

GENERAL TERMS FOR THE SALE OF GOODS

1. The supply and sale of goods by Datalogic ADC ("Datalogic") is subject to the following standard terms and conditions unless expressly modified in writing by Datalogic and the Buyer (collectively the "Parties"). The final and entire agreement pertaining to the sale of goods to Buyer by Datalogic is set forth herein; any prior understandings, agreements, and representations, oral or written, shall be deemed superseded and merged in this contract. Any typographical, clerical, or other errors or omissions in any sales literature, catalogues, quotations, price lists, offers, invoices, manuals, or any other document issued by Datalogic shall be corrected without any liability to Datalogic. Agents and salespersons of Datalogic have no authority to make any representations not included herein. Datalogic hereby rejects any different or additional terms previously or hereafter proposed by the Buyer, none of which shall be effective unless embodied in a writing signed by an authorized employee of Datalogic.

2. Price

The goods and other items or services covered by these term and conditions shall be sold and invoiced at Datalogic's prices and charges in effect at the time of each shipment of goods. Datalogic reserves the right to change, without notice, the published list prices referenced on any purchase order or the face of this contract. Prices do not include sales, excise, use, or other taxes now in effect or hereafter levied by reason of this transaction. The Buyer shall pay all such taxes.

3. Payment Terms

- i. Payment terms are net thirty (30) days from the date of invoice. All payments must be made without set-off, counterclaim, withholding or other deduction. Datalogic reserves the right to require alternative payment terms, including, without limitation Sight Draft, Letter of Credit, or Payment in Advance. If shipments are delayed by the Buyer, payment shall be made based on the contract price and percentage of completion. Buyer shall be liable for the price of all products substantially conforming to the contract, notwithstanding that the Buyer may not have accepted, or may have revoked acceptance of those products.
- ii. If payment is not received by the due date, a service charge will be added at the rate of 1.5% per month (18% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof.
- iii. Remittances will be received by a bank simply as clearing agency. The receiving bank has no authority to determine whether the amount remitted constitutes payment in full. Remittances marked to indicate payment in full will be deposited by the bank notwithstanding such markings and such deposit shall not indicate Datalogic's acceptance of the remittance as payment in full unless the remittance actually constitutes payment of all sums owed.

4. Credit

Datalogic may, at any time, and in its sole discretion, limit or cancel Buyer's credit as to time and amount and as a consequence may (1) demand payment in cash



before delivery of any unfilled portion of this contract; and (2) demand assurance of Buyer's due performance. Upon making such demand, Datalogic may suspend production, shipment, and/or deliveries, If, within the period stated in such demand, but in no event longer than 30 (thirty) days, the Buyer fails to agree and comply with such different payment terms, and/or fails to give adequate assurance of due performance, Datalogic may (a) by notice to Buyer, treat such failure or refusal as a repudiation by the Buyer of the portion of the contract not then fully performed, whereupon Datalogic may cancel all further deliveries and any amounts unpaid hereunder shall immediately become due and payable; or (b) make shipments under reservation of a security interest and demand payment against tender of documents of title. If Datalogic retains a collection agency and/or attorney to collect overdue amounts, all collection costs, including attorney's fees, shall be payable by the Buyer. Buyer hereby represents to Datalogic that the Buyer is now solvent and agrees that each acceptance of delivery of the goods sold hereunder shall constitute reaffirmation of this representation at such time.

5. Several Shipments

Datalogic may make delivery in installments and may render a separate invoice for each installment, which shall be paid when due, without regard to subsequent deliveries. Each installment shall be deemed a separate sale. Delay in delivery of any installment shall not relieve the Buyer of its obligation to accept delivery of remaining installments. Any delivery not in dispute shall be paid for on its due date, as provided in this contract, without offset defense or counterclaim and regardless of controversies relating to other deliveries or undelivered products.

