

KÖRBER MEDIPAK SYSTEMS NA INC.
SALES: Terms and Conditions

- 1. AGREEMENT AND EFFECT.** Körber Medipak Systems NA Inc. (Seller) agrees to sell and customer (Buyer) agrees to buy the Equipment described in Seller's Factory Proposal to Buyer, subject to the terms and conditions set forth herein. Upon acceptance of Seller's Factory Proposal by Buyer, the order, the terms of the Factory Proposal and these terms and conditions become binding upon Seller and Buyer. Seller's acceptance of Buyer's offer is expressly conditioned upon Buyer's assent to the terms and conditions. Seller objects to any terms proposed by Buyer which are inconsistent with the terms and conditions contained herein. Any such inconsistent terms proposed by Buyer shall not be binding upon Seller and shipment by Seller shall not constitute assent to any such inconsistent terms.
- 2. PAYMENT/SALES TERMS.** Unless otherwise specified in Seller's Factory Proposal, prices are FCA Seller's factory or point of manufacture and are payable in U.S. Dollars. Net amount of invoice is payable in full within thirty (30) days of date of invoice unless otherwise stated in Factory Proposal. Buyer represents to Seller that Buyer is solvent. In the event Buyer becomes insolvent before delivery, Buyer will notify Seller. Failure to do so notify shall constitute a reaffirmation of Buyer's solvency at time of delivery. If, in Seller's opinion, the financial condition of Buyer at any time does not justify continuance of production or shipment on the terms of payment specified, Seller may require full or partial payment in advance. If any payment is not made on time, Seller, in addition to its other legal rights, shall be entitled to interest on the unpaid balance at 18% per year, or at the maximum rate allowed by law if less, and to all collection costs, including reasonable attorney's fees. Buyer grants to Seller a first priority purchase money security interest in all Equipment sold on credit and proceeds thereof. Buyer authorizes Seller to sign and file all financial statements necessary to perfect this security interest in Buyer's name as debtor and Buyer does hereby irrevocably appoint Seller as its attorney-in-fact for this purpose. This security interest shall be released when payment in full is received.
- 3. TAXES.** The amount of any present or future sales, revenue, excise or other taxes applicable to the Equipment shall be paid by Buyer. If Seller is registered to collect such tax it will be added to the invoice, or in lieu thereof the Buyer shall provide the Seller with a tax exempt certificate acceptable to the taxing authorities.
- 4. INSURANCE.** The contract amount does not include cargo insurance and Seller has no obligation to provide cargo insurance.
- 5. TRANSPORTATION COSTS.** Unless otherwise specified, Buyer shall pay freight charges.
- 6. BUYER'S RIGHT TO CANCEL.** Buyer shall have the right to cancel this contract at any time prior to delivery. In the event of cancellation, Buyer shall reimburse Seller for full purchase price of the Equipment less the actual direct costs for labor and materials to finish the Equipment that Seller does not incur as a result of such cancellation. Following such reimbursement, neither party shall have any further obligation to the other as a result of this contract.
- 7. DELIVERY.** Unless otherwise specified, shipment will be made FCA point of manufacture. Shipment will be contracted by Seller on behalf of Buyer with charges for shipment added to Buyer's invoices unless otherwise specified. Shipments are made at Buyer's risk. If shipment is specified to be by Buyer's vehicle, pick-up shall be made by Buyer within three (3) days after Buyer has been notified that the goods are ready for pick-up. Seller shall have the right to assess storage charges and to invoice Buyer for the Equipment if Buyer fails to pick-up the Equipment within this period. The Delivery Schedule stated in the Factory Proposal is approximate and shall be extended if shipment is delayed due to the matters described in Paragraph 20, below.
- 8. BUYER'S OBLIGATION TO INSPECT.** The Buyer shall inspect the Equipment immediately upon arrival. All claims for Equipment damaged in transit shall be filed with the carrier and noted on the bill of lading. All claims that the Equipment does not conform with the terms of the contract (whether due to damage at Seller's plant, defects or otherwise) must be made to Seller in writing within twenty-one (21) days after arrival. Such written notice shall state the full particulars in support of Buyer's claim. If the Buyer shall fail to give notice within the twenty-one (21) day period, the Equipment shall be deemed to conform with the terms of the contract, and the Buyer shall be bound to accept and pay for the Equipment in accordance with the terms of the contract. The Buyer expressly waives any rights of rejection or to revoke acceptance after the twenty-one (21) day period. In the event that a timely and bona fide claim is made within the twenty-one (21) day period with respect to Equipment which does not conform to the contract, the Seller will, at its option, repair or replace the Equipment or, upon return, refund the purchase price. This shall be Buyer's exclusive remedy with respect to non-conforming Equipment. Under no circumstances shall the Seller be obligated for consequential or other damages, losses or expenses in connection with or by reason of the use or inability to use the Equipment.
- 9. TESTING AND STARTUP.** Buyer shall have the right, at its expense, to inspect and test run the Equipment at Seller's factory or point of manufacture before delivery. Buyer shall also have the right, at its expense, to test run the Equipment at Buyer's plant with the assistance of a representative of Seller within twenty-one (21) days after arrival of the Equipment. Buyer shall supply all necessary utilities, products and packaging materials for all test runs. Within twenty-four (24) hours after test run, Buyer shall either deliver to Seller a statement acknowledging the Equipment conforms to the contract or deliver to Seller a list of deficiencies. If Buyer does not deliver either, the Equipment shall be deemed to conform to the contract and Buyer expressly waives any rights of rejection or to revoke acceptance. In the event Buyer does not invoke the testing and startup procedures set forth herein, Buyer waives all rights to object that the Equipment does not conform to the contract, except those rights set forth in Paragraph 8 above.
- 10. WARRANTIES.** Seller warrants that the Equipment conforms to the contract specifications contained in the written Factory Proposal, subject to these terms and conditions, and Seller will, at its option, repair or replace non-conforming Equipment or upon return, refund the purchase price as set forth in Paragraph 8 above. Seller warrants that the Equipment is free from defects in material and workmanship, and Seller will replace or repair at its option and free of charge, F.O.B. its factory or point of manufacture, any part of the Equipment that proves to be defective in material or workmanship within 12 months of installation or no later than 18 months from date of delivery, provided the defective part is shipped, pursuant to Seller's written authorization, transportation charges prepaid, to Seller's factory or point of manufacture within the one year period, and proves to be defective upon inspection by Seller. The result of ordinary wear and tear, improper operations or maintenance, or damage from use of corrosive or abrasive materials shall not be considered a defect in material or workmanship. No claim by Buyer for damages, labor or installation charges will be allowed, but Buyer will be reimbursed for transportation charges in shipping the defective part to Seller's factory or point of manufacture. Any part manufactured by another is not covered by Seller's warranty, but Seller agrees to assign any warranty for such other manufactured part to Buyer to the extent permitted by the terms of such warranty. Any repair or replacement of a defective part will be covered by the limited warranties contained herein for the remainder of the one (1) year period for the original part.
- 11. LIMITATION AND EXCLUSION OF WARRANTIES. THE WARRANTIES AND REMEDIES SET FORTH IN PARAGRAPH 10, ABOVE, ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO GOODS OR SERVICES PROVIDED BY SELLER, INCLUDING ANY OBLIGATION OR LIABILITY ARISING OUT OF SELLER'S NEGLIGENCE OR FAULT AND INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.** It is expressly agreed that any and all warranties shall immediately cease and terminate, notwithstanding anything herein to the contrary, in the event that any parts and/or structural components or appurtenances thereto are altered or modified by Buyer or the user of the Equipment without the express written consent of Seller.
- 12. SELLER'S REMEDIES.** In the event Buyer fails to perform its obligations or provide Seller with adequate assurances of due performance, Seller at its option, may cancel the contract and recover from Buyer its damages, including its expenses, and the difference between the contract price and the lesser of the Seller's cost or the market price at the point of delivery or Seller may dispose of the Equipment publicly or privately for Buyer's account and apply the net proceeds, after deducting expenses or disposition, against the purchase price. The Buyer shall remain liable for any deficiency. Seller's expenses shall include reasonable attorney's fees and other costs of enforcing its rights. Seller's rights contained herein are not exclusive.

