

## I. ACCEPTANCE TERMS AND CONDITIONS

The term "Order" as used herein shall mean the total agreement between the parties arising out of the Purchaser's agreement to buy and the Seller's (OHD, LLLP) agreement to sell the Goods described on the face of this quotation or acknowledgement. The Purchaser's order is accepted expressly conditioned upon the following terms and conditions which may not be varied or added to, except by written agreement signed by an authorized representative of OHD, LLLP (hereafter referred to as OHD). Inconsistent or additional terms or conditions stated by Purchaser will not be binding on OHD, whether or not such terms or conditions "materially alter" this Order. Failure of Purchaser to specifically object to any of these terms or conditions prior to OHD shipping the Order shall constitute acceptance of these terms and conditions by Purchaser.

## II. WARRANTY

- A. OHD warrants that, at the time of delivery, the Goods delivered under this Order shall be free of all defects in workmanship and material. OHD will repair or replace, at its sole option, any Goods found to be defective by OHD, if notified by Purchaser within the Warranty time period. This remedy is Purchaser's exclusive remedy for breach of warranty.
- B. Warranty Time Periods
  - a. New Products manufactured by OHD: The warranty time period shall be two (2) years from date of shipment by OHD, except as noted below.
    - i. Extended for fifteen (15) days when shipped to a USA domestic Distributor; or
    - ii. Extended for forty-five (45) days when shipped to an international Distributor.
  - b. New Products not manufactured by OHD: The warranty time period shall be the time period provided by the manufacture of that product. This includes commercial off the shelf products that are accessories for OHD manufactured products.
  - c. Refurbished products warranty: The warranty time period shall be 180 days from date of shipment by OHD.
  - d. Exceptions to the above Warranty time periods: Purchased extended warranty options.
- C. This Warranty does not cover components that are expendable in normal use, and thus have an unpredictable service life, such as but not limited to batteries, fuses, filters, and diaphragms.
- D. This Warranty shall be null and void on any product which:
  - a. Is operated or used in excess of the product's operating specifications; or
  - b. Is not properly maintained in accordance with its maintenance manual or specifications; or
  - c. Has been repaired or modified by persons other than authorized OHD personnel, unless such work is authorized in advance in writing by OHD; or
  - d. Has been damaged, abused, or misused.
- E. Warranty on Service and Repairs:
  - a. Goods, which have been repaired or replaced during the Warranty period, are warranted only for the remainder of the unexpired portion of the original Warranty period.
  - b. Repairs or service provided not pursuant to Warranty: 90 days from date of shipment by OHD.
  - c. Round Trip Shipping Warranty. OHD will repair or replace, at its sole option, items damaged or lost by its carrier when this service option is used. The warranty is only valid for OHD supplied items that have been listed on the OHD Service Return Form. Non OHD supplied items, such as but not limited to laptops, respirators, etc., that are included in the shipment are expressly excluded from this warranty.
- F. Representations and warranties made by any person, including distributors and representatives of OHD, which are inconsistent or in conflict with the terms of this Warranty, shall not be binding upon OHD unless presented in writing and signed by a Vice President or the President of OHD.
- G. **OHD SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, ACCIDENTAL OR OTHER DAMAGES RESULTING FROM THE SALE AND USE OF ANY GOODS AND SELLER'S LIABILITY HEREUNDER SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY GOODS FOUND DEFECTIVE.**
- H. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT BEING LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY OF OHD WITH RESPECT TO GOODS SOLD OR DELIVERED UNDER THIS ORDER.**
- I. **PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF OHD PRODUCT(S) FOR THE PURCHASER'S USE OR RESALE, OR FOR INCORPORATING OHD'S PRODUCT(S) INTO SYSTEMS, PRODUCTS, OR FOR APPLICATIONS WHICH PURCHASER DESIGNS, CONSTRUCTS OR MANUFACTURES. PURCHASER SHOULD TEST ALL PRODUCTS UNDER ACTUAL SERVICE CONDITIONS TO DETERMINE SUITABILITY FOR A PARTICULAR PURPOSE.**

## III. RETURNED GOODS POLICY

No Goods may be returned unless and until OHD has authorized such return and given shipping instructions. The failure to obtain such authorization prior to returning the Goods shall render the Purchaser liable for any direct, indirect, consequential, incidental and all other costs incurred by OHD in the handling of the returned Goods. Current stock products in unbroken, unmarked packages, in saleable condition, may be eligible for return, subject to approval of Sales Management and a restocking charge of typically no less than 20%.