6. Transportation, Title, Risk of Loss, Insurance

Shipment shall be Ex Works (EXW) place of shipment. Title to each shipment of the goods sold hereunder and risk of loss thereon shall pass to the Buyer when Datalogic or its agent delivers such shipment to a common carrier or licensed trucker consigned to the Buyer, or his agent, but such shipment shall remain subject to Datalogic's rights of stoppage in transit and of reclamation. If a strike, embargo, governmental action, or any other cause beyond Datalogic's control prevents shipment or delivery to Buyer or his agent, or if shipping instructions for any shipment are not received before shipment date, or if payment is to be made on or before delivery, title and risk of loss shall pass to Buyer as soon as the shipment has been set aside by Datalogic and invoiced to Buyer (subject to Datalogic's rights as an unpaid Datalogic) and payment shall be made in accordance with invoice as though the goods had been shipped and accepted by Buyer and Datalogic shall be under no duty to carry insurance thereafter.

7. Consigned Goods

Buyer acknowledges that certain goods provided by Datalogic may be supplied on a consignment basis. In the event any goods are designated on the face of this form as consigned goods, then Buyer agrees to execute all documents provided by Datalogic necessary to effectuate the consignor-consignee relationship and, in addition to any terms and conditions of consignment, specifically agrees that Datalogic shall retain title to all consigned goods until such time as Buyer sells such goods to its Buyers, at which time title shall pass directly from Datalogic to the respective Buyers. Buyer



shall keep a current and accurate inventory and record of all consigned goods and shall permit Datalogic or Datalogic's representative to inspect said records and said goods at any reasonable time upon demand.

8. Acceptance

- i. Buyer or Buyer's agent may inspect the goods at the place of manufacture. Buyer shall accept any tender of the goods by Datalogic which substantially conform to the description of the goods set forth herein.
- ii. Buyer shall be deemed to have accepted any product and Buyer's right to cancel, reject, or claim any damages for breach of warranty or breach of Datalogic's obligation under this contract shall cease, unless Buyer gives Datalogic notice in writing of Datalogic's breach: (a) in the case of defects discoverable through inspection, 14 (fourteen) days after arrival of the shipment or (b) in the case of defects not discoverable through inspection, 30 (thirty) days after invoice date.
- iii. In the case of nonconforming goods, Buyer shall immediately notify Datalogic whether Buyer will continue to accept similarly nonconforming goods. Acceptance of any nonconforming goods shall constitute a waiver by Buyer of specification requirements for said goods.
- iv. In any event, when the product shall have been altered from its original state, Buyer shall be deemed to have accepted the product. Buyer's acceptance of goods tendered under this contract shall be final and irrevocable.

Datalogic will use every reasonable effort to effect shipment on or before the date indicated. Datalogic shall not be liable, directly or indirectly, for any delay or failure in performance or delivery or inability to perform or delivery where such delay, failure, or inability arises or results from any cause beyond Datalogic's control or beyond the control of Datalogic's suppliers or contractors, including, but not limited to, strike, boycott, or other labor disputes, embargo, governmental regulation, inability or delay in obtaining materials. In no event shall Datalogic, in the event of delays, or otherwise, be liable to the Buyer or any third parties for any consequential, special, or contingent damages. In the event of any such delay or failure in performance, Datalogic shall have such additional time within which to perform its obligations hereunder as may reasonably be necessary under the circumstances; and Datalogic shall also have the right, to the extent necessary in Datalogic's reasonable judgment, to apportion fairly among its various Buyers in such manner as Datalogic may consider equitable, the goods then available for delivery. If, as a result of any such contingency, Datalogic is unable to perform this contract in whole or in part, then to the extent that it is unable to perform, the contract shall be deemed terminated without liability to either party but shall remain in effect as to the unaffected portion of the contract, if any.

