



Standard Terms & Conditions of Sale

The following General Terms and Conditions apply to all terms and conditions set forth on the face and reverse side of this Agreement.

1. Acceptance.

Customer's execution of this Agreement shall create a contract subject to and expressly limited by these terms and conditions. ACCEPTANCE MAY ONLY BE MADE ON THE EXACT TERMS AND CONDITIONS OF THIS AGREEMENT AND IF ANY ADDITIONAL OR DIFFERENT TERMS ARE PROPOSED BY CUSTOMER, SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BECOME A PART HEREOF.

2. Payment Terms.

All prices are firm unless otherwise agreed to in writing. Any tax, duty, custom or other fee of any nature imposed upon this transaction by any federal, state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event Coleman Instrument is required to prepay any such tax, Customer will reimburse Coleman Instrument. Payment terms shall be net 30 days after shipment or installation by Coleman Instrument, if payment by check or ACH. Payments by credit card are limited to the maximum of three thousand dollars (\$3,000.00) per purchase order, and payments must be submitted at the time of order placement. An interest charge equal to 1 1/2% per month (18% per year) will be added to invoices outstanding beyond 30 days after shipment. In addition Coleman Instrument reserves the right to require C.O.D. payment terms from any Customer whose account is overdue for a period of more than 60 days or who has an unsatisfactory credit or payment record. Coleman Instrument may also refuse to sell to any person until overdue accounts are paid in full.

3. Deliveries and Shipment.

Shipment of all Products shall be F.O.B. point of distribution by Coleman Instrument; identification of the Products shall occur when they leave Coleman Instruments point of distribution, at which time title and risk of loss shall pass to Customer. All shipment costs shall be paid by Customer and if prepaid by Coleman Instrument the amount thereof shall be reimbursed to

Coleman Instrument. Coleman Instrument will make every effort to ship the Products or provide the services hereunder in accordance with the requested delivery date, PROVIDED, THAT COLEMAN INSTRUMENT ACCEPTS NO LIABILITY FOR ANY LOSSES OR FOR GENERAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF DELAYS IN DELIVERY. Customer agrees that any delay in delivery shall not affect the validity of this Agreement.

4. Inspection.

Customer shall be responsible for inspecting all Products shipped hereunder prior to acceptance, provided, that if, Customer shall not have given Coleman Instrument written notice of rejection within 30 days following receipt or installation by Coleman Instrument, the Products shall be deemed to have been irrevocably accepted by Customer.

5. Pricing Credits.

Coleman Instrument Co. will not issue credit on price discrepancies identified after ninety (90) days of delivery to Customer.

6. Warranty.

Coleman Instrument warrants and represents that all Equipment will perform in accordance with Coleman Instruments standard written warranty as stated in the applicable Vendor Pricing Catalog for such Equipment. Coleman Instrument further warrants that products it sells do not infringe the patent rights of third parties. However, in the event that any court order of patent infringement results in an interruption in the Customer's continued use of Coleman Instrument products Coleman Instrument shall, at its sole option, either (a) provide for the Customer at Coleman Instrument's expense the right to continue using the affected products; or (b) modify or replace the affected products so that the products become non-infringing, but only if the modification or replacement does not negatively affect the performance of the products or their use by the Customer. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OTHER OBLIGATIONS AND LIABILITIES INCLUDING NEGLIGENCE AND ALL WARRANTIES OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR DAMAGES IN CONNECTION WITH THE SALE OR FURNISHING OF GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATION. COLEMAN INSTRUMENT WILL IN NO EVENT BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, AND OUR LIABILITY UNDER NO CIRCUMSTANCES WILL EXCEED THE CONTRACT PRICE FOR THE GOODS FOR WHICH LIABILITY IS CLAIMED.

7. Returned Goods.

After acceptance, no Products purchased hereunder may be returned without the express prior authorization of Coleman Instrument in its sole discretion, and in conformity with the Coleman Instrument Return Policy. All returns of non-defective Products are subject to a restocking charge. No returns will be authorized after 60 days following shipment to Customer.

Products specifically engineered, designed, and manufactured in compliance with the purchase order, are non returnable.

8. Coleman Instrument's Right of Possession.

Customer hereby grants Coleman Instrument a purchase money security interest in the Products purchased hereunder to secure the due and punctual payment of the purchase price specified. In the event of default by Customer in any payment due, Coleman Instrument shall have the right, in addition to any other remedies it may have at law or in equity, to withhold shipment, to recall Products in transit and retake the same, to repossess any Products or goods which may be stored with Coleman Instrument for Customer's account without the necessity of Coleman Instrument initiating any other proceedings. In addition Coleman Instrument shall have all of the rights and remedies of a secured party under Ohio's Uniform Commercial Code and may exercise all such rights and remedies in accordance therewith. Customer shall execute such documents as Coleman Instrument may request to effectuate the foregoing security interest.

