may elect to drop ship directly from the manufacturer to the buyer. In such cases, the manufacturer's facility will be the Shipping Point.

3. **Taxes.** All applicable sales, use, excise, gross receipts and other similar taxes (excluding only taxes on the net income of the Company) are the responsibility of the Buyer, and Buyer shall promptly pay or reimburse the Company for payment of any such taxes on demand. If Buyer claims an exemption from such taxes, a written exemption certificate must be furnished to the Company for the State into which the goods are to be shipped or delivered.

4. **Payment** - Orders are invoiced at the time of shipment and payment in full is due within 30 days of the date of the Company's invoice. Amounts unpaid thirty (30) days from the date of invoice shall be considered delinquent and shall be subject to a delinquent payment charge in the amount of one and one-half percent (1 ½ %) per month (or the highest rate permitted by law) for each month, or part thereof, that the amount remains delinquent.

5. **Shipment** - The Company shall not incur any liability of any kind whatsoever for failure to ship on any particular date, unless a firm shipping date has been expressly agreed to by an officer of the Company in a written instrument. Risk of loss shall pass to Buyer when the goods are placed in the possession of a common carrier. Claims against the carrier shall be the responsibility of the Buyer, and claims against the Company for patent defects, errors, or shortages must be made in writing to the Company within fifteen (15) days of receipt of the goods, or such claims shall be deemed to have been waived.

6. **Warranty Matters** - Detek, Inc acts as a manufacturer's representative and manufacturer's authorized reseller. Resale products are goods, which are sold with Company's goods, which are not manufactured by the Company and are supplied as an accommodation to the Buyer. Company's responsibility for resale products is limited to reasonable commercial effort to arrange for procurement and shipping. Unless otherwise agreed, all prices are FOB resale product manufacturer's factory. Standard documentation such as material certification, MSDS, etc. shall be only as supplied by the resale product manufacturer. Company makes no warranty for resale products, either express or implied including warranties of merchantability and fitness for a particular purpose. The only warranties made with regard to resale products are those made by the resale product manufacturer to buyer, if any. Buyer agrees that Company has no liability for resale products beyond the services within Company's direct control necessary to reasonably discharge the above stated responsibility and that Company shall not be liable for delays caused by resale product manufacturer. Buyer further agrees that Buyers Sole and Exclusive Remedy for the Company's breach of the stated responsibility shall be limited to the difference between the resale product manufacturer's price to the Company and the Company's price to the buyer for the resale products involved in such breach. Buyer agrees that in no event shall Company's liability for resale products extend to include incidental, or consequential damages including, but not limited to, loss of anticipated profits, loss of use, loss of business, lost opportunities, loss of revenue, and the like. In no event, shall Company be liable for

property damage, and or third party claims covered by umbrella insurance and/or indemnity coverage provided to buyer, its assigns and each successor in interest to the goods provided against the above referenced order. Buyer agrees, that as such, any and all indemnity clauses contained in either buyer or Company's standard terms are null and void for resale products on all orders governed by these Terms and Conditions.

7. **Damage Limitation.** Under no circumstances, shall the Company be liable for any lost profits, or other incidental or consequential damages of any kind for any reason whatsoever with respect to its products or the transactions by which its products are sold.

8 **Cancellations** - Orders accepted by the Company may be cancelled by the Buyer prior to shipment only with the Company's consent. Cancellation may be subject to payment of a cancellation charge equal to ten percent (10%,) for orders cancelled less than thirty (30) days prior to shipment.

9 **Returned Goods.** The buyer may return goods only with the Company's consent and may be subject to payment of a twenty percent (20%) restocking charge. Goods must be in new condition and in original shipping containers.

10 **Software** - Any software or embodied within Products shall be governed by separate license agreement(s) which will be furnished to the Buyer at the time of delivery. Notwithstanding any other terms or conditions neither title to the software, not proprietary rights associated with the software, shall be transferred to the Buyer. The software comprises proprietary information and technology of the Company, and the Buyer may be required to adhere to certain nondisclosure obligations set forth in the aforementioned license agreement(s).

11. **Excuse** - In no event shall the Company be liable for any loss or damage resulting from any delay or failure in shipment or other failure to perform with respect to the sale of goods where such delay, failure, loss or damage is the proximate result of any act of any governmental authority, revolution, riot, civil disorder or disturbance, act of enemies, delay or default in transportation, strike, dispute among or between labor unions or other labor disputes, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any other cause not within the reasonable control of the Company, whether of the class of causes enumerated or otherwise. Without limiting the generality of the foregoing, the Company may, without causing a breach or incurring liability, allocate goods which are in short supply irrespective of the reasons therefor, among customers in any manner which the Company in its sole discretion deems advisable.

12. **Governing Law** - the transaction with respect to the sale of goods shall be governed by and interpreted and construed in accordance with the laws of the State of Maryland, and any action arising out of such transaction shall be brought exclusively in courts seated in Prince George's County Maryland. Buyer agreement to such exclusive jurisdiction and venue is a condition of sale.

13. **ENTIRE AGREEMENT** - This instrument constitutes the entire and only agreement between the parties hereto concerning the subject matters covered herein and any representation affirmation of fact and course of prior dealings promise or condition in connection herewith or us age of the trade not incorporated herein shall not be binding on either party. No waiver alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by a specifically authorized representative of Detek, Inc.