9. Warranty Coverage

Datalogic warrants that the goods delivered under these General Terms for the Sale of Goods shall be free from defects in materials and workmanship under normal and proper use during the Warranty Period (as defined below). Datalogic's liability under this warranty is limited to furnishing the labor and parts necessary to remedy any



defect covered by this warranty and restore the product to its normal operating condition. Repair or replacement of product during the warranty does not extend the original warranty term. Products are sold on the basis of specifications applicable at the time of manufacture and Datalogic has no obligation to modify or update products once sold. The warranty period shall extend from the date of shipment from Datalogic for the duration published by Datalogic for the product at the time of purchase ("Warranty Period").

If, during the Warranty Period, Datalogic determines that a product has defects in material or workmanship, Datalogic shall, at its sole option repair or replace the product without additional charge for parts and labor, or give a credit for the defective products duly returned to Datalogic. To perform repairs, Datalogic may use new or reconditioned parts, components, subassemblies or products that have been tested as meeting applicable specifications for equivalent new material and products. Buyer will allow Datalogic to scrap all parts removed from the repaired product. Datalogic warrants repaired hardware devices only, against defects in workmanship and materials on the repaired assembly for a 90 day period starting from the date of shipment of the repaired product from Datalogic or until the expiration of the original Warranty Period, whichever is longer. Datalogic does not guarantee, and it is not responsible for, the maintenance of, damage to, or loss of configurations, data, and applications on the repaired units and at its sole discretion can return the units in the "factory default" configuration or with any software or firmware update available at the time of the repair (may be newer than the firmware or software installed during the manufacture of the product). Buyer accepts responsibility to maintain a backup copy of its software and data.

10. Warranty Exclusions

The Datalogic Warranty shall not apply to:

- (i) any product which has been damaged, modified, altered, repaired or upgraded by other than Datalogic service personnel or its authorized representatives;
- (ii) defects or damages caused by any third parties' tort committed against the Buyer.
- (iii) any claimed defect, failure or damage which Datalogic determines was caused by faulty operations, improper use, abuse, misuse, wear and tear, negligence, improper storage or use of parts or accessories not approved or supplied by Datalogic;
- (iv) any claimed defect or damage caused by the use of product with any other instrument, equipment or apparatus;
- (v) any claimed defect or damage caused by the failure to provide proper maintenance, including but not limited to cleaning the upper window in accordance with product manual or the replacement of upper window/cartridge due to scratching, stain or other degradation;
- (vi) any defect or damage caused by natural or man-made disaster such as but not limited to fire, water damage, floods, other natural disasters, vandalism or



abusive events that would cause internal and external component damage or destruction of the whole unit, consumable items;

- (vii) any damage or malfunctioning caused by non-restoring action as for example firmware or software upgrades, software or hardware reconfigurations etc.;
- (viii) any consumable or equivalent (e.g. cables, power supply, batteries, etc.).

Consumable items, such as batteries and cables, carry a 90 day warranty from time of purchase for DOA (dead on arrival) defects alone.

Datalogic specifically excludes all express warranties and makes no implied warranty that the products sold under this agreement are merchantable or are fit for any particular purpose, except such warranties expressly identified as warranties as are set forth in Datalogic's current operating manual, catalog, or written guarantee covering such product.

No affirmation of fact or promise made by Datalogic, whether in this contract or communicated otherwise, shall constitute a warranty that the goods will conform to the affirmation or promise.

11. Warranty Claim Process

In order to obtain service under this Warranty, Buyer must notify Datalogic (which notice shall be in writing sent by registered courier or mail) of the claimed defect before the expiration of the Warranty Period and obtain from Datalogic a return authorization number for return of the product to designated Datalogic service center. Buyer shall offer Datalogic the opportunity to investigate the claim and to inspect the allegedly defective products. Failure to offer Datalogic such opportunity shall constitute acceptance by Buyer and waiver of all claims for defects. The products must always be returned within ten (10) days from the date of authorization issued by Datalogic. If Datalogic determines Buyer's claim is valid, Datalogic will repair or replace product without additional charge for parts and labor. Buyer shall be responsible for packaging and shipping the product to the designated Datalogic service center, with shipping charges prepaid. Datalogic shall pay for the return of the product to Buyer if the shipment is to a location within the country in which the Datalogic service center is located. Buyer shall be responsible for paying all shipping charges, duties, taxes, and any other charges for products returned to any other locations.

