



121 Broadcast Drive
Spartanburg, SC 29303
864-990-3711

GENERAL TERMS AND CONDITIONS OF SALE OF INTEGRATED BIOMETRICS, LLC

Terms and Conditions of Sale: This sales order is issued and shall remain in effect unless terminated earlier by 30 days prior written notice. The contract of sale between IB and Purchaser for all sales of the Products during the term of this sales order shall be subject to the terms and conditions set forth below. No waiver, alteration, or modification of the terms and conditions hereof, or set forth in the price schedule, quotation, or order acknowledgment, shall be binding unless in writing and signed by an authorized representative of IB.

Limited Warranty: All IB products are warranted to be free from defects in workmanship and materials for a period of one (1) year from date of shipment, provided: (a) that the product was used as recommended and in accordance with approved installation and operating practices; (b) that its failure resulted from a manufacturing defect and not from damage due to corrosive, abrasive, or other wear normally to be expected in the services involved; and (c) that written notice of such defect is delivered to IB during such one (1) year period. **THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR USE.**

Purchaser's Remedies: The Purchaser's remedies with respect to any product furnished by IB hereunder that is found not to be in conformity with the terms and conditions of the contract because of breach of contract, breach of express or implied warranty, negligence or strict liability, shall be limited exclusively to the right of repair or replacement of such defective product, or refund of the sale price of the product, at the discretion of IB. **IN NO EVENT SHALL IB BE LIABLE FOR CLAIMS (BASED UPON BREACH OF CONTRACT, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL, OR FOR ANY EXPENSES ARISING DIRECTLY OR INDIRECTLY FROM THE SALE, HANDLING, OR USE OF THE GOODS SOLD HEREUNDER, INCLUDING WITHOUT LIMITATION TRANSPORTATION, HANDLING, INSTALLATION, OR FABRICATION CHARGES OR EXPENSES.**

Prices and Payment: The purchase price for the Products shall be as established by IB and Purchaser All prices are CPT - IB's plant or the plant of IB's designated finish subcontractor, (b) all accounts are due and must be paid in full in accordance with agreed upon terms. Purchaser will be liable for a finance charge of 12 % per month, or 18% per annum, on any past due balance. IB shall be entitled to withhold shipment of any Products for which it has not yet received payment. IB retains the right to change payment terms at any time. Stenographic or clerical errors are subject to correction. IB retains title to product sold until it is payment has been received in its entirety.

Assignment: No assignment of the Purchaser's rights or obligations hereunder may be made without the written consent of IB; except that a Purchaser may assign this Agreement in connection with a change of control of the Purchaser or a sale of substantially all of the assets of the Purchaser. All provisions of these Terms & Conditions shall be binding on the Purchaser and their successors and assigns.

Partial Shipments and Payments: IB reserves the right to make partial shipments from time to time and to render invoices therefor. If the Purchaser becomes overdue in any such partial payment, IB shall be entitled to suspend work and/or avail itself of other legal remedies.

Taxes and Duties: Unless otherwise specifically noted, the amount of any sales, use, occupancy, excise tax, or other tax, and any import or export duties of any nature, federal, state, or local, for which IB is legally liable, either initially or through failure of payment by Purchaser, shall be added or be in addition to the price quoted and Purchaser agrees to pay the same to IB.

Shortages and Damage in Transit: Claims for shortages must be made in writing within ten days after receipt of shipment, but loss of or damage to materials in transit is the responsibility of the carrier. IB has the choice whether to require the Purchaser to list IB as an additional insured.

Return of Material: No product of our manufacture may be returned without our written consent. All goods returned are subject to a handling charge plus freight in both directions and charges for any required reconditioning, unless otherwise specified in writing by IB.

Export: Purchaser acknowledges that Products supplied hereunder may be subject to export controls under the laws and regulations of the United States of America and agrees to comply with such laws and regulations and agrees not to export, re-export or transfer Products without first obtaining all required U.S. Government authorizations or licenses.

Governing Law: The contract shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.

No Waiver: The failure of IB to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of the contract or to exercise any right thereunder shall not be construed as a waiver of the future performance of any such term, covenant or condition or the future exercise of such rights, nor shall it be deemed to be a waiver of any other term, covenant, or condition, or the exercise of any other rights under the contract.

Force Majeure: Any delays in or failure of performance of IB shall not constitute default or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of IB, including, but not limited to: acts of God or the public enemy, expropriation or confiscation of facilities; compliance with any order or request of any governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other export restrictions, fires, floods, explosions, accidents, breakdowns; riots or strikes or other concerted acts of workmen, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of IB and which, by the exercise of reasonable diligence, IB is unable to prevent or provide against.