



AUTEC NORTH AMERICA LLC TERMS AND CONDITIONS OF SALE

These terms and conditions ("Terms") constitute the sole and entire offer of AUTEC NORTH AMERICA LLC ("Seller") to Buyer. The form(s) to which these Terms is attached or which reference these Terms ("Quotation") is incorporated herein by reference and these Terms shall relate to and control the sale of the systems, goods or equipment, or any component thereof, ("Products") described therein. Buyer's acceptance of this offer must be made on the exact terms and conditions provided herein and Seller is not and shall not be bound by, and Seller objects to, any terms and conditions on Buyer's purchase orders or acceptance or acknowledgment forms or similar documents which are at variance with or additional to these Terms, whether made before or in response to the Quotation or these Terms. Seller's failure to object to provisions contained in the aforementioned forms or documents shall not be deemed a waiver of these Terms. Any contract between Seller and Buyer for the sale of the Products shall be subject to these Terms unless such contract is signed by the President of Seller and specifically states that the provisions contained therein are intended by Seller to supersede the provisions contained herein. No contract shall exist except as herein provided. Any acceptance or confirmation by Seller of any order for such Products is conditioned upon and subject to these Terms regardless of and superseding any conflicting or additional provisions of such order. Buyer's receipt or retention of the Products constitutes Buyer's acceptance of and agreement to these Terms regardless of any objections or writing contrary hereto.

1. Order Confirmation.

Seller will issue an Order Confirmation ("Order Confirmation") form upon acceptance and authorization of a purchase order. The Order Confirmation, including these Terms, constitutes the entire agreement between Seller and the Buyer and supersedes any previous agreements. Prices and delivery dates stated on said Order Confirmation shall prevail in the event of a discrepancy between the Order Acknowledgement and the Buyer's written order.

2. Price; Payment Terms.

Unless otherwise specified herein, all prices are f.o.b. point of shipment, are stated in U.S. Dollars, and are subject to change by Seller without notice. All prices are subject to adjustment necessitated by Seller's compliance with applicable government requirements, laws or regulations. In any event, prices herein or heretofore quoted expire thirty days after date of the quotation.

Unless otherwise specified herein, Buyer's order is subject to Seller's applicable Pricing Policies (to be determined in Seller's sole discretion) as follows:

- a. Firm Price: All shipments will be invoiced at the price quoted upon quotation and the Order Confirmation, are not subject to change on date of shipment. Should shipment be deferred by Buyer beyond two months from date of Order Confirmation, shipments will then be invoiced at Seller's price in effect on date of shipment.
- b. Price in Effect: All shipments will be invoiced at Seller's price in effect on the date of shipment.

Unless otherwise specified herein, pro rata payments are due as shipments are made. If shipments are delayed



by Buyer, payments are due from the date when Seller is ready to ship. If fabrication is delayed by Buyer, payment shall be made based on the contract price and percentage of the product completion. Products held for Buyer shall be at the risk of and at the expense of Buyer.

Unless different payment terms are stated on the Quotation or herein, payment terms are as follows: Domestic Shipments -Net 30 (Written Credit Approval Required); Export Shipments - unless otherwise approved by Seller's Credit Department, all export sales must be secured by a cash in advance wire transfer of funds or irrevocable bank letter of credit acceptable to Seller (US Dollars). All amounts more than thirty days past due shall bear interest at a rate of 1.5% per month (18% per annum), payable on demand.

3. Taxes.

Sales, use, excise and other taxes, duties and charges imposed by federal, state, local or foreign governments with regard to the manufacture, sale or delivery of the Products are not included in the prices herein and shall be paid timely by Buyer. Buyer must provide any applicable tax exemption certificate acceptable to the appropriate taxing authority prior to shipment.

4. Delivery, Performance and Inspection.

Availability of all material quoted upon is subject to prior sale. All delivery promises will be calculated from the date of receipt of the order, or of final approval by the customer of any necessary blueprints, sketches, specifications or information required for the identification and production of the material converted by the order. In no event will the Seller be responsible for any loss or damages due to failure to make delivery in accordance with the delivery promise.

Deliveries of Products, unless otherwise specified herein, f.o.b. point of shipment, Eden Prairie, MN 55344. Shipment will be made in accordance with Buyer's instructions or, in the absence of such instructions, any standard method chosen by Seller, at Buyer's expense. Upon delivery of the Products to carrier, Buyer assumes all risk of loss and damage resulting from any cause whatsoever. Shipping, delivery or performance dates are approximate and are not guaranteed. Partial deliveries shall be accepted and paid for by Buyer at contract prices and terms.