13. BUYER'S REMEDIES. Except as otherwise provided herein, failure of the Seller to perform its obligations before delivery shall entitle Buyer to cancel the contract and obtain a refund of all amounts previously paid. Buyer's remedies with respect to nonconforming Equipment is set forth in Paragraph 8. Buyer's remedies with respect to defects in material and workmanship are set forth in Paragraph 10. Under no circumstances shall Seller be liable for any damages or loss of profits, consequential, incidental or exemplary damages or any other loss or damage arising directly or indirectly from the goods or services provided hereunder or arising out of any use of such goods by Buyer. The remedies available to the Buyer as set forth herein are exclusive remedies, and all other remedies are hereby expressly waived by the Buyer.

14. PATENT INFRINGEMENT. Buyer agrees that it will notify Seller by mail within one (1) week after receiving any information or notice of any claim, whether made formally or informally, that the Equipment infringes patents held by anyone else. If Seller is so notified and suit is brought against Buyer in the United States claiming that the Equipment, or any part thereof as supplied by Seller constitutes in and of itself an infringement of any patent of the United States, the Seller will pay the expense of counsel incurred in defending any suit provided Buyer promptly turns over the defense thereof to Seller and fully cooperates with the Seller in such defense. In addition, Seller shall pay all damages and costs awarded in such suit against Buyer, provided there is a finding that Seller's Equipment infringes a patent and provided further that Seller's total obligation for such damages and costs and for legal defense fees and costs shall not exceed the total amount of money paid by Buyer to Seller for the Equipment. Alternatively, Seller shall have the right at its sole option and cost to settle any such claim and to replace or modify the Equipment to correct the infringement. Seller assumes no obligation or liability in connection with suits claiming that any process which employs or product which is manufactured, assembled or produced using the Equipment is an infringement. Seller assumes no obligation where the Equipment involved has been made to the specifications of the Buyer, rather than conceived and designed by Seller. This section states the entire obligation and liability of Seller in connection with claims of patent infringement.

