


| CONDITION OF SALES  |   |                              |                   |                           |
|---|---|------------------------------|-------------------|---------------------------|
|  | <b>ACTION AUTOMATION<br/>&amp; CONTROLS, INC.</b> | Control No:<br>A03WI009      | Revision No:<br>2 | Revision Date<br>11/01/04 |
|   |   | Approvals:<br>Administration |                   |                           |

***Action Automation & Controls, Inc. Condition of Sales***

**TERMS AND CONDITIONS**

UNLESS OTHER SPECIFICALLY PROVIDED BY SEPARATE WRITTEN AGREEMENT DULY SIGNED BY THE SELLER, THE TERMS AND CONDITIONS BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER, AND NO OTHER TERMS OF CONDITIONS SHALL BE IN EFFECT. BUYER WILL BE DEEMED TO HAVE ASSENTED TO ALL SUCH TERMS AND CONDITIONS IF ANY PART OF THE DESCRIBED MERCHANDISE IS ACCEPTED. IF THE BUYER FINDS ANY TERM OR CONDITIONS NOT ACCEPTABLE, BUYER MUST SO NOTIFY SELLER AT ONCE IN WRITING. ANY ADDITIONAL DIFFERENT TERMS OR CONDITIONS CONTAINED IN BUYERS ORDER OR RESPONSE HERETO SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO EFFECT.

**WARRANTY**

SELLER HEREBY ASSIGNS TO BUYER ALL OF THE MANUFACTURER'S WARRANTIES RELATING TO THE PRODUCTS SOLD HEREUNDER. SELLER EXTENDS NO WARRANTIES AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED IN LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**TERMS OF PAYMENT**

- a. If Seller extends credit, invoices shall be due and payable 30 days from the date of invoice. Extensions of credit may be changed or withdrawn at any time.
- b. If Seller does not, or ceases to, extend credit, payment terms shall be at Seller's option.
- c. Cash discounts, if any, shall be allowed according to the terms of the Seller in writing and providing there is no past indebtedness. All indebtedness outstanding after due date shall bear interest at the annual rate specified on the Seller's invoices unless this rate exceeds the highest permissible by law, in which case the highest legal rate shall apply.

**ORDERS**

All orders are subject to acceptance by Seller. Notwithstanding acceptance or acknowledgment thereof, all orders and all quotations are subject to approval by Seller of Buyer's credit. Made to order or specific products are not subject to cancellation or return for credit.

**MINIMUM CHARGES**

Minimum billing on any order shall be \$50.00.

**PRICES**

Prices for Products shall be the then current prices for such Products in effect at the time of Seller's acceptance of an order or in accordance with an authorized and valid Seller quotation.

Prices are exclusive of all charges or levies of any nature including all federal, state, municipal or other governmental excise, sales, use, occupational or like taxes now in force or enacted in the future and, therefore, are subject to an increase in amount equal to any tax Seller may be required to collect or pay upon the sale or delivery of Products purchased. If a certificate of exemption or similar document is required in order to exempt the sale from sales or use tax liability, Buyer will obtain and furnish evidence of such exemption at time of placement of order.

All prices are subject to adjustment on account of changes in specifications, quantities, shipment arrangements, documented price increases in the supply chain, and the like or the inclusion of terms and conditions which had not been part of any valid price quotation issued by Seller.

**DELIVERIES**

Delivery quotations are based upon best information at the time of quotation. Seller shall not be held liable for delays in shipping due to causes beyond our control or the control of our suppliers.

**CREDIT**

Credit will be applied to account balance or held on account for one year. Should no activity occur during this twelve-month period, balance may be refunded upon request.

**RETURN GOODS**

No returns for credit will be allowed without Seller's prior written permission. Only unused active items in current demand will be considered for return for credit. Credit will be based upon prices in effect at the time of the return or the time of invoicing, whichever is lower, subject to deduction for handling, re-inspection and any additional expense incurred in restoring goods to a salable condition, as determined by our inspection. Buyer shall prepay all shipping charges.

**CANCELLATIONS**

Cancelled orders are subject to a minimum cancellation charge of \$50.00, plus a reasonable restocking charge if applicable. Orders for special products are not subject to cancellation.

**DEFAULTS AND WAIVER**

- a. If Buyer fails with respect to this or any other agreements with Seller to pay any invoice when due or to accept any shipment as scheduled, Seller may, without prejudice to other remedies, defer further shipments until the default is corrected or terminate this agreement.
- b. No course of conduct nor any delay of Seller in exercising any rights thereunder shall waive any rights of Seller or modify this agreement.

**GOVERNING LAWS**

This agreement shall be construed to be between merchants. The laws of the Commonwealth of Massachusetts shall govern any questions concerning its validity, construction or performance without reference to its conflict of laws provisions.

*DATED: NOVEMBER 1, 2004*