Buyer shall inspect the Products immediately upon arrival of the Products at the facilities of Buyer or other consigned destination and, within fifteen days after arrival or stated completion, Buyer shall give written and telephonic notice to Seller detailing any manner (including, but not limited to, shortages or nonconformance) in which the Products fail to conform with the terms contained herein, including but not limited to all applicable specifications and warranties. Buyer shall allow Seller a reasonable time (minimum sixty days) after receipt of written notice to determine whether any nonconformance exists and correct any nonconformance with which Seller concurs, and Buyer shall give full cooperation to Seller in making such determination and correction. Failure by Buyer to give notice within such period shall constitute an irrevocable acceptance of the Products by Buyer, and Buyer shall be bound to pay the purchase price of the Products.



5. Force Majeure.

Seller shall not be liable for delay or other failure of delivery or any other performance due to acts of God, acts or omissions of Buyer, acts of military or civil authorities, fire or other casualty, labor disturbances, weather, war, riot, acts of terrorism, failure or delays in transportation, withdrawal or loss of applicable export or import licenses, inability to obtain necessary materials or services through Seller's usual and regular sources at usual and regular prices, or any cause(s) beyond Seller's reasonable control.

In any such event, Seller may, at any time without further liability to Buyer, postpone or terminate all or any portion of performance under this contract.

6. Cancellation by Buyer; Returns.

Buyer may not cancel this contract or return any Products except upon written consent of Seller and payment of all cancellation and restocking charges Seller may impose at its discretion, which charges may include, among other things, all costs previously incurred in connection with the Products or this contract together with its usual profit thereon, all expenses incurred by Seller by reason of such cancellation, and Seller's anticipated profit on the canceled portion of the contract. Permission must be obtained in writing from Seller before any product is returned in the form of an approved Returned Material Authorization (RMA) number. In no event will returns be accepted after 90 days of shipment. NON-STOCK AND SPECIAL MADE-TO-ORDER PRODUCTS ARE NOT SUBJECT TO CANCELLATION BY THE BUYER UNDER ANY CIRCUMSTANCES.

7. Limited Warranty and Remedy.

Seller makes no warranties, express or implied, with respect to any Product. The warranty, if any, provided by the manufacturer of the Product ("Manufacturer's Warranty"), copies of which are available on request, shall be the sole and exclusive warranty available to the Buyer or anyone else.

WITHOUT LIMITATION ON THE FOREGOING, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION, SUITABILITY, PERFORMANCE, AND/OR NON-INFRINGEMENT OF ANY RIGHTS, WITH RESPECT TO ANY SUCH PRODUCT, EVEN IF SELLER IS ADVISED OF THE INTENDED OR POSSIBLE USE.

THE FOREGOING SUPERSEDES ANY ORAL WARRANTIES OR REPRESENTATIONS, AND ANY SUCH ORAL WARRANTIES OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.

Buyer acknowledges that any applicable warranties are the warranties of the manufacturer of the Product, and not warranties of Seller, and that any claim under or related to the Manufacturer's Warranty and/or the Product shall be made to or brought against the manufacturer and not Seller. THE FOREGOING IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CONDITION,



SUITABILITY, PERFORMANCE, AND/OR NON-INFRINGEMENT OF ANY RIGHTS, AND SUPERSEDES ANY AND ALL ORAL WARRANTIES OR REPRESENTATIONS, AND ANY SUCH ORAL WARRANTIES OR REPRESENTATIONS ARE EXPRESSLY DISCLAIMED. OR WRITTEN WARRANTIES OR REPRESENTATIONS NOT EXPRESSLY DESIGNATED IN WRITING BY SELLER AS A "WARRANTY" OR "GUARANTEE" OF SELLER MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS.

No one is authorized to make any representation, guarantee or warranty on Seller's behalf, and Seller shall not be bound by or liable for, any representation, guarantee, warranty, or condition with regard to any Seller Product other than as expressly stated herein. WITHOUT LIMITATION ON THE FOREGOING, ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NOT EFFECTIVELY DISCLAIMED ARE LIMITED TO THE APPLICABLE STATUTE OF LIMITATIONS BUT IN NO EVENT WILL EXTEND BEYOND THE APPLICABLE WARRANTY PERIOD. SELLER EXCLUDES AND WILL NOT PAY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT, REGARDLESS OF THE BASIS OF ANY CLAIM OR LIABILITY, SHALL SELLER BE LIABLE FOR ANY DAMAGES, OF ANY NATURE OR DESCRIPTION WHATSOEVER, EXCEEDING, AND ANY LIABILITY SHALL LIMITED TO, THE ACTUAL PURCHASE PRICE OF THE SPECIFIC DEFECTIVE PRODUCT AS REDUCED BY THAT PERCENTAGE OF THE WARRANTY SCHEDULE THEN EXPIRED.