DATALOGIC'S WARRANTY, AS DESCRIBED HEREIN, IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. DATALOGIC SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY BUYER ARISING FROM DELAYS IN THE REPLACEMENT OR REPAIR OF PRODUCTS UNDER THE ABOVE. THE REMEDY SET FORTH IN THIS WARRANTY STATEMENT IS THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR WARRANTY CLAIMS. UNDER NO CIRCUMSTANCES WILL DATALOGIC BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOST PROFITS, OR ANY INCIDENTAL, CONSEQUENTIAL INDIRECT, SPECIAL OR CONTINGENT DAMAGES REGARDLESS OF



WHETHER DATALOGIC HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. DATALOGIC'S LIABILITY FOR DAMAGES ON ACCOUNT OF A CLAIMED DEFECT IN ANY PRODUCT DELIVERED BY DATALOGIC SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT ON WHICH THE CLAIM IS BASED. DATALOGIC SHALL NOT BE LIABLE FOR DAMAGES RELATING TO ANY INSTRUMENT, EQUIPMENT, OR APPARATUS WITH WHICH THE PRODUCT SOLD UNDER THIS AGREEMENT IS USED.

12. Out of Warranty Services

For products no longer covered by warranty services, Datalogic may offer billable repair services on products, provided such products are serviceable. Buyer acknowledges and accepts that for some older products the repair may exceed the costs of manufacturing a new product and Datalogic may decline to perform repair services. Upon Buyer's request for out of warranty services, Datalogic will evaluate the request of repair and shall provide, to the extent applicable and feasible according to the above, a cost-estimate for repairs, which will be on a time and materials basis.

13. Remedies

If Buyer fails, with or without cause, to furnish Datalogic with specifications and/or instructions for, or refuses to accept deliveries of, any of the products sold under this contract, or is otherwise in default under or in repudiation of this contract or any other contract with Datalogic or fails to pay when due any invoice under this contract, then in addition to any and all remedies allowed by law, Datalogic without notice may (1) bill and declare due and payable all undelivered products under this or any other contract between Datalogic and the Buyer; and/or (2) defer shipment under this or any other contract between the Buyer and Datalogic until such default, breach, or repudiation is removed; and/or (3) may cancel any undelivered portion of this and/or any other contract in whole or in part (with Buyer remaining liable for damages).

14. Risk of Loss

Buyer shall bear risk of loss or damage for product in transit to Datalogic. Datalogic shall assume risk of loss or damage for product in Datalogic's possession. In the absence of specific written instructions for the return of product to Buyer, Datalogic will select the carrier, but Datalogic shall not thereby assume any liability in connection with the return shipment.

15. Packing

All products shall be suitably packed for air shipment unless otherwise requested by Buyer and agreed to in writing by Datalogic.

16. No Assignment

This contract and Buyer's rights thereunder may not be assigned by the Buyer except with the prior written approval of Datalogic. Any assignment or transfer made in violation of the foregoing shall be void.



17. Waiver

Waiver by Datalogic of any provision of this contract or of a breach by Buyer of any provision of this contract shall not be deemed a waiver of future compliance with this contract, and such provision, as well as all other provisions of this contract, shall remain in full force and effect.

18. Fair Labor Standards Act compliance

Datalogic represents that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof.

