

CEIA USA, LTD.
TERMS AND CONDITIONS OF SALE

ENTIRE AGREEMENT: The terms and conditions hereof, together with the provisions on the face hereof with respect to description, quantity and price of goods ordered and delivery terms, shall constitute the entire agreement between the undersigned ("Purchaser") and CEIA USA, LTD. ("Seller"), and any representations, and course of prior dealings, promise or condition in connection herewith or usage of the trade not incorporated herein, shall not be binding on Seller. No waiver, alteration or modification of any of the provisions hereof shall be binding, unless in writing and signed by a specifically authorized representative of Seller. ANY ATTEMPTED ACKNOWLEDGEMENT OF THIS SALE BY A PURCHASE ORDER OR OTHER DOCUMENT CONTAINING TERMS AND CONDITIONS INCONSISTENT WITH OR IN ADDITION TO THE CONDITIONS CONTAINED HEREIN SHALL NOT BE BINDING UPON SELLER AND SELLER HEREBY EXPRESSLY OBJECTS TO AND REJECTS THE SAME. UNLESS OTHERWISE AGREED BY THE PARTIES, SELLER'S ACCEPTANCE OF PURCHASER'S ORDER REQUEST IS EXPRESSLY MADE CONDITIONAL ON PURCHASER'S AGREEMENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

PRICE: All prices for goods to be delivered more than 30 days from the date of the acknowledgment on the face hereof shall be subject to change upon cost changes incurred by Seller. Prices quoted are based upon production quantity; if order quantity, release quantity or release schedules change, the price for goods is subject to adjustment by Seller. All costs specified herein as borne by Purchaser shall be in addition to the quoted price. All bills shall be dated the date of shipment. Upon approved credit, payment shall be due on all sales of goods net 30 days. Otherwise, Seller reserves the right at any time to require full or partial payment in advance. A late charge of 1-1/2% per month will be charged on the unpaid balance of overdue invoices. If shipments are delayed by Purchaser, payments shall become due from the date when Seller is prepared to make shipment. Goods held for Purchaser shall be at the risk and expense of Purchaser. Unless otherwise indicated, installation and training charges shall be invoiced separately.

SHIPMENT, PLACE OF DELIVERY AND RETENTION OF TITLE: Goods covered by this contract are sold Ex Works (as that term is defined and used in Incoterms 2000, as agreed from time to time) Twinsburg, Ohio (unless otherwise indicated), and Seller's placement of such goods in the possession of a trucking company or other common carrier shall constitute delivery to Purchaser and risks of loss or damage in transit shall be borne by Purchaser; provided, however, all goods delivered shall remain the property of Seller until such time as all claims, including any balances, which Seller may have against Purchaser for any reason whatsoever have been satisfied. If such retention of title would be void under the laws enforced at the place where the goods are located, Seller reserves and Purchaser grants to Seller a security interest in all goods sold and all proceeds thereof to secure the full payment and performance by Purchaser of its liabilities and obligations to Seller. If any action on the part of Purchaser is required to effect such security interest, Purchaser shall be obligated to take all measures necessary to effect and preserve the same. Freight charges shall be pre-paid by Seller and added to Purchaser's invoice. Excess shipping and/or transportation charges resulting from compliance with Purchaser's request with respect to the use of any agency or method of transportation or any routing other than that which would otherwise have been designated by Seller shall be paid by Purchaser.

DEFAULT OR DELAYS: Processing and shipment of orders are subject to strikes, fires, floods, accidents, riots or other factors beyond Seller's reasonable control. Seller shall not be liable for any loss or delay resulting from these factors beyond Seller's reasonable control.

PURCHASER'S DUTY TO INSPECT AND NOTIFY SELLER OF DEFECTS: Purchaser shall fully inspect the goods upon receipt. Within ten days after Purchaser's receipt of the goods, Purchaser shall give written notice to Seller of any claim that the goods are defective in any manner, where such defect is ascertainable upon adequate inspection. In such written notice, Purchaser shall specify in detail the basis for all claims against Seller. The costs and expense of such inspection shall be borne solely and exclusively by Purchaser. If Purchaser fails either to inspect the goods or to send Seller written notice of all claims within ten days after receipt, Purchaser shall be conclusively deemed to have waived any claims against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods.

