

# Terms and Services (Europe)

These Terms and Conditions apply to the sale of those goods (the "Goods") listed on the attached CP Technologies Quote or Invoice, as applicable issued to the purchaser named thereon (the "Purchaser").

**PRICES:** All prices quoted include cash discount and are exclusive of taxes and freight charges. Purchaser shall furnish to CP Technologies an appropriate Tax-Exemption certificate, if applicable. Prices shown on the face of this Order shall remain firm through the completion of the Order unless otherwise indicated on the face of the Order or written agreement. Contractor shall pay all taxes and other governmental charges due in any country, including but not limited to social premiums and wage taxes related to persons used by Contractor in performing its activities under the Order.

**TERMS OF PAYMENT:** All Goods are payable COD immediately upon receipt, unless otherwise arranged. Finance charges of 1.5% per month (not to exceed maximum allowed by law) shall be applied on balances over 15 days past due and then monthly thereafter. Handling charges will be assessed for returned checks. In the event of Purchaser's default on payment for all or any part of the Goods, Purchaser shall be responsible for all reasonable costs and expenses incurred by CP Technologies in collection of any sums owed by Purchaser. Such reasonable costs and expenses of CP Technologies shall include, but are not be limited to, reasonable attorney's fees, plus any other costs of such action. CP Technologies shall not be obligated to make any further deliveries to Purchaser until all delinquent payments have been brought up to date.

**DELIVERY:** Shipment of all products shall be FOB CP Technologies or such other shipment location as designated by CP Technologies. In the event of carrier's damage, loss, or misdelivery of the Goods, it shall be the responsibility of the Purchaser to deal with the carrier. In the absence of specific shipping instructions, CP Technologies will select the method and carrier it deems best. Delivery schedules are approximate only. CP Technologies will make every reasonable effort to deliver on time; however, CP Technologies shall not be liable for late or lost shipments.

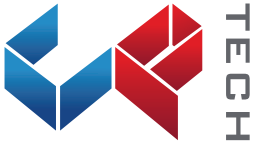
**TITLE:** Title and risk of loss or damage to the Goods shall pass to Purchaser upon delivery to carrier or Purchaser or Purchaser's Agent at FOB point. The above notwithstanding, Purchaser agrees that CP Technologies shall retain a purchase money security interest in all products sold by CP Technologies to Purchaser, and to all products now or hereafter acquired by Purchaser ("the collateral") and to any proceeds from the disposition of said products until the purchase price and other charges due CP Technologies have been paid in full. Upon any default by Purchaser hereunder, CP Technologies shall have all rights and remedies of a secured party under the Uniform Commercial Code, which rights shall be cumulative.

**PURCHASE ORDERS/CREDIT CARDS:** CP Technologies will acknowledge the receipt of an order in writing if the request is included in the Purchase Order at the time the order was placed. Prices quoted are applicable only to those quantities shown. Orders for other than quoted quantities "or conditions of purchase" may be subject to price changes and should be confirmed with CP Technologies prior to placing an order. Quotes are valid for 30 days. Orders shall be deemed accepted by CP Technologies when credit card billing information is provided by Purchaser.

**CHANGES AND CANCELLATIONS:** Orders accepted by CP Technologies are not subject to change or cancellation by Purchaser except with CP Technologies' written consent. Any change or cancellation may be subject to payment of an appropriate charge to cover the cost or loss incurred by CP Technologies which, unless otherwise agreed to in writing, shall be not less that (15%) of the price of the goods subject to change and not less than 50% of the price of the goods subject to cancellation.

**ACCEPTANCE OF GOODS/RETURNS:** Any Goods not rejected by Purchaser for failure to conform to the applicable invoice, within 30 days of shipment, shall be deemed accepted by Purchaser. Returns for refund must be made within 30 days of shipment in order to return an item based on rejection or breach of warranty, Purchaser must first provide to CP Technologies for its approval: 1) CP Technologies' invoice number and date, 2) Product model and serial number, and 3) a detailed description of the basis for such rejection or warranty breach. Any Goods returned to CP Technologies must be complete and in original condition (including all original documentation, manuals, parts, diskettes, packaging, cables, etc.) and Purchaser shall bear all costs of shipment.

**LIMITED WARRANTY:** CP Technologies warrants with respect to the Goods that any chassis or integrated system will be substantially free from defects in material and workmanship for FIVE years from the CP Technologies invoice date and that any LCD's and accessories will be substantially free from defects in materials and workmanship for THREE years from the CP Technologies invoice date. All items not manufactured by CP Technologies are subject to the original manufacturer warranty or 1 year, whichever is greater, unless expressly stated in writing by CP Technologies. New system warranties do not cover any software. Opened or installed software is not returnable. This limited warranty is extended only to Purchasers who purchase new products from CP Technologies. Purchaser acknowledges and agrees that CP Technologies exclusive liability and Purchaser's exclusive remedy for any breach of warranty shall be, at CP Technologies' sole option, to repair or replace the product. This warranty does not cover damage to any component caused by power surge or power spike due to improperly connected equipment, or Purchaser's misuse of software. If a component fails during the warranty period and the component is no longer available from CP Technologies, a substitute component of substantially similar functionality and performance will be provided. Purchaser also has the option to upgrade and pay the cost difference between the failed component and the upgraded component. This limited warranty does not apply if: (a) the Goods are damaged by accident, improper installation, misuse, lightning, fire, water, electrical surges or other acts of nature, (b) the Goods are altered or repaired by anyone other than CP Technologies authorized warranty stations, or (c) the serial number is removed or tampered with. This warranty does not cover broken or marred cabinets, cases or covers. CP Technologies makes no warranty other than the one set forth herein. Acceptance of this product constitutes acceptance of the stated warranty policy terms and conditions.



