

COMPLETE AGREEMENT

The terms and conditions contained herein constitute the sole and entire agreement between the parties and are the only basis upon which Vision Research, Inc. ("Vision Research") offers to service or repair equipment ("Equipment") of buyer ("Buyer"), unless otherwise agreed to in writing signed by a duly authorized representative of Vision Research. Buyer's terms and conditions shall be of no effect to the extent that they are inconsistent with or in addition to these terms and conditions, and notwithstanding anything to the contrary in Buyer's purchase order, by authorizing the service or repair or paying the associated invoice, Buyer accepts all of Vision Research's terms and conditions set forth herein.

PAYMENT AND CREDIT TERMS

Terms are net thirty (30) days from date of each invoice, or payment with purchase order, at the sole discretion of Vision Research. Vision Research reserves the right to remove credit terms extended to Buyer in the event (i) the Buyer fails to pay for services/repairs and/or replacement parts, previously or subsequently delivered or performed, when due, or (ii) in the sole judgment of Vision Research there has been a material adverse change in Buyer's financial condition. Upon such deterioration, Vision Research shall have the right to demand payment or other assurances which it deems adequate before performance of any other services. Payment may be made by credit/debit card.

TAXES AND OTHER CHARGES

In addition to the purchase price, Buyer shall pay all applicable rates and similar charges imposed by governmental entities, whether federal, state or local.

FAILURE TO PAY; SECURITY INTEREST

Failure to make any payment when due shall cause the entire amount to be unpaid debt to become immediately due and payable, at the option of Vision Research. In addition to any other rights of Vision Research, it may, upon default of the Buyer in payment, apply a service charge at the rate of one and one half percent (1½%) per month on the unpaid balance. Buyer shall pay on demand any agency, attorneys' fees and court costs incurred by Vision Research in the collection of delinquent payments.

Buyer hereby grants Vision research a security interest in the Equipment serviced by Vision Research and in any replacement parts inserted therein, and in any proceeds (including accounts receivable), as security for the obligations of Buyer hereunder and Buyer shall execute any document required to perfect this security interest.

SHIPMENTS AND DELAYS

All shipments shall be, unless otherwise specifically provided, FOB Vision Research's facility. Vision Research shall not be liable for any delay in performance of services/repairs due to causes beyond the reasonable control of Vision Research. Upon request, Vision Research shall provide Buyer with packaging materials and boxes for safely shipping the Equipment to Vision Research for service/repair.

INSPECTION AND ACCEPTANCE

The serviced/repaired Equipment shall be inspected by Vision Research personnel prior to transit back to the Buyer and shall be thoroughly inspected upon its receipt by Buyer. Buyer's failure to reject any delivery of Equipment upon receipt shall constitute acceptance of that delivery and shall be deemed a waiver of any other right to reject or revoke acceptance. All claims arising from defective or damaged Equipment shall be made within ten (10) days of receipt and shall reference the service/repair.

LIMITED WARRANTIES AND REPAIR

Service/repair by Vision Research of Equipment manufactured by Vision Research protects the original product warranty coverage (refer to Equipment's original warranty information). Certain services/repairs by third-party providers may invalidate the terms of the Equipment's original product warranty.

EXCEPT FOR THE LIMITED WARRANTIES SET FORTH BELOW, VISION RESEARCH MAKES NO AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, CONCERNING ANY SERVICE/REPAIR OR REPLACEMENT PARTS, OR CONCERNING ANY PATENTS OR TECHNOLOGY USED OR INCLUDED IN ANY SERVICE/REPAIR OR REPLACEMENT PARTS. ALL GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS WHATSOEVER, EITHER EXPRESS OR IMPLIED, WHETHER ARISING UNDER ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXPRESSLY EXCLUDED.