Without limitation on any other provision herein, Seller does not warrant against and is not responsible for, and no express or implied warranty shall be deemed to cover, any condition or damages attributable to: defects or failures not reported to Seller within thirty days of such failure or discovery of a defect or nonconformance; failure to abide by Seller's instructions and guidelines; use of Seller Products beyond normal use or in an application or manner which is not in conformity with Seller's instructions and guidelines and/or applicable laws, regulations, codes or standards; improper handling, maintenance, repair, storage, of the Products; misuse, abuse or neglect of Seller Products; damage resulting from casualty, fire, flood or other water intrusion, weather, wind, lightning, atmospheric charges or discharges, climate change, environmental conditions, or any cause beyond the control of Seller; impacts or other collisions; Seller Products which have been in any way repaired, altered or added to by anyone other than Seller; any Act of God (including but not limited to flooding, hurricane, tornado, wind, earthquake, lightning, hail, etc.); dirt, rust, corrosion, atmospheric or environmental pollutants, foreign substances, chemicals (including but not limited to those found in cleaners); deficiency, inadequacy, alteration or failure of the facilities in which the Products are originally installed, including but not limited to conditions of the surfaces on which the mobile equipment is run or the inadequacy of structures or surfaces to hold anchors or other equipment; change of project conditions or requirements from that for which the Products were intended and sold, or as originally provided in this Proposal; improper training or use of or interaction with the System by persons without proper training and qualification; ordinary wear and tear; consumables or other normal wear and tear parts, including but not limited to batteries, wheels coating, conveying belts, transmission belts, etc.; used equipment, including but not limited to used products (i.e., existing robot, conveyors, etc.), even if integrated into a new System. Further, no warranty is given with respect to any products or components manufactured by anyone other than Seller; such other products or components, whether approved or supplied by Seller or otherwise, are subject to only the warranties provided by the manufacturer of the products or components and Purchaser's sole warranty and remedy is with that manufacturer.



8. Limitation of Seller's Liability.

In no event will Seller be liable for any direct, indirect, incidental, special, consequential, punitive, exemplary, statutory, special, or other, damages arising out of or based upon, directly or indirectly, the Products or resulting, directly or indirectly, from any defect in or nonconformance of the Products, whether due to breach of express or implied warranty, defects in material or workmanship, negligence or gross negligence, delays in or failures of delivery, or otherwise, including, but not limited to, damages arising from loss of business, loss of profits, business interruption, diminution in value of and/or loss of use of, and/or damage to, any property, Products or part thereof, whether based on contract, tort, strict liability, statute, regulation or otherwise, even if Seller is expressly advised about the possibility of such damages. Nor, in any event, shall Seller's liability on any claim of any sort or description exceed the price of the Products, or part thereof, which gives rise to the claim.

9. Limitation of Actions.

Any action for any loss or damage with respect to the Products covered hereunder must be commenced by Buyer within one year after Buyer's cause of action has accrued, but in no event beyond the period prescribed by the applicable statute of limitations.

10. Installation.

All Products will be installed, used and maintained by and at the risk and expense of Buyer. Buyer represents and warrants that it has conducted its own investigation and determination that the Products are suitable for its purposes, are compatible with Buyer's systems and equipment (whether electronic, mechanical or otherwise) and as installed and used will comply with all applicable laws, regulations and standards. Buyer further represents and warrants that it will install and use the Products in accordance with all applicable manufacturer's instructions and specifications, and all applicable laws, regulations and standards.

11. Advice and Assistance.

Buyer and Buyer's own engineers and other consultants are in the best position to determine whether the Products are appropriate and safe for Buyer's facilities, purposes, operations or products. Buyer shall rely solely on its own expertise or the expertise of its own engineers or other consultants, and not on any representation or advice of or on behalf of Seller in choosing, purchasing, using or installing the Products. Seller does not provide any architectural, engineering or other professional services to Buyer.

