

TERMS AND CONDITION OF SALE



1. GENERAL

All orders for products, drawings, or services furnished in connection therewith (hereinafter collectively called "products") manufactured or supplied by mk Automation Engineering, Inc ("mk"), shall be subject to these terms and conditions of sale. No modifications or additions hereto will be binding unless agreed upon in writing by an authorized officer of mk.

2. QUOTATIONS

Price quotations are subject to change without notice. All products sold are subject to price in effect at time of shipment.

3. TAXES

Prices do not include Sales, Use, Excise, or other Taxes payable to any governmental authority in respect to the sales of mk's products. The purchaser shall pay the amount of any such taxes or shall reimburse mk for the amount thereof that mk may be required to pay.

4. TERMS

Terms are to be decided upon based on the customer's current credit standing as well as the total order amount. If non-standard terms are requested by the customer, these terms must be approved by mk's Credit Department or an executive officer in writing. No other party has the authority to extend non-standard terms. A copy of mk's "Customer Credit Policy" will be furnished to the customer at their request.

5. PAYMENTS

mk reserves the right to charge interest on any balance outstanding at 1.5% per month (or fraction thereof) or as mk shall determine, until payment is actually received. Pro-rate payments shall become due as shipments are made, or at the request of the purchaser, payment shall be become due when mk is prepared to make shipment. If the cost to mk of products is increased by reason of delays caused by the purchaser, such additional cost incurred by mk shall be paid by the purchaser. mk may, if it deems itself insecure by reason of the financial condition of the purchaser or otherwise, require full or partial payment in advance and as a condition to the continuance of production, or shipment on the terms specified herein.

6. DOWN PAYMENTS

In certain instances, as outlined in mk's Customer Credit Policy, down payments may be required. All down payments are due in full prior to shipping. No mk representative shall accept in the form of said payment a copy of payment check or a payment promise.

7. ACCEPTANCE

All orders must be placed in writing; verbal orders will not be accepted. Orders placed after noon (EST) will be considered for the next business day. No

order or other offer shall be binding upon mk until accepted in writing by mk

8. CHANGES

mk will not accept changes in specification unless such changes are requested in writing and agreed to in writing by mk and the purchaser agrees to pay, if necessary, in addition to the original purchase price a sum so set by mk.

9. CANCELLATIONS

Any order when placed with and accepted by mk is not subject to cancellation unless agreed to in writing by mk. Cancellations are subject to reasonable charges based upon the expenses already incurred and commitments made by mk.

10. RETURNS

Material may not be returned to mk unless specifically allowed in writing. All material returned to mk must include a Return Authorization Number and must be returned prepaid and packaged in a suitable manner.

11. SHIP DATES

All ship dates as confirmed by mk are approximate and indicate the date in which the item is to be shipped. This date is not the delivery date and does not include time of transit from our facility to yours. mk will attempt to meet all such ship dates whenever possible. All products are subject to prior sale. mk shall not be liable for any delays in manufacturing or shipping as a result of force majeure or any other cause that is beyond mk's reasonable control, including; but not limited to, an act of God, war or national emergency, hurricane, fire, flood, explosion, inability to obtain certain materials, any labor dispute or strike (including those of carriers), or export, import, dollar exchange or other governmental regulations or restrictions. Purchaser may not cancel because of any such delay or for any other reason not the fault of mk. mk will not be bound by any penalty clause contained in any specification or order submitted by the purchaser unless such clause is agreed to in writing by an authorized officer of mk. Shipping of all products shall be FOB mk's factory unless otherwise agreed to in writing by an authorized officer of mk.

12. PATENTS

mk shall indemnify and hold harmless the purchaser against all claim or actions that are instituted against the purchaser on the grounds that the purchaser has infringed the patent rights of others by using, reselling, or promoting the sale or resale of mk's products, provided that mk shall not be obligated hereunder if:

- a) the purchaser fails to give mk prompt notice of such claim or actions, or
- b) Such claims or actions against the purchaser are based wholly or in part on the existence or operation of any

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complete installation or apparatus incorporating mk's products as components and which is designed or manufactured by the purchaser of its customers.

13. REGULATORY LAWS OR STANDARDS

mk makes no representation that its products conform to any state or local ordinances, regulations, codes, or standards, except as may be otherwise agreed to in writing by an authorized officer of mk. ALL PURCHASERS AND USERS SHOULD CONSULT THEIR APPROPRIATE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS AND STANDARDS.

14. ASSIGNMENT

No contract to purchase goods from mk may be assigned by the purchaser without prior agreement in writing by an authorized officer of mk.

15. SECURITY INTEREST

Unless and until the products are fully paid for, mk reserves a security interest in them to secure the unpaid balance of the price and all other obligations of the purchaser to mk however arising. The purchaser hereby grants mk the power of attorney to execute and file on behalf of the purchaser all necessary financing statements and other similar documents required to protect the security interest granted herein.

16. DAMAGES, LIMITATION

In the event of breach of this agreement by mk, the rights of the purchaser are limited to the amount therefore paid to mk for the goods. THE PURCHASER SHALL HAVE NO RIGHT TO CONSEQUENTIAL OR INDIRECT DAMAGES, WHETHER FOR THE INJURIES TO THE PERSON, PROPERTY OR OTHERWISE.

17. DEFAULT

If the purchaser defaults in performing any of its obligations to mk under this agreement, or any other agreements, mk may, at its option and without incurring any of all other agreements with the purchaser or to terminate this agreement together with any or all such agreements. Furthermore, mk shall have a right to all damages sustained, including loss of profits.

18. INSOLVENCY

If the purchaser shall be insolvent or cease doing business or be the subject of any proceedings under any bankruptcy, insolvency, reorganization, or arrangement statute or law, such act shall be the option of mk, be deemed a default under this agreement, and mk may elect to cease performing and cancel this agreement with the respect to any products not delivered or received prior to the election. All of the foregoing shall be without prejudice to recovery by mk of damages for work preformed and for loss of profits and material and products delivered.

19. NOTICE

NOTWITHSTANDING MK'S Limited Warranty MK IS SPECIFICALLY NOT RESPONSIBLE FOR PROPERTY DAMAGE AND OR PERSONAL INJURY, DIRECT OR INDIRECT, OR FOR DAMAGES AND/OR FAILURES CAUSED BY THE IMPROPER MACHINE DESIGN, APPLICATION, INSTALLATION, OPERATION, ABUSE AND/OR MISUSE OF ITS PRODUCTS.

20. MISCELLANEOUS

The provisions of this agreement shall be governed in accordance to the laws of the State of Connecticut. These terms and conditions set forth the entire understanding and agreement of the parties hereto, together with all representations and obligations of such parties in respect to such matter, shall be superseded by and merged into this agreement. No provisions hereof shall be waived, changed, terminated, modified, discharged or rescinded, orally or otherwise, except in writing signed by the party to be charged by any such waiver, change, termination, modification, discharge, or recession. No waiver of any breach of any provision of this agreement shall constitute an amendment or modification of this agreement, or any provision thereof. If any provision of this agreement shall be held to be unenforceable or inapplicable in any way respect, such holding shall not affect the enforceability of any other provision of this agreement under any other circumstances. The provisions of this agreement shall bind and inure to the benefits of the parties hereto and their respected heirs, executors, administrators, successors, and (subject to any restrictions on assignment hereinabove set forth) assigns. In the event unspecified redress or commitments develop not covered above, terms of the Uniform Commercial Code under the laws of Connecticut will be construed as being effective as they may pertain.



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Mk Automation, Inc reserves the right to change or discontinue products and specifications with or without notice.