

TERMS AND CONDITIONS OF SALE

1. Binding Contract. This invoice relates to the purchase and sale of the goods or services identified on the front side hereof (herein referred to as the "Products") or their component part(s) (the "Part(s)") by Vendors Exchange International, Inc. (herein referred to as "VE"). This Invoice will become a binding contract on the terms and subject to the conditions set forth on the front and back of this invoice when Buyer accepts any shipment of the Products. This Invoice is subject to the terms and conditions set forth on the front and back of this invoice and no others unless there is an overriding agreement between the parties signed by the President or Vice President of VE. Any additional or different terms or conditions proposed by the Buyer are hereby rejected.

2. Complete Agreement. The terms and conditions set forth on the front and back of this invoice constitute the final agreement of the parties, are a complete and exclusive statement of the terms of that agreement, and supersede any previous or contemporaneous communications, representations, or agreement, whether oral or written, with respect to the purchase of Products from VE.

3. Price Revision. Unless otherwise expressly stated by VE, prices are subject to change without notice at any time. Prices are F.O.B. VE's plant. Products will be invoiced at the prices in effect at the time of shipment. Unless specifically otherwise set forth, prices do not include the amounts of any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, and Buyer will pay directly or be charged by VE for any such taxes, tariffs or custom duties levied upon the sale, transfer, import, export, or use of the Products sold hereunder.

4. Credit. VE may, at any time, suspend performance of any order or require payment from Buyer in cash prior to shipment, security or other adequate assurances satisfactory to VE, when in VE's sole opinion, the financial condition of the Buyer warrants such action.

5. Shipping and Delays. Unless otherwise specified by VE, all Products are sold F.O.B. VE's plant. Unless otherwise specified by Buyer, means of shipment shall be at the sole discretion of VE, and title in, risk of loss, and the right of possession to such Products shall pass to the Buyer upon VE's delivery to carrier at point of shipment. Any quoted delivery date is only an estimate. Buyer's sole exclusive remedy for any delay from the estimated delivery date shall be to cancel the order; provided, however, that Buyer shall be obligated to pay for all Products completed and in process prior to VE's receipt of notice of cancellation.

6. Inspection. Payment shall not prejudice claims on account of losses, damages, or shortages in shipment, but no such claim whatsoever will be allowable unless made in writing within 30 days after receipt of the applicable shipment by the Buyer.

7. Limited Warranty and Disclaimer. VE warrants that the Products, including without limitation, their component Part(s), sold will be of the kind and quality described herein and will be free of defects in workmanship or material. This Warranty shall extend for the Warranty Period set forth below following the date of delivery of such Products to Buyer. **VE MAKES NO WARRANTY, EXPRESS, IMPLIED (INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED PURPOSES), OR STATUTORY, OTHER THAN THE FOREGOING EXPRESS WARRANTY.**

PRODUCTS	WARRANTY PERIOD (IF ANY)
A. Parts and Service	
1. All used parts denoted as such in the parts description	NO WARRANTY
2. All other parts	90 DAYS
3. Repair Services	180 DAYS
B. Equipment:	
1. All equipment sold in an "A-1" condition	90 DAYS
2. All equipment sold in an "AS-IS WORKING" condition	30 DAYS
3. All equipment sold in an "AS-IS" condition	NO WARRANTY
4. All equipment sold in a "NEW" condition	1 YEAR

a. Failure of the Buyer to submit any claim hereunder within ten (10) days following expiration of the Warranty Period applicable to such Products shall be an admission by the Buyer and conclusive proof that such articles are in every respect as warranted and shall release VE from any and all claims for damage of loss sustained by the Buyer. In the event the Buyer timely submits a claim for breach of WARRANTY, the parties agree that, at VE's option, the Buyer's sole and exclusive remedies shall be the repair or replacement of the defective Products or Part(s) or a refund of the price of the defective Products or Part(s).

b. The Buyer acknowledges that it alone has determined that the Products purchased hereunder shall suitably meet the requirements of its intended function. It is expressly understood that any technical advice or recommended operating practices furnished by VE with respect to the use of the Products is given without charge, and VE assumes no obligation or liability for the advice or recommended operating practices given, or results obtained, all such advice or recommended operating practices being given and accepted at the Buyer's risk.

c. This Warranty does not apply to (i) electrical components, wiring, circuits and/or mechanical parts or assemblies damaged as a result of operating the Products at other than 115 volts, 60 Hertz current, (ii) Products damaged due to vandalism, fire, flood or other casualty, (iii) Products not maintained in accordance with the manufacturer's or VE's recommendations, and/or (iv) Products not serviced by VE authorized service personnel or which contain replacement parts not furnished by VE or its authorized service personnel.

