

# Monitor Technologies, LLC

## Terms and Conditions of Sale

The following terms and conditions shall be deemed a part of every purchase order accepted by Monitor Technologies, LLC (hereinafter referred to as "Monitor").

1. Definition. As used herein, the term Buyer shall mean the purchaser of the goods identified on Monitor's Quotation or written Order Acknowledgment; the term Goods shall mean all equipment, accessories and any labor and services identified on Monitor's Quotation or Order Acknowledgment, and all attachments, exhibits and amendments to them, and these Terms and Conditions of Sale.

2. Acceptance. Monitor's acceptance of Buyer's purchase order is expressly made conditional on Buyer's acceptance of the terms and conditions set forth as part of the Order Acknowledgment, which are in lieu of any additional or different terms contained in Buyer's purchase order or other documents or communications pertaining to Buyer's order or the Goods, which additional or different terms shall be deemed ineffective. Buyer's assent to the terms and conditions contained in the Order Acknowledgment shall be conclusively presumed from receipt of Monitor's Order Acknowledgment without prompt objection thereto, from acceptance by Buyer of all or any part of the Goods or from payment by Buyer for all or any part of the Goods.

3. Pricing. All Buyer's purchase orders will be entered at the pricing in effect at the time of receipt of the order by Monitor at its facility in Elburn, IL. Prices are subject to change without notice. Any quoted prices are affirmed for a period of ninety (90) days from the date of quotation. All prices are in U.S. dollars.

4. Shipment Terms. All shipments are F.O.B. Elburn, IL. Risk of loss, injury or destruction of property during shipment shall be borne by Buyer, and any such loss, injury or destruction shall not release Buyer from payment of purchase price in accordance with these terms and conditions. All storage, shipping, insurance, special packaging or crating, and other incidental costs with respect to the Goods, shall be for the account of or paid directly by Buyer.

5. Payment. Payment terms are net 30 days from the date of invoice, contingent upon Monitor's review of credit references. Interest will be charged at the rate of 1.5% per month on delinquent accounts. Minimum billing amount is \$50.00.

6. Shipment Date. Any shipment date for the Goods acknowledged by Monitor is a desired and not a promised date. Monitor will make all reasonable efforts to meet the shipment schedule set forth in the Order Acknowledgment but shall not be liable for failure of suppliers to make timely delivery, failure of suppliers of Buyer-specified components to make timely delivery and provide timely technical assistance, labor disputes of any kind, fire, windstorm, flood, theft, war, embargoes, governmental acts of rulings, loss or damage or delays in carriage, acts of God, or any other circumstances beyond Monitor's control.

7. Cancellation. Any Buyer's purchase order which has been accepted and acknowledged by Monitor is not subject to cancellation or change of same, except upon Monitor's written consent, and Monitor may require, as a condition of such consent, reimbursement for all of its costs incurred.

8. Warranty. During the warranty period as specified in each specified product sales bulletin, Monitor will repair or replace at its plant in Elburn, Illinois, any part of the Goods, which part has been manufactured by Monitor, and which Monitor determines to have failed because of defective design, material or workmanship under normal use

and service. For this warranty to apply, Buyer must give Monitor notice of any warranted defect within fifteen (15) days after discovery and, in any event, not later than the date on which this warranty expires, or Buyer will be barred from any remedy. Upon Monitor's providing of a return material authorization (RMA), the Goods must be shipped to Monitor freight prepaid within a reasonable time thereafter. This warrant shall not apply to any of the Goods or parts thereof repaired or altered by anyone but Monitor, operated or installed contrary to instructions, subjected to misuse, negligence or accident, incorrect wiring by others or improper installation. Monitor's liability under this warranty shall be limited to repairing or replacing warranted Goods at its factory. THE WARRANTIES PRINTED ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO THE GOODS. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

9. Limitation of Liability. MONITOR SHALL NOT BE LIABLE, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR COSTS OF REMOVAL OR SHIPMENT. UNDER NO CIRCUMSTANCES SHALL MONITOR'S LIABILITY OR BUYER'S REMEDY FOR DAMAGES AGAINST MONITOR EXCEED THE AMOUNT OF THE PURCHASE PRICE OF THE GOODS SOLD. BUYER'S REMEDIES AS PROVIDED HEREIN ARE ITS SOLE AND EXCLUSIVE REMEDIES.

10. Governing Law. This contract is made in and it and all matters pertaining to it shall be governed by the laws of the State of Illinois. Buyer irrevocably consents to the jurisdiction of any court located in Kane County, Illinois. The Courts located in Kane County, Illinois shall have exclusive jurisdiction over all controversies arising out of or in connection thereof.

11. Defaults and Remedies. If Buyer fails or refuses to accept delivery of the Goods, fails to pay for the Goods when due or otherwise fails to perform in accordance with the Order Acknowledgment, all amounts owing to Monitor by Buyer under the Order Acknowledgment and any other order or obligation shall at Monitor's option and without notice or demand become immediately due and payable and Monitor shall have available to it any remedy allowed by law or equity, and may recover all damages suffered by Monitor as a consequence from Buyer's breach. Monitor may repossess the products as allowed by law. Any payment not received by Monitor within ten (10) days after its due date shall bear interest as the rate of one and one half percent (1.5%) per month from its due date until paid. In the event that Monitor resorts to any attorney to collect amounts due under the Order for the Goods, and/or for Monitor's damages, Buyer shall pay monitor its costs and expenses incurred to effect collection, including without limitation all attorney and paralegal fees and all court costs and out-of-pocket disbursements.

12. Alteration of Terms and Parol Evidence. The terms and conditions contained herein are in each instance intended by the parties as a final expression and a complete and exclusive statement of the agreement of the parties respecting Buyer's purchase of the Goods from Monitor. None of the terms and conditions contained may be modified except by a written instrument signed by an authorized officer of Monitor and delivered by Monitor to Buyer. In the event that the English text of these terms and conditions of sale are translated into another language text, the English text will take precedence.