## V. EXPORT ORDERS

Prepayment via wire transfer in US Dollar is required prior to shipment. Shipments will be F.O.B collect from origin on Purchaser's carrier account. Purchaser shall be responsible for obtaining any license to import the Goods into the country of destination and shall pay all taxes, duties, and tariffs. Purchaser shall ensure that all Goods exported from the United States are exported in accordance with the U.S. Export Administration regulations and any other applicable U.S. rules, regulations or statutes.

## VI. DOMESTIC PAYMENT

OHD shall invoice the Purchaser at the time the Goods are shipped from OHD with payment to be made by the Purchaser according to the terms of the invoice. Net 30 days for approved accounts only. Visa, MasterCard, American Express, Discover, pre-pay, and COD orders are accepted. All prices are payable in US Dollar. Prices are subject to change without notice.

## VII. DOMESTIC SHIPMENT

Shipment shall be F.O.B. origin, carrier selected by OHD unless other instructions and special handling fees have been provided by Purchaser. Title to the Goods and risk of loss shall pass to the Purchaser at the F.O.B. point. Shipping dates provided by OHD are approximate and OHD shall use its best commercially reasonable efforts to meet such dates.

## VIII. TAXES

Except as otherwise provided in the quotation or order acknowledgment, as the case may be, the price does not include any Federal, State or local taxes or duties.

## IX. CANCELLATION

Except as otherwise provided herein, this Order may not be cancelled by Purchaser except with the express consent of OHD in writing and upon payment to OHD of cancellation charges as determined by OHD.

## X. INSPECTION

The Purchaser shall inspect and accept any Goods delivered pursuant to this Order within thirty (30) days after receipt of such Goods. In the event the Goods do not conform to any drawings, designs or specifications which are expressly applicable to this Order, the Purchaser shall promptly notify OHD of such non-conformity in writing. OHD shall have a reasonable opportunity to repair or replace the nonconforming Goods at its sole option. The Purchaser shall be deemed to have accepted any Goods delivered hereunder and to have waived any such nonconformity in the event such a written communication is not received by OHD within sixty (60) days after Purchaser's receipt of the Goods.

## XI. ASSIGNMENT

Purchaser shall not assign rights under this Order without the written permission of OHD.

## XII. FORCE MAJEURE

Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including without limitation acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, governmental laws, ordinances, rules and regulations, any delay in or inability to obtain labor, machinery, material, products or services through its usual and regular sources or any other similar condition or cause (hereinafter "Force Majeure"). Notwithstanding the foregoing, a Force Majeure event will not excuse the obligation of payment of money.

## XIII. GENERAL

The construction, interpretation, and performance of this order and all transactions hereunder shall be governed by the laws of the State of Alabama; U.S.A. Purchaser expressly consents to the jurisdiction of the courts of the State of Alabama in the event litigation arises out of this transaction. If any provision of this order is in violation of any Federal, State or local law or regulation, or is illegal for any reason, such provision shall be deemed self-deleting without affecting the validity of the remaining provisions.

## XIV. BLANKET ORDERS

Blanket order pricing is based upon the sale and delivery of the total quantities of Goods specified within the Order within twelve (12) months from the date of OHD's acceptance of the Order. In the event that Purchaser does not accept delivery of the full quantity of Goods stated on the Order within the twelve (12) month performance period, Purchaser shall compensate OHD the difference between the normal pricing for the quantity of Goods actually accepted and the pricing included on this Order times the number of units actually accepted. In addition, Purchaser shall pay OHD a reasonable cancellation charge as determined by OHD based on the unshipped balance of the Order. These additional charges shall be payable on a net thirty (30) day basis.