Vision Research warrants that services/repairs performed by Vision Research shall conform to current Vision Research-published specifications and shall be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days after the Vision Research service date. If any service/repair or replacement part proves to be defective within such warranty period, Buyer shall return the Equipment to Vision Research. Vision Research shall be given reasonable opportunity to investigate any claim of defect. No Equipment shall be returned to Vision Research until after approval by Vision Research and receipt of shipping instructions from Vision Research. Vision Research, at its sole discretion, shall repair, replace or adjust the defective service/repair, provided that Vision Research investigation and inspection disclose that (a) such defect developed under normal and proper use and (b) the service/repair is covered under this warranty. Repair, replacement, or adjustment of defective service/repair or replacement parts shall be Vision Research's sole obligation and Buyer's sole remedy hereunder. Buyer shall pay for the shipment of the Equipment to Vision Research. Vision Research shall not be obligated to perform preventive maintenance, installation, de-installation, relocation, or maintenance on the Equipment. Vision Research reserves the rights to (i) use reconditioned, refurbished, and/or serviceable used replacement parts (that meet Vision Research' quality assurance standards) for warranty or any other service/repairs and (ii) make any internal or external design and/or feature changes on or to the Equipment without any liability to incorporate such changes on or to other equipment.

Excluded from this warranty and not warranted by Vision Research in any fashion, either expressed or implied, are:

- (a) Equipment not manufactured by Vision Research and/or not bearing the "Vision Research" brand label;
- (b) any Equipment which has been disassembled, repaired, tampered with, altered, changed or modified by persons other than Vision Research's own authorized service personnel, unless such service/repair by others is made with the written consent of Vision Research;
- (c) defects or damage to Equipment resulting from wear, tear, misuse, negligence, improper storage, transit, non-performance of scheduled operator and maintenance tasks, battery leakage, or use of non-approved accessories, consumables or supplies;
- (d) software programs; and
- (e) consumables, including but not limited to batteries, cables, lenses and lamps.

BUYER ACKNOWLEDGES AND AGREES THAT VISION RESEARCH SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT BUYER MAY INCUR FROM DELAYED SHIPMENT, EQUIPMENT FAILURE, EQUIPMENT DESIGN OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY). IN NO EVENT SHALL VISION RESEARCH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OR PROFITS OR LOSS OF USE.

Representations and warranties made by any person, including dealers and representatives of Vision Research, which are inconsistent or in conflict with the terms of this warranty, shall not be binding upon Vision Research, unless reduced to writing and approved by an expressly authorized officer of Vision Research.

This warranty is the complete and exclusive statement of warranty which Vision Research provides with respect to the service/repair of the Equipment and replacement parts and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the subject matter hereof.

This warranty is exclusively for the benefit of the original customer and cannot be transferred or assigned.

CHOICE OF LAW AND JURISDICTION; COURTS

This transaction shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to the conflict of laws rules thereof. All controversies, disputes and claims arising out of relating to this transaction, or the breach or threatened breach of this document, shall be adjudicated by a court of competent jurisdiction within the County of Chester, Commonwealth of Pennsylvania or the Federal District Court in the Eastern District of Pennsylvania, except that any judgment obtained in such action may be enforced in other jurisdictions. Buyer hereby waives personal service of process provided that process is served by certified, registered mail. Buyer hereby waives any objection that it may have regarding the personal jurisdiction or venue of any of the aforesaid courts, as well as any claim that the forum or venue is inconvenient or should be transferred. Buyer shall pay any and all reasonable costs, legal fees, and expenses incurred by Vision Research resulting from all controversies, disputes or claims which are adjudicated or settled favorable to Vision Research.

EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

A. Buyer shall not make any disposition of the Equipment, by way of transshipment, re-export, diversion or otherwise, (1) except as applicable U.S. export laws and regulations may expressly permit, and (2) other than in and to the ultimate country of destination specified on purchase order(s) or declared as the country of ultimate destination on Vision Research's invoices or in the End Use Statement that Buyer supplies to Vision Research. Vision Research shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing by Vision Research, in which case, Buyer shall provide Vision Research with a copy of the documents filed by Buyer for Export clearance purposes. At Vision Research's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Vision Research to cancel related purchase order(s) without liability.

B. Buyer warrants that it shall not violate or cause Vision Research to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, in connection with the distribution and/or service/repair of the Equipment, and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the distribution and/or service/repair of the Equipment has violated, nor caused Vision Research to violate the FCPA. Where Buyer learns of or has reason to know of any violation of the FCPA in connection with the distribution and/or service/repair of the Equipment, Buyer shall immediately advise Vision Research.

C. Buyer further warrants that it shall not violate or cause Vision Research to violate the U.S. Antiboycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of services hereunder and that Buyer shall not request or require Vision Research to make any statements or certifications against countries that are not subject to boycott by the U.S.