19. WEEE Compliance

Most Electrical and Electronic Equipment (EEE) sold or otherwise provided by Datalogic will fall within Category 3 of the List of EEE Categories published in the Directive 2002/96/EC of the European Parliament and the Council on waste electrical and electronic equipment (WEEE). If the Buyer, as a purchaser, owner, or holder of Datalogic EEE products, imports such goods into the European Community or in any other way acts in a manner that would result in being deemed a "producer" of the goods within the meaning of the WEEE legislation of the European Community country into which the goods are being imported then, with respect to the Datalogic EEE products, the Buyer agrees to comply with the WEEE legislation as enacted in that country of importation. Datalogic is responsible for financing the end of life waste management costs of the items listed on this document marked "WEEE - Datalogic Responsible." This responsibility is subject to the returned product being made available for collection within the UK, France, Italy, Germany, Spain, Netherlands, Slovakia, or Ireland, and compliance with the Datalogic terms and conditions for return of EEE products no longer in use. Full return instructions and details of the Datalogic terms and conditions for the return of EEE products no longer in use can be obtained from the Datalogic website www.datalogic.com.

20. Handling of Confidential Information

Buyer shall refrain from reproducing all or portions of the samples and goods it has purchased or seen, and from transmitting data to third parties permitting the total or partial reproduction of these samples or goods.

Buyer shall not disclose any confidential information obtained from Datalogic, regarding Datalogic or Datalogic's goods or business. Should the Buyer disclose any such information, Datalogic shall be entitled to terminate immediately the relevant contract and to obtain a sum equal to the value of Buyer's total purchases from the preceding year.

All drawings, designs, patterns, documents, elements, models, software samples, technical information, advertising materials, and similar items given to the Buyer remain Datalogic's property and must be destroyed or returned on request. Buyer undertakes not to copy, reproduce, disclose to third parties by any means the foregoing materials and shall make its best efforts to keep them strictly confidential.



Failure to comply with the foregoing provision shall entitle Datalogic to immediately terminate the relevant contract and to immediately suspend any order in course, even though related to separate contracts, and to claim damages.

21. Governing Law

These General Terms for the Sale of Goods shall be governed by and construed in accordance with Oregon law. Unless Parties expressly agree in writing upon an arbitration clause, Parties agree to submit all disputes arising out of or in connection with the contracts herein to the exclusive jurisdiction of the competent Court of the place where Datalogic has its registered office.

Parties expressly disclaim the application of the United Nations Convention for the International Sale of Goods.

22. Indemnification

If an infringement claim is made against the Buyer alleging that a product furnished under these General Terms for the Sale of Goods infringes a patent or copyright of the United States, Datalogic may, at its option and expense, (1) replace or modify the product so that it becomes noninfringing; or (2) procure for Buyer the right to continue using the product; or (3) require the return of the product and refund to Buyer the including price paid less a reasonable allowance for use.

Buyer must: (1) notify Datalogic promptly in writing of the action and (2) provide Datalogic all reasonable information and assistance to settle or defend the action. If Buyer furnishes specifications to Datalogic, Buyer agrees to hold Datalogic harmless against any claim that arises out of compliance with the specifications. Any description of the goods contained in this contract is for the sole purpose of identifying the goods, is not part of the basis of the bargain, and does not constitute a warranty that the goods shall conform to that description. Any sample or model used in connection with this contract is for illustrative purposes only, is not part of the basis of the bargain, and is not to be construed as a warranty that the goods will conform to the sample or model.

Notwithstanding the foregoing, Buyer shall indemnify and hold Datalogic harmless from any claim, loss, damage, suit, liability, fees or expenses (reasonable attorney's fees) which may be suffered by Datalogic on account of: (1) the use of components or goods not supplied by Datalogic; (2) the modified goods which become infringing as a consequence of the modification; (3) the use of the goods in infringing combinations or systems or apparatuses; (4) the use of the goods in infringing processes; and (5) the use of the goods in association with third parties trademarks or distinctive signs.

23. General provisions

- i. Parties are responsible for all their own legal, accountancy or other costs and expenses incurred in the performance of their obligations arising from these General Terms for the Sale of Goods.



- ii. The invalidity of any one of the provisions contained in the present General Terms for the Sale of Goods, or the invalidity of any provision contained in any other contractual document intended to regulate the relationships between Parties, shall not undermine the validity of any of the other conditions contained herein.