12. Error, Mistake or Assignment.

Seller reserves the right to correct any clerical or human error made in the preparation of quotations, orders, acknowledgements or invoices. Corrections shall be considered as binding amendments to the original contract of sale. No agreement is assignable without the prior written consent of Seller. Any attempt to assign any of the rights,



duties or obligations of this Agreement without such signed written consent shall be void. The Buyer acknowledges that Buyer has read this Agreement, understands it and agrees to be bound by its Terms and Conditions.

13. Indemnification.

Buyer shall defend and indemnify Seller, its directors, officers, members, employees, distributors and agents, and hold them harmless, from all claims, liabilities, losses, damages and expenses, including but not limited to attorneys fees and costs of defense, for or based upon, in whole or in part, personal injury, property damage or other damages, to Buyer or anyone else, arising from or caused by, in whole or in part, any actual or alleged (a) the installation, use or maintenance of the Products by Buyer or anyone other than Seller itself; (b) the failure of Buyers or others to install, use or maintain the Products properly or otherwise in accordance with the specifications, instructions, warnings or recommendations furnished by Seller, or applicable laws, regulations, including but not limited to the Occupational Safety and Health Act of 1970, as amended, or standards, (c) change or modification to Products by Buyer or anyone other than Seller, (d) the sole or contributing negligence, gross negligence or intentional conduct of, or other acts or omissions of, Buyer, its contractors, officers, agents, employees or invitees. Buyer hereby waives and releases Seller from all rights of contribution or indemnity to which it may otherwise be entitled. Without limitation on any other provision hereof, Buyer waives and releases all claims against Seller to the extent of any proceeds of insurance Buyer receives directly or on its account or to which it is or becomes entitled, from any source, including without limitation its own insurance, and waives and releases all rights of subrogation it or its insurance carrier or any other party may otherwise have as against Seller.

14. Proprietary Information.

Seller has devoted considerable effort and expense in the generation of a body of technical information (including, but not limited to, sales proposals, technical data, know-how, models, reports, drawings, designs, specifications, manufacturing processes, schedules, devices and equipment) relating to the design, development, manufacture, specification and sale of the Products or similar equipment ("Proprietary Information") and considers this body of technical and other information as proprietary and confidential information that represents a valuable property right of its organization, and has taken steps to maintain such technical information in confidence and to avoid its disclosure to parties outside Seller on a non-confidential basis.

Accordingly, Buyer shall maintain and shall cause to be maintained in confidence all Proprietary Information which may be disclosed, delivered or otherwise made available to Buyer, directly or indirectly, in writing or otherwise, or which Buyer may have occasion to observe or obtain, and Buyer shall not at any time disclose, nor allow anyone else to disclose, Proprietary Information to any person, firm, corporation, association or other entity, or use the Proprietary Information for its own benefit or the benefit of any other person, firm, corporation, association or other entity, and only when such disclosure is required in connection with the use by Buyer of the Products and Services covered hereunder. Nor shall Buyer reverse engineer or allow anyone else to reverse engineer any Product or Proprietary Information. All specifications, drawings, designs, manufacturing processes, data, inventions, discoveries and improvements developed, made or conceived by Seller in connection with the performance of the contract contemplated hereby shall be and remain the sole property of Seller. All specifications, drawings, designs, manufacturing processes, data, inventions, discoveries and improvements developed, made or conceived by Buyer based in whole or in



part on the Products or Proprietary Information, however obtained, shall be and remain the sole property of Seller.

15. Software; Products System.

Buyer is responsible for verifying that the Products (including but not limited to its software and the interface with the operating and control systems for the equipment or systems in or for which the Products are to be used) are compatible with the operating and control systems for the equipment or systems in or for which the Products are to be used. SELLER MAKES NO WARRANTY OF COMPATIBILITY WITH BUYER'S OR ANY OTHER SYSTEMS. ANY INCOMPATIBILITY BETWEEN THE PRODUCT, INCLUDING BUT NOT LIMITED TO ITS SOFTWARE AND INTERFACE, AND THE EQUIPMENT OR SYSTEMS IN OR FOR WHICH THE PRODUCT IS USED MAY YIELD INCORRECT SIGNALS, OPERATIONS OR RESULTS, WHICH COULD CAUSE MALFUNCTIONS, INJURY OR DEATH OR PROPERTY DAMAGE.

Buyer represents and warrants that it has and will verify that the Products, including but not limited to its software and interface, is compatible with the equipment and systems in or for which the Products are used, and that such equipment and systems operate properly with the Products.