15. INDEMNITY OF SELLER BY BUYER. Buyer shall indemnify and hold Seller harmless with respect to all liability, loss or damage Seller may suffer as a result of all claims, judgments, statutory or regulatory compliance, demands, fines penalties, costs or expenses asserted against Seller by Buyer and Buyer's employees and agents and by all third parties as a result of or arising out of the production, use, consumption, storage, handling, modification, sale or resale of the Equipment after delivery to Buyer and of any goods or services which are produced using the Equipment. This indemnity shall apply whether such liability is caused by or arises out of the negligence of Seller or its officers, directors, agents, employees or otherwise. Buyer shall defend Seller against any and all claims brought or actions filed against Seller with respect to the subject of the indemnity contained herein and Buyer shall further indemnify Seller with respect to all costs incurred by Seller in defending against any such claims or actions, including attorney's fees and costs, employee down time, witness fees and all other expenses of litigation.

16. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT. Seller does not warrant the Equipment meets any requirements of the Occupational Safety and Health Act. Where possible, Seller will modify the Equipment at Buyer's specific written request at prices then in effect.

17. NON-DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under this contract, the Seller will not discriminate against any employee or applicant for employment because of race, sex, religion, age, national origin, marital status, disability or veteran status. The Seller will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, sex, religion, age, national origin, marital status, disability or veteran status. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this non-discrimination clause. The Equal Employment Opportunity Clause in Section 202 of Executive Order #11246 as amended, relative to equal employment opportunity and implementing rules and regulation of the Office of Federal Contract Compliance are incorporated herein.

18. CHOICE OF LAW, DISPUTE RESOLUTION. This contract shall be deemed to have been entered into in the County of Pinellas, State of Florida. Except as provided in Paragraph 8, all questions concerning the validity, interpretation of performance of any its terms or provisions or of any rights or obligations of the parties hereto, shall be resolved in accordance with the laws of the State of Florida, without regard to its conflict of law rules, except that the United Nations Convention on the International Sale of Goods, if otherwise applicable, is hereby specifically excluded in favor of the Uniform Commercial Code as in effect at the time in the State of Florida. In the event that any dispute arises in connection with this contract, including without limitation, the validity and interpretation of the scope of this Paragraph, the exclusive remedy shall be to submit such dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall be conducted in English before a panel of three (3) arbitrators in Tampa, Florida. The decision of the arbitrators shall be binding and conclusive upon the parties.

19. LIMITATION OF ACTIONS. Any action against the Seller arising out of this order or by reason of any sale hereunder, or by reason of any federal or state statutory provision relating thereto shall be commenced within one (1) year from the date such cause of action arises, otherwise any such actions shall be barred notwithstanding any statutory period of limitations to the contrary.

20. FORCE MAJEURE. Seller shall have no liability for any delay in nor failure of performance caused by circumstances beyond Seller's reasonable control, including, without limitation, acts of God, fire, flood, war, government action, accident, labor trouble or shortage, or inability to obtain materials, equipment, fuel, power or transportation; and in any such event, Seller shall have the right in its sole discretion to allocate its resources and production schedule among all pending contracts affected by such event without liability to Buyer.

21. ENTIRE AGREEMENT, MODIFICATION AND WAIVER. These Terms and Conditions and the terms of the written Factory Proposal constitute the entire contract of sale and purchase of the Equipment and Seller shall not be liable for, or bound in any manner by any representations, guarantees, commitments, purchase order terms and conditions, course of dealings or usage of trade, except as specifically provided herein. No modification of this contract, no waiver of any provision or right to demand performance hereunder, and no waiver of the requirements of this sentence shall be of any force or effect unless in writing and signed by the authorized agent of the party claimed to be bound thereby and no such modification or waiver shall result from the acknowledgment or acceptance of Buyer's purchase order or other forms containing conditions different from those herein. A waiver of any right, obligation or default shall not be construed as a waiver of any subsequent right, obligation or default.

22. SEVERABILITY. Should any of the provisions of these terms and conditions, or portions thereof, be found to be invalid by any court or competent jurisdiction, the remainder of these terms and conditions shall nonetheless remain in full force and effect.

23. CLAUSE PARAMOUNT. In the event of any conflict between the terms of this contract and the terms of Buyer's purchase order or a letter of credit, the terms and conditions contained herein shall prevail despite such conflict, notwithstanding any provision to the contrary, regarding additional terms in acceptance or confirmation contained in the Uniform Commercial Code as adopted by any State.

24. Compliance notice: We advise that our employees are instructed to strictly comply with all applicable statutory regulations and the Values and Principles of Körber AG. In particular, our employees are not allowed to offer, promise or grant inappropriate favours, benefits and/or donations. You will find further details in our code of conduct at www.koerber.de.