ABETECH PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms & Conditions and AbeTech's Purchase Order constitute a binding legal agreement between Supplier (as identified on AbeTech's Purchase Order) and AbeTech which applies to any and all products specified in AbeTech's Purchase Order ("Product").

These Purchase Order Terms & Conditions provide the fundamental basis for AbeTech's agreement to purchase Product from Supplier. The Purchase Order is not complete without these Purchase Order Terms & Conditions. AbeTech would not have submitted the Purchase Order without these Purchase Order Terms & Conditions, and would not have entered into any agreement to purchase Product from Supplier without these Purchase Order Terms & Conditions.

PROVISIONS IN ANY SUPPLIER-RELATED WEBSITE, DOCUMENT, TRANSMITTAL OR COMMUNICATION THAT CONFLICT WITH, ADD TO, OR OTHERWISE MODIFY THESE TERMS AND CONDITIONS ARE HEREBY REJECTED BY ABETECH AND OF NO LEGAL EFFECT, REGARDLESS OF THE TIME OF TRANSMITTAL.

Acknowledgement of Order- All orders are subject to acceptance by Supplier and may be accepted in whole or in part within two (2) working days after Supplier's receipt of each order. If Supplier fails to give written notice of rejection of any part of the order within the time stated, the order shall be deemed accepted. The terms and conditions set forth herein become the exclusive and binding agreement between AbeTech and Supplier when the order is accepted by Supplier.

Warranty- Supplier warrants that the Product (a) will be new, (b) will be free from defects in manufacture, material, and design, (c) will function properly under ordinary use, (d) will perform in accordance with all applicable specifications and documentation for such Product for a period of thirty-six (36) months from AbeTech's acceptance thereof, and (e) is compatible with AbeTech hardware and standard operating systems and environments.

Engineering Changes-Engineering specifications (revision level) of Product will not be changed without prior written approval of AbeTech.

Delivery-If Supplier fails to deliver to AbeTech within ten (10) days of the scheduled delivery date which appears on the front of AbeTech's Purchase Order, AbeTech reserves the right to cancel the affected order without penalty.

Quantity-If any shipment does not contain the exact quantity ordered, AbeTech reserves the right to cancel the shipment without penalty and return it to Supplier.

Acceptance-AbeTech will have thirty (30) days to accept or reject any Product shipped by Supplier.

Transportation-Unless otherwise specified on the front of this Order, Supplier shall arrange transportation at AbeTech's expense to locations specified by AbeTech and with the carriers selected by AbeTech.

Title and Risk of Loss-Title and risk of loss to Product will pass to AbeTech upon acceptance of Product by AbeTech.

Payment Terms-Unless otherwise specified on the front of AbeTech's Purchase Order, the terms of payment for purchases made under AbeTech's Purchase Order are net thirty (30) days from date of AbeTech's acceptance of Product.

Gifts or Gratuities-Supplier represents, warrants and covenants that it has not in the past, and will not in the future, offer or give any payments, gifts, gratuities, or anything of value to any AbeTech employee or representative. Any violation of this provision will entitle AbeTech to recover liquidated damages from Supplier equal to the amount of the payment or gift and any and all expenses and costs (including attorney's fees on an indemnity basis) incurred in enforcing this provision. The liquidated damages provision contained in this paragraph applies only in the event that Supplier breaches this paragraph, and AbeTech reserves all remedies available to it by law or in equity in the event that Supplier breaches any other section of this agreement. In the event that the liquidated damages provision contained herein shall be invalid, illegal, or unenforceable in any respect, AbeTech reserves the right to pursue all remedies available to it by law or equity.

Taxes-Unless otherwise specified on the front of AbeTech's Purchase Order, the prices set forth in AbeTech's Purchase Order include all applicable taxes, import duties, customs clearance, all applicable licenses, certifications, ratings and other authorizations and approvals. All such taxes, import duties, customs clearance, all applicable licenses, certifications, ratings and other authorizations and approvals shall be stated separately on Supplier's invoice.

Inspection; Warranty Returns-If any product lot shipped under AbeTech's Purchase Order fails to meet established AbeTech quality requirements including, but not limited to, Incoming Quality Assurance and Acceptance Sampling Procedures, AbeTech reserves the right to cancel that shipment without penalty and return it to Supplier for credit to AbeTech's account at Supplier's expense. Warranty Returns shall be Product, which has been delivered to AbeTech or by AbeTech to its customers and rejected by them due to defect(s). All Product returned will require a Return Material Authorization (RMA) number which will be issued by Supplier within one (1) working day after request by AbeTech. All Warranty Returns shall be returned to Supplier within fourteen (14) days of receipt of the RMA number, and AbeTech account shall be credited at that upon said delivery, Supplier shall re-invoice AbeTech for the Product.

Product Verification-AbeTech shall be afforded the right to verify at the Supplier's premises that Product being purchased by AbeTech conforms to specified requirements. Verification by AbeTech shall not absolve Supplier of the responsibility to provide acceptable products, or shall it preclude subsequent rejection by AbeTech.

Indemnity-Supplier shall indemnify, defend and save AbeTech harmless from and against and all claims, demands, damages, liability, loss, cost, expense and attorney's fees which AbeTech may incur, suffer or be required to pay arising from damage to property, or bodily injury or death of any person arising our of or resulting from any defect in design, material, manufacture or performance of the Product. Supplier shall also indemnify and hold AbeTech harmless for any expenses and costs (including attorney's fees on an indemnity basis) incurred in enforcing any provision of this agreement.

Confidentiality-Product purchased hereunder with AbeTech specifications or drawings shall not be quoted to others without AbeTech's prior written authorization. Such specifications, drawings, samples, or other data furnished by AbeTech or created by Supplier for AbeTech shall be treated as confidential information by Supplier, shall remain AbeTech property and shall be returned to AbeTech upon demand. If Supplier and AbeTech have signed any non-disclosure agreements with each other, they are incorporated by reference as if more fully set forth herein.

Termination-Without limiting its rights AbeTech may notify Supplier of intention to terminate AbeTech's Purchase Order for any one of the following events: (a) Supplier fails to comply with any provision of AbeTech's Purchase Order or these Purchase Order Terms and Conditions, or (b) for convenience upon thirty (30) days' written notice to Supplier.

Governing Law-AbeTech's Purchase Order and these Purchase Order Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, without reference to the conflict-of-laws doctrine of any jurisdiction.

Assignments- Neither party may assign rights hereunder without the prior written approval of the other party and any attempt to assign any rights, duties or obligations hereunder without the other party's written approval of the other party and any attempt to assign any rights, duties or obligations hereunder without other party's written consent will void.

Severability-In the event that any of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.