Buyer is not authorized to make any modifications to the Products' software and interface, other than, if applicable, configurable settings identified by Seller and for which Buyer has the manufacturer-approved software configuration tools. Any modifications to any the Products, including but not limited to its software and interface, by Buyer are at Buyer's own risk, and Buyer recognizes that if Buyer modifies the Products, there is an attendant risk of malfunction, property damage, personal injury or death due to such modifications and Buyer therefore agrees to and shall defend and indemnify Seller and hold it harmless from any claims of malfunction, property damage, personal injury or death, arising out of or related to use of the Products modified by Buyer, its employees or agents, or anyone other than Seller, whether or not caused by or contributed to, directly or indirectly, by any act, omission, negligence, gross negligence, recklessness or fault of Seller. Buyer agrees that all Products software updates/upgrades supplied by Seller, whether Seller software or otherwise, will be promptly and properly installed by Buyer. Buyer agrees that Seller has no duty to update/upgrade any software. Buyer shall be responsible that the Products' is the current and most recent version and that all updates/upgrades are installed immediately and properly.

16. Security Agreement, Credit and Collection.

To secure payment of all sums due Seller hereunder or otherwise, Seller shall retain a security interest in the Goods and Equipment delivered hereunder and Buyer hereby grants to Seller a security interest in the Goods and Equipment, and all proceeds, to secure such payment and all other obligations of Buyer to Seller, whenever arising. This contract shall be deemed a security agreement under the Uniform Commercial Code. Buyer authorizes Seller as its attorney to execute and file on Buyer's behalf all documents Seller deems necessary to perfect, continue or enforce such security interest. Seller is relying upon Buyer's representation of solvency and if Seller at any time reasonably believes that Buyer is insolvent or that Buyer's credit is impaired, Buyer shall be in material breach hereof and Seller may, without liability to Buyer, withhold performance hereunder, change the payment terms, and/or repossess Goods and Equipment theretofore delivered. Seller may charge Buyer finance, service, or late charges in an amount not greater than allowed by law, and if Buyer fails to make payment when due, Buyer



shall be liable to Seller for all costs of collection including attorney's fees.

17. Compliance with Laws.

Buyer represents and warrants that it shall comply with all applicable treaties, laws, orders, regulations, rules and industry standards in the purchase, installation and use of the Products. Buyer further represents and warrants that it shall comply with all applicable treaties, laws, orders, regulations and rules in any sale or re-export of the Products, whether themselves or as a component of other equipment or systems, including but not limited to applicable import and export requirements or limitations of the European Union and the United States, and the country of destination.

18. Governing Law; Miscellaneous.

This contract shall be governed by the laws of the State of Minnesota and the Uniform Commercial Code as adopted and in force in the State of Minnesota on the date hereof, without regard to conflict of law rules. Buyer hereby consents to jurisdiction and venue in any federal or state court in or for Minnesota or Delaware. All claims against Seller must be brought in the federal or state court in or for Hennepin County, Minnesota. Captions used herein are for convenience only and have no substantive significance. Buyer's obligations hereunder shall not be severable or divisible, notwithstanding the acceptance of, or payment for, partial delivery or any authorization of installment deliveries. No delay or failure on the part of Seller in exercising any right or remedy with respect to the sale and no partial or single exercise thereof shall constitute a waiver of any such or any other right or remedy. If any term hereof shall be illegal, void or unenforceable, the remaining terms and conditions shall continue in full force and effect. All rights and remedies of Seller with respect to the sale shall be cumulative and not exclusive and shall be in addition to all other rights at law or in equity, whether set forth herein or not. Buyer shall reimburse Seller for Seller shall recover from Buyer all attorneys' fees and other expenses incurred by or on behalf of Seller in its enforcement of any rights hereunder. In the event of any conflict between printed terms herein and terms typed, written or stamped by Seller, the latter shall govern. Any notice to Seller shall be given by certified mail, return receipt requested, to Chief Operating Officer, Autec North America LLC, at the address shown on the Order Confirmation, by fax to +1-844-378-4957 with confirmation by Seller of receipt, or by electronic mail to michael.weast@autec.us with confirmation by Seller of receipt, or otherwise as Seller may designate. No modification, amendment, rescission, discharge, abandonment, substitution or waiver of the sale or these Terms shall be binding upon Seller unless signed by Seller. Time is of the essence with respect Buyer's obligations hereunder.