

1 Exclusive Terms. All of Buyer's orders with, and sales of equipment, goods or services ("Goods") to Buyer (which is the party identified under "Sold to" on the front of the Sales Order) by, Federal Equipment Company ("Federal") are subject to these General Terms and Conditions and also the following: the front and back of Federal's quotation, invoices, order acknowledgments and other documents issued by Federal in connection with the order or sale (collectively, this "Agreement"). Buyer's signature below, or if not signed then Buyer's acceptance of any Goods or services from Federal constitutes Buyer's acceptance of this Agreement. No conflicting, varying or additional terms or conditions which may appear in any prior or subsequent purchase order or any other Buyer documents are of any force or effect, and Federal hereby expressly rejects and objects to the same, this Agreement being the complete agreement of the parties.

2 Prices and Terms. All sales by Federal are made in Cleveland, Ohio. Accordingly, all orders must be accepted by Federal in Cleveland, Ohio, otherwise the order is deemed rejected, and all payments must be made to Federal in Cleveland, Ohio. The prices for Goods and services are as set forth in Federal's invoices, and are exclusive of all shipping, insurance, handling and storage charges, duties and/or sales, use, excise or other taxes, domestic or foreign, and administration, handling, packing and freight forwarding fees by Federal, all of which must be paid by Buyer. If Federal undertakes to handle shipping for Buyer, Federal will choose the shipper and mode of shipment. No order may be cancelled by Buyer and no Goods returned to Federal without Federal's prior written authorization. Except as otherwise agreed to by Federal in writing, payment of all amounts are due in full at or before delivery. Any amount that is not paid when due will bear interest at the lesser of 18% per annum or the maximum rate allowable by law. Buyer authorizes Federal to obtain credit reports, and make other credit inquiries as Federal deems necessary.

3 Title to Product; Security Interest. Until Buyer indefeasibly pays all amounts due therefor, Federal retains title to all Goods. Without limiting the foregoing, Buyer also grants Federal a security interest in all Goods purchased hereunder as security for Buyer's performance of all of its obligations and payment of all amounts due from it hereunder, which may be a purchase money security interest, and which Buyer warrants will be first and best. While title or a security interest remains with Federal, Goods will remain separate personal property, regardless of whether attached to other property, at the address to which it was delivered by Federal and Buyer will retain possession and control. Buyer will perform all acts necessary to perfect and assure retention of title and perfection of security interest in Federal, including but not limited to execution and delivery of security agreement(s), promissory note(s) and/or financing statement(s). This Agreement may be filed as a financing statement and Buyer appoints Federal as its attorney-in-fact to execute other financing statements, which power of attorney is coupled with an interest and is irrevocable.

4 Insurance and Risk of Loss. Buyer acknowledges and agrees that it bears the risk of loss, theft, destruction of, damage and all other casualties to the Goods from any cause whatsoever ("Losses"), from and after tender of delivery of the Goods to Buyer or the carrier. For so long as Buyer owes Federal any amount for Goods, Buyer will keep, at its cost, the Goods insured with insurance companies and in such amounts as are acceptable to Federal against all Losses, naming Federal as loss payee and additional insured and Buyer agrees to provide Federal with a certificate or other evidence of such insurance acceptable to Federal. Absent compliance with the foregoing, Federal shall have the right, but not the obligation, to obtain such insurance for Buyer, in which event Buyer agrees to pay Federal for all costs thereof.

5 Inspection; Selection of Product; Disclaimer of Warranties. At the time of delivery, Buyer shall inspect all Goods. Buyer's failure to reject Goods in writing (delivered to Federal's principal office) at the time of delivery shall be conclusive evidence that Buyer has accepted the Goods. Buyer may only reject Goods if it is not the Goods ordered by Buyer. All Goods and services are sold by Federal "AS IS, AND WITH ALL FAULTS." FEDERAL MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, CONDITION, PATENT, INFRINGEMENT, TITLE OR OTHERWISE, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES. All Goods are intended to be sold without software, if any is applicable. In the event that software is included with Goods sold, in addition to the disclaimers set forth above, Federal makes no representations or warranties regarding Buyer's right to use such software, as to the performance of the software, its non-infringement or otherwise. In such circumstances, Federal recommends that Buyer contact the software or Goods manufacturer directly to resolve such issues. Federal shall not be liable to Buyer nor shall Buyer have any remedy against Federal for any loss, damage or expense of any kind, including but not limited to, liability for consequential, special, incidental or punitive damages or loss of profits, lost data, or for damages based upon strict or absolute liability in tort, damages in contract or by statute,

caused directly or indirectly by any Goods purchased from Federal, and Buyer agrees to defend Federal, indemnify and hold Federal harmless for any and all such damages or claims of third parties related to Goods sold and/or installed by or for Buyer. Federal reserves the right to make changes to the Goods at no cost to Buyer and without imposing any obligation upon itself to make such changes that, as in Federal's sole judgment, either contribute to or meet the overall intent of this Sales Order including substitution of the Goods.