9. Technical Advice.

Coleman Instrument may, at Customer's request, furnish technical assistance, advice and information with respect to the Products if and to the extent that such advice, assistance and information are conveniently available. Unless otherwise agreed in writing, it is expressly agreed that Coleman Instrument is under no obligation to provide technical assistance without charge, and subject to the warranty disclaimers set forth in Paragraph 6 above, and that all such assistance and information is provided at Customer's risk and Customer assumes sole responsibility for results obtained by reliance thereon.

10. Agents.

No agent, employee or other representative of Coleman Instrument has the right to modify or expand Coleman Instrument's standard warranty applicable to the Products or to make any representations as to the Products other than those set forth in Coleman Instrument's product literature, and any such affirmation, representation or warranty, if made, should not be relied upon by Customer and shall not form a part of this Agreement.

11. Default.

Any of the following events or conditions constitute an Event of Default under this Agreement: (a) the failure of Customer to make any payment when due of any indebtedness of Customer to Coleman Instrument arising independently of this Agreement; (b) if Customer fails to make any payment under this Agreement within ten (10) days after the due date, without notice or demand of Coleman Instrument; (c) the failure of Customer to fully comply with and perform any and all terms and conditions of this Agreement and its Attachments, which failure remains uncured for a period of thirty (30) days after written notice thereof; (d) the making of assignment for the benefit of creditors by Customer; (e) the institution of bankruptcy, reorganization, liquidation, or receivership proceedings by or against

Customer or ; Coleman Instrument and (f) insolvency of Customer or Coleman Instrument or impairment of the credit of Customer.

12. Remedies.

Upon the occurrence of any of the Events of Default Coleman Instrument in its sole discretion shall have the right to exercise any one or more of the following remedies: (a) to terminate this Agreement; (b) to declare the then remaining unpaid balance of the initial purchase and all other agreed charges, taxes and assessments due and payable under this Agreement; (c) with or without notice, demand or legal process, to retake possession of the Products (and Customer authorizes and empowers Coleman Instrument to enter upon the premises wherever the Products may be found) and (i) retain such Products and all payments made under this Agreement, and (ii) to pursue any other remedy provided by law. Customer also agrees to pay all costs of collection, including without limitation, court costs, and reasonable attorneys' fees, fees for repossession, repair, storage and sale of the products.

13. Intellectual Property and Warranty.

Coleman Instrument warrants that the sale of the Products delivered hereunder will not infringe the intellectual property rights of any third parties based upon issued patents in existence as of the date of this Agreement; except if the claim of infringement is related to a modification to the Products, or the Product is being used or sold in combination with other products not provided by Coleman Instrument.

14. Limitation of Liability.

IN NO EVENT SHALL COLEMAN INSTRUMENT BE LIABLE TO FOR ANY LOST REVENUES, LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

15. Automatic Renewal.

This Agreement shall automatically renew for additional one-year periods at the volume, prices and frequency of shipment, unless either party gives the other party written notice that it does not want to renew at least 60 days prior to the end of any term. An acceptance letter will be sent to Customer to verify the date of acceptance and said date of acceptance shall be incorporated herein.

16. Notices.

All notices required or permitted under this Agreement shall be deemed sufficient if delivered personally or mailed to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any such notice shall be effective upon delivery or 48 hours after it has been deposited in the United States mail, duly addressed and postage prepaid.

17. Assignment.

Customer may not assign or transfer this Agreement and/or any Equipment without Coleman Instrument's prior written consent.

18. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State's of Ohio, Kentucky and Indiana, excluding choice of law provisions.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the parties and supercedes any prior agreements or understandings, written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.

20. Waiver.

No provision of this Agreement may be waived except in writing by both parties hereto. No failure or delay by any party hereto in exercising any right or remedy hereunder or under applicable law will operate as a waiver thereof, or a waiver of a particular right or waiver of any right or remedy on any subsequent occasion.

21. Force Majeure.

No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to: Act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, inability to obtain material, equipment, or transportation. Quantities so affected may be eliminated from the Agreement without liability, but the Agreement shall remain otherwise unaffected. Coleman Instrument shall have no obligation to purchase supplies of the products (or materials) specified herein to enable it to perform this Agreement.

22. Facsimile signature.

The Customer and Coleman Instrument agree that a facsimile copy of this agreement bearing authorized signatures may be treated as an original.

Questions, contact:

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