## XV. LIMITATION OF LIABILITY

OHD's liability to Purchaser under this Order or arising out of possession or use of the Goods supplied hereunder or any technical advice relating thereto is limited to the warranty obligations set forth in the Warranty Article. In no event shall OHD's liability to Purchaser, whether based in contract, warranty, OHD's negligence or other tort, strict liability or otherwise, exceed the purchase price of the Goods in question. The foregoing shall constitute the sole and exclusive remedy of Purchaser and the sole and exclusive liability of OHD. **IN NO EVENT SHALL OHD BE LIABLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHER DAMAGES RESULTING FROM THE SALE OR USE OF GOODS INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT OR REVENUES, DAMAGE FOR LOSS OF USE OF THE PRODUCTS, DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, INCLUDING PERSONAL INJURY OR DEATH ON ACCOUNT OF USE OF THE PRODUCTS OR FAILURE TO WARN AGAINST OR INSTRUCT ON, OR ADEQUATELY WARN AGAINST OR INSTRUCT ON, THE DANGERS OF THE PRODUCTS OR THE SAFE AND PROPER USE OF THE PRODUCTS, WHETHER OR NOT OHD HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES.**

**XVI. COMPLIANCE WITH LAWS.** Purchaser acknowledges that the products purchased by it from OHD are products of the United States of America and that the export, use, transmission or other transfer of such products are governed by the laws and regulations of the United States of America. Purchaser agrees that it shall not take, export, or transmit any product to any other country or entity without OHD's prior written consent, which consent OHD may grant or withhold in its sole discretion. Purchaser hereby covenants and agrees to comply with all applicable laws, rules and regulations governing the handling, shipment, labeling, packaging, notification and use of the product by Purchaser and by Purchaser's customer, including without limitation any and all laws, rules and regulations of the jurisdiction where the customer of such product is located and that govern or affect the ordering, shipment, sale, delivery and redelivery of such product in such jurisdiction. Purchaser acknowledges and agrees that OHD has no responsibility or liability for complying or failing to comply with such laws, rules and regulations of the jurisdiction of Purchaser's customers, regardless of whether OHD has reason to know, has been advised or is otherwise in fact aware of such jurisdiction's applicable laws, rules and regulations.

**XVII. INTELLECTUAL PROPERTY; PROPRIETARY INFORMATION.** Purchaser and its customers and end users shall have no rights in or title to, and OHD shall retain all rights in and title to, any patents, inventions, designs, discoveries, technical data, copyrights, trademarks, trade names, service marks, trade secrets, or other intellectual property rights arising out of the products delivered or provided hereunder (the "Intellectual Property"). Purchaser hereby acknowledges and agrees that OHD is granting to Purchaser a non-exclusive limited license to any software contained in the product sold hereunder. All rights not expressly granted to Purchaser herein are reserved by OHD. Purchaser will not, and agrees not to cause or permit an end user of the product to, modify, re-create, reverse engineer, disassemble or decompile the product or any software contained in the product. Notwithstanding the foregoing, any modifications, developments, inventions, discoveries, updates or other improvements (each an "Improvement") to the products sold to Purchaser shall be the sole property of OHD and Purchaser agrees to assign to OHD all right, title and interest in and to such Improvements and shall execute any and all documents and instruments as OHD may reasonably determine are necessary or desirable in order to give effect to this section or to preserve, protect or enforce OHD's rights with respect to such Improvements. Purchaser agrees to hold all proprietary information in confidence and not to, directly or indirectly, copy, publish, summarize, or disclose to any person or entity such information without OHD's prior written consent. Purchaser agrees that it will take all steps (including nondisclosure agreements with Purchaser's employees and consultants, and such other steps as Purchaser takes to protect its own proprietary information) necessary to protect and prevent disclosure to and/or use by third parties of any proprietary information of OHD obtained by Purchaser. For the purpose of this section, "proprietary information" includes, but is not limited to, (i) information furnished by OHD, relating to the sale, use, or service of the products sold hereunder; and (ii) information provided by OHD to Purchaser and specifically marked "Confidential."