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**REPAIR SERVICES:** All repair services for Goods under warranty will be performed in CP Technologies' office. It is the Purchaser's sole responsibility to return the serviceable item to CP Technologies' office, at Purchaser's expense. CP Technologies will return the repaired goods at CP Technologies expense with the exception of shipments outside the United States and Canada. In the event the customer is shipping outside the United States or Canada, the customer is responsible for the cost to ship to a US port of entry. CP Technologies will assume the cost of the return to a customer designated shipper within the United States.

**DISCLAIMER OF WARRANTY.** THE WARRANTIES SET FORTH ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, THAT ARE MADE BY CP Technologies IN CONNECTION WITH THE GOODS OR OTHERWISE UNDER THIS AGREEMENT, AND CP Technologies SPECIFICALLY DISCLAIMS, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, ALL STATUTORY OR OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, TITLE, FITNESS FOR PARTICULAR PURPOSE, NON-INFRINGEMENT, MERCHANTABILITY OR ANY IMPLIED WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

**LIMITATION OF LIABILITY:** IN NO EVENT SHALL CP Technologies BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATORY PROFIT, OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR CONNECTED WITH THE SALE, USE OR OPERATION OF GOODS SOLD (WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON WARRANTY), EVEN IF CP Technologies HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CP Technologies' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY PURCHASER FOR THE GOODS GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**INDEMNITY:** Purchaser agrees to defend, indemnify and hold CP Technologies and its officers, directors and employees harmless from and against any and all claims, losses, damages, expenses or liabilities (including reasonable attorneys' fees and costs) that may result from or arise out of Purchaser's use, sale or other distribution of the Goods (including but not limited to as a result of any specifications provided by Customer to CP Technologies), except to the extent such damages are a direct result of a breach by CP Technologies of its warranties set forth above.

**CUSTOMER SUPPLIED COMPONENTS:** Should Purchaser provide to CP Technologies any Purchaser components for incorporation into or as references for the Goods, CP Technologies agrees that it shall use the same level of care in protecting such components in its possession as CP Technologies uses with its own components, but in no event shall CP Technologies be liable to Purchaser for any damage or theft to such components (whether due to fire, accidental breakage, or any other causes), unless such damage or loss is intentionally caused by CP Technologies.

**EXPORT CONTROL AND GOVERNMENT APPROVALS:** The Customer acknowledges and agrees with CP Technologies that the Customer will not import, export, reexport, divert, transfer, or disclose, directly or indirectly, CP Technologies Products or Technical Data without complying strictly with the export control laws and all legal requirements in the relevant jurisdictions, including, without limitation, obtaining the prior approval of the U.S. Department of Commerce or the U.S. Department of State, as applicable. The Customer further acknowledges and agrees that this includes ensuring that the ultimate end user or any other supplier or subcontractor is not listed in any of the U.S. Government's restricted party lists or that the end use of the CP Technologies Product or Technical Data is not used in the proliferation of weapons of mass destruction, nuclear applications, missile technology, chemical and biological weapons. The Customer further acknowledges and agrees to indemnify CP Technologies against, and hold it harmless from, any cost, loss, damage, or liability (including reasonable attorney's fees) arising from or related to the failure of the Customer to comply with its obligations with these terms.

**FORCE MAJEURE:** If the performance of this Agreement or any obligation hereunder (other than the payment of money) is prevented, restricted or interfered with by any act of God, strike or other labor dispute, riot, act of war, governmental regulation imposed after the fact, communication line failure, power failure, supplier delay or failure, fire, or other disaster or action outside of the party's control, the party so affected will be excused from such performance to the extent of such prevention, restriction or interference.

**LAW.** All orders shall be governed and interpreted in accordance with the laws of the country of registration of Purchaser as buyer without reference to that jurisdiction's conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded. Any dispute involving an Order shall be exclusively submitted to the competent court of the principal place of business of Purchaser.

**COMPLIANCE WITH LAWS.** Contractor shall comply fully with all applicable laws and (local) regulations including custom handling of delivery of Materials in line with the agreed Incoterms and including health and safety instructions and shall comply with all governmental requirements and – if applicable – has all necessary permits or any other needed authorization to perform its obligations out of the Order. Without limiting the generality of the foregoing, Contractor shall mark the Materials and/or their packaging with their country of origin, shall comply with all applicable laws and regulations with respect to the country of origin of the Materials, and shall not supply Materials originating from countries where that would violate sanctions imposed by the United States or any other country having jurisdiction over the transaction.

**GENERAL:** These terms and conditions shall constitute the final, complete and exclusive agreement of the parties with respect to all sales by CP Technologies to Purchaser and supersedes all prior offers, negotiations, understanding and agreements. Unless Purchaser and CP Technologies have executed a master contract which specifically supersedes and replaces the terms and conditions herein, CP Technologies specifically rejects any other different or additional terms and conditions of sale, whether on Purchaser's purchase order or on any other documents referencing the Goods, unless CP Technologies has agreed to such different or additional terms in a writing signed by an executive of CP Technologies.