WARRANTY AND LIMITATION OF LIABILITY: Seller warrants that, for a period of two years from the date of shipment, all of the goods delivered will be of the kind designated or specified (normal wear and tear excepted). Batteries of any kind, including rechargeable batteries are excluded from this warranty. Seller shall be promptly notified of any failure to meet this warranty. The conditions of any test designed to resolve any alleged breach of warranty shall be mutually agreed upon, and Seller shall be notified of and may be represented

in all such tests that may be made. Seller's obligation to Purchaser with respect to any goods found to be defective shall be limited to (at Seller's sole option) replacing or repairing such goods at Seller's facility (labor charges not included) or such other point as Seller may designate, provided that written notice of such defect is received by Seller from Purchaser within two years from the date of shipment by Seller. Any claim not made within such two year period shall be conclusively deemed waived by Purchaser; provided, however, notwithstanding the notice requirement contained in the preceding sentence, if Purchaser failed to inspect the goods or to send Seller written notice of all claims within ten days of receipt of goods, as set forth in the preceding subsection, Purchaser shall be conclusively deemed to have waived any claim against Seller based upon, arising out of, or related to any defect that was ascertainable upon adequate inspection of the goods. No goods are to be returned to Seller without its written authorization. There will be a ten percent (10%) restocking fee in addition to any shipping costs incurred as well as Seller's technician's expense and repair costs, if applicable, for any returned product. If warranty service is required at Purchaser's location, labor and travel charges shall apply. Seller shall not be liable for any expense incurred by Purchaser in order to remedy any defect in its goods. Title to all goods that have been replaced shall thereafter vest in Seller, where Purchaser had previously acquired title pursuant to the provisions hereof. If goods furnished to Purchaser's specifications are used or combined by Purchaser with other products or items not furnished herein, Purchaser shall indemnify and hold harmless Seller from all claims resulting from the use or incorporation of such goods in Purchaser's product.

IT IS EXPRESSLY AGREED THAT THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND LIABILITIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE AND ANY LIABILITY FOR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE GOODS SOLD HEREUNDER. THE FOREGOING STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND SELLER'S SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF GOODS HEREUNDER, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. SELLER WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR CONTINGENT DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY FROM ANY DEFECT IN ITS GOODS OR FROM THE USE OF ANY DEFECTIVE GOODS, NOR IS ANY OTHER PERSON AUTHORIZED TO ASSUME FOR SELLER ANY SUCH LIABILITY. SELLER'S LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF THE SUPPLY OR USE OF ITS GOODS SHALL IN NO EVENT EXCEED THE PRICE CHARGED FOR THE GOODS. THIS WARRANTY SHALL EXTEND TO THE FIRST PURCHASER OF SUCH GOODS FROM SELLER AND SHALL NOT BE ASSIGNED OR TRANSFERRED..

EXPORT AND IMPORT CONTROLS: Purchaser acknowledges and agrees that the ultimate destination of the goods is in the United States, unless otherwise agreed to in writing. Purchaser shall not authorize or permit its employees, distributors, customers, brokers, freight forwarders, and/or agents to export or re-export any of the goods to any foreign person without complying with applicable import and export laws and regulations of Purchaser's country and of the United States, including the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR). Purchaser agrees to obtain and properly utilize U.S. Government export authorization prior to exporting or re-exporting the goods, either in their original form or after being incorporated into other end-items.

CLAIMS: Claims for error in weight or shortage of goods must be presented within ten days from the date of receipt of the goods and must state the shipping slip number and claim of shipment. Any claim for error in weight or shortage of goods not presented in accordance with this subsection will be conclusively deemed waived by Purchaser.

CORRECTIONS: Typographical or clerical errors contained in this contract, including prices, are subject to correction by Seller.

TAXES: Prices specified do not include sales, excise or other taxes arising out of or relating to this order or the goods delivered except as otherwise specifically stated on the face hereof. All such taxes are the responsibility of Purchaser; if Purchaser claims it is exempt from tax, it shall provide Seller with a tax exemption certificate acceptable to the taxing authorities.

MISCELLANEOUS: These Terms and Conditions of Sale shall be construed under and governed by the laws of the State of Ohio without regard to the rules regarding conflict of laws. If any provision is held to be illegal, invalid or unenforceable, the remaining provisions shall not in any way be affected or impaired thereby. A waiver by Seller of any terms and conditions herein shall not be deemed to be a continuing waiver but shall apply solely to the instance of the waiver.