

## General Terms and Conditions of Sale

These terms and conditions, the attendant quotation or acknowledgement, and all documents incorporated by reference therein, binds seller (ATEK Access Technologies, LLC) hereinafter the Seller, and the buyer, hereinafter Buyer, (individually referred to as Party or jointly as Parties) and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and /or the sale of goods (Goods) including firmware incorporated therein.

- PRICES:** Unless otherwise specified by Seller, Seller's price for Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.
- DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION:** All shipping dates are approximate and are based on Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provision to the contrary in this or other documents related to this transaction and regardless of how price was quoted, legal title to the Goods and risk of loss thereto shall transfer to buyer as follows: shipment of Goods in the U.S. shall be F.O.B. Seller's location; shipments of Goods internationally shall be F.C.A. Seller's location (Incoterms 2010). Buyer accepts the terms as governing the sale of such Goods/Services to Buyer by: (a) delivering a purchase order or other formal written acknowledgement for Goods/Services; (b) accepting delivery of the Goods ordered by Buyer; (c) paying the applicable price for the Goods/Services ordered by Buyer; or (d) any other statement, act or course of conduct of Buyer which constitutes acceptance under applicable law, whichever comes first. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Minnesota. Seller may at its discretion accept, reject or allocate Goods to any order placed by Buyer and shall not be liable to Buyer, any of Buyer's customers or any other person for refusal or inability to accept or fill any purchase order. Seller may substitute reasonable equivalent materials, components or units for any one or more Goods. The only specifications which are part of the agreement between Buyer and Seller shall be the most current written specifications developed and distributed by Seller. Seller has a minimum order amount of one hundred United States dollars (U.S. \$100). Seller may indicate from time to time, the minimum quantity of Goods it requires to be ordered in any individual purchase order. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.
- EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.
- TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon the Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension. Notwithstanding the foregoing, Buyer cannot cancel or modify an order within ninety (90) days of the scheduled shipment date or after the Goods becomes work-in-process, whichever occurs first, except at Buyer's expense for all damages incurred by Seller due to such cancellation or modification.
- LIMITED WARRANTY:** Subject to the limitations contained in Section 6 herein, Seller warrants that any licensed firmware embodied in the Goods, if applicable, will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and any Services, if applicable, will be performed by trained personnel using proper equipment instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Unless stipulated differently in Seller's quotation, Goods are warranted for twelve (12) months from the date of shipment by Seller. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, improper storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.
- LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED ON CONTRACT INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOOD MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS.
- RETURN OF GOODS:** Buyer shall not return any Goods without specific authorization from an authorized employee of Seller. Upon authorization of the return, Seller shall issue Buyer a Return Material Authorization (RMA) number. In no event will Buyer return any Goods without the RMA number, which must be clearly marked on the outside surface of the shipping container and recorded on all accompanying paperwork. All Goods returned from outside the U.S. shall be subject to the rules of re-importation into U.S. Buyer must provide all necessary import/export documentation for the returned Goods. Buyer shall pay all freight cost incurred in returning the Goods to Seller and a may be subject to a handling charge equal to thirty percent (30%) of the invoice price of the returned Goods. Only Goods which are standard catalog Goods of Seller will be eligible for return, and all such returned Goods must be received by Seller in salable condition. All risk of loss and damage during shipment for any Goods being returned shall be that of Buyer. In no event

shall Goods be authorized for return if (a) they have been in Buyer's possession for more than thirty (30) days or (b) the order has been placed with Non-Cancelable Non-Returnable (NCNR) terms. Where applicable, Seller will not accept any returned Goods without the appropriate MSDS for any fluids said Goods have come in contact with.

8. **BUYER'S INDEMNIFICATION:** Buyer shall indemnify and hold Seller harmless from and against any and all liabilities, losses, costs and expenses (including, without limitation, reasonable attorney's fees and expenses) actually incurred by Seller resulting from (a) a third party claim that any Goods used, manufactured, offered for sale or sold, or imported by Seller in accordance with Buyer's design, specification or instruction infringes or misappropriates such third party's patent, copyright, trademark, trade secret or other proprietary rights; (b) Buyer's negligence or willful misconduct; (c) Buyer's use of the Products except as designated or approved by Seller.
9. **PATENTS:** Unless otherwise specifically agreed to in writing by Seller, any and all drawings, tooling, equipment, procedures, data, engineering changes, specifications, and documentation made, acquired or supplied by Seller in connection with any Goods sold hereunder shall be and remain the exclusive property of Seller, and Seller owns all intellectual property rights in the Products. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.
10. **TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.
11. **TERMS OF PAYMENT:** Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, payment terms are net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreement with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.
12. **SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods.
13. **BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.
14. **GENERAL PROVISIONS:** The terms and any non-disclosure agreement entered into by the Parties, constitute the final, complete, exclusive and entire agreement between the Parties and supersede all prior or contemporaneous agreement, written or oral, regarding the subject matter of the Terms. The Terms shall be governed by and interpreted under the laws of the State of Minnesota, excluding (a) its choice of law rules; and (b) United Nations Convention on Contracts for the International Sale of Goods. Buyer shall not have the right to assign or otherwise transfer its rights or obligations under the Terms except with the prior written consent of Seller, which consent shall not be unreasonably withheld. The Terms shall be binding on the Parties hereto and their respective successors and permitted assigns. Any prohibited assignment shall be null and void. If any provision of the Terms is found unenforceable, such provision shall be deemed stricken from the Terms, without invalidating any of the other provisions of the Terms. No failure by either Party to take any action or assert any right hereunder shall be deemed to be a waiver of such right. The parties are independent contractors and not agents of each other. The Terms shall not be modified except in writing signed by both Parties. If a copy of the Terms is translated into another language, the official and binding version shall be the English language version, which shall prevail in all instances. Notices shall be deemed given on the third day following domestic mailing or the seventh day following international mailing, if mailed registered or certified mail, postage prepaid, return receipt requested, or on receipt if delivered by private courier service, or by facsimile, addressed to the respective addresses of the Parties on the contract.