6 Default. In the event that Buyer fails to pay any amount or perform any obligation under this Agreement when due, or becomes insolvent, it will be in default of this Agreement. In the event of Buyer's default: Federal may repossess Goods to which it retains title; may execute on any security interest it has in Goods and may exercise all of the rights of a secured creditor under Article 9 of the Uniform Commercial Code; may declare immediately due and payable all amounts owed by Buyer to Federal; may cancel and terminate this Agreement; may suspend Buyer's rights and Federal's obligations under this Agreement for so long as a default exists; and may exercise any and all other rights at law and in equity. If directed to by Federal, Buyer shall make the Goods available to Federal for repossession or Federal may reposes Goods without prior demand or notice to Buyer, and in either case without court proceedings. Federal's rights and remedies upon default by Buyer are cumulative, not exclusive, and may be exercised by Federal in any order at its election.

7 Export Compliance. Buyer agrees to comply with all applicable export control and related laws and regulation and not to violate any applicable local, state, national or international law, statute, ordinance, rule or regulation. Federal reserves the right to cancel or rescind any sale at any time in the event it determines, in its absolute discretion, that the sale does or may violate applicable export or import control or related laws and regulations. The Goods and data under this Agreement may be subject to the Export Administration Regulations ("EAR") and non-U.S. import and export laws and regulations. Buyer acknowledges that: (i) U.S. statutes and regulations may impose restrictions on the export to countries outside of the United States of America of certain categories of articles and data; (ii) licenses from the U.S. Department of Commerce may be required before such articles and/or data can be exported; (iii) these licenses may impose additional restrictions on use and further disclosure of such articles and data; and (iv) the disclosure of such articles and data to foreign persons is subject to these statutes, regulations, license requirements, and restrictions regardless of whether the export occurs in the United States of America or abroad. Buyer represents and warrants that no Goods or data will be exported or re-exported contrary to U.S. statutes, regulations, governmental authorizations, and applicable non-U.S. import and export laws and regulations. Buyer shall indemnify and hold Federal harmless from all claims, demands, damages, costs, fines, penalties, attorney's fees, and other expenses arising from Buyer's failure to comply with the above referenced laws and regulations. In the event that Buyer does not secure the services of a licensed customs broker for export shipments, Federal reserves the right to secure the services of any such customs broker as Federal sees fit to complete the transaction and Buyer agrees to reimburse all costs, fees and duties associated with such transaction.

8 Noncancellation. Buyer may not cancel, terminate for convenience, or direct suspension of delivery under this Sales Order, except upon mutually agreeable terms.

9 General Provisions. Buyer agrees not to disclose to others or to use any confidential information of Federal. Buyer may not assign or delegate this Agreement or any rights or duties hereunder, and any attempt to do so shall be void. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the parties and their respective successors and assigns. Amendments of this Agreement and waiver of any terms or performance must be in writing executed by the parties. This Agreement is governed by Ohio law without regard to conflict of laws. All actions on this Agreement shall be brought in the courts, state or federal, sitting in Cleveland, Ohio, provided that Federal may elect to commence actions in other forums and jurisdictions if it deems it necessary to protect its interests in the Goods. Federal shall be entitled to recover from Buyer Federal's reasonable attorneys' fees and costs and expenses incurred by it in any action if Federal is the prevailing party, and if allowed by applicable law. Buyer expressly waives trial by jury in any action related to this Agreement. This Agreement is the entire agreement between the parties relating to the subject matter hereof and all prior discussions and agreements are merged herein. All notices may be delivered by hand, courier service such as Federal Express, mail, fax or email, and are deemed made when delivered. The undersigned execute this document as of the latest date shown below as their agreement to these terms and conditions and the Agreement of which they form a part.

THE BUYER:

 Company Name: _____

 Signature: _____

 Name: _____

 Title: _____

 Date: _____

FEDERAL
 Federal Equipment Company
 By: _____

 Name: _____

 Title: _____

 Date: _____