8. Limitation of Liability. VE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, OR DAMAGE, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING OUT OF THE USE OR THE INABILITY TO USE ANY PRODUCTS SOLD BY VE. The remedies of the Buyer set forth herein are exclusive, and the liability of VE with respect to any contract or sale or anything done in connection therewith, whether in contract, in tort, under any warranty, or otherwise, shall not, except as expressly provided herein, exceed the price of the Products on which such liability is based. Any statements or representations about the Products, other than those contained herein, do not constitute warranties and shall not be relied upon by the Buyer and shall have no force or effect unless contained in a written agreement signed by the President or Vice President of VE.

9. Non-delivery. VE shall be relieved from furnishing the Products if delayed or prevented by any circumstances beyond the control of VE, including, but not limited to, fire, explosion, accident, breakdown of machinery or equipment, acts of God, strikes or other labor disputes, riots or other civil disturbances, delays or defaults of vendors, acts of government (including voluntary or involuntary compliance with any law, order, regulation, recommendation or request of any governmental authority), or any other similar cause beyond its control; provided, however, that if manufacture is suspended or terminated for any of the foregoing reasons, Buyer shall take delivery of and make payment for all such Products completed and in process at the date of suspension or termination of manufacture. VE shall have no obligation to buy in the open market any article to be used in VE's manufacture when the supplier thereof has defaulted in delivery. VE reserves the right at any time to allocate or apportion its available Products among its customers (whether contract or non-contract) and its own internal uses in such manner as it deems fair and equitable, and any Products not delivered as a consequence thereof shall be deducted from the contract quantity.

10. Limitation of Actions. Any action for a breach of contract arising out of VE's acceptance of Buyer's order or Products supplied must be commenced within one (1) year after the cause of action has accrued.

11. Failure to Object; Waiver. Failure of VE to object to any terms which now or in the future appear in any form or other communication of Buyer shall not be construed as a waiver of the provisions set forth herein nor acceptance of any such term. No course of prior dealings between the parties and no custom of trade shall be relevant to supplement, explain or vary any of the terms set forth herein. Waiver by either party or any breach of any of the terms, conditions or provisions set forth herein, or any failure to enforce same, at any time, shall not in any way affect, limit or waive such party's right to thereafter enforce and compel strict compliance to that or any other terms, condition or provision hereof.

12. Assignment. Buyer may not assign its rights or delegate its performance hereunder, in whole or in part, without prior written consent of VE, and at VE's election, any attempted assignment or delegation without such consent shall be null and void.

13. Survival. All Terms and Conditions, as stated herein shall survive any cancellation or termination of this contract and any performance hereunder.

14. Governing Law. The validity, interpretation and performance of this contract shall be governed by and construed according to the laws of the state of Ohio, U.S.A., without regard to its conflict of laws principles and excluding the United Nations Convention for the International Sale of Goods. All disputes arising hereunder shall be resolved in a court of competent jurisdiction in Cuyahoga County, Ohio. Buyer hereby irrevocably consents to the jurisdiction of the State and Federal Courts sitting in Cuyahoga County, and agrees to appear in any action upon written notice thereof sent registered mail to the Buyer's place of business as set forth in the agreement. Should any clause of this agreement be held unenforceable or unlawful, the clause in question shall be modified so as to eliminate the unenforceable element and as so modified shall be binding upon the parties hereto. The remaining clauses and provisions shall not be affected thereby.

15. Headings. The headings of the various paragraphs are inserted only as a matter of convenience and for reference and in no way are intended to define, limit, or describe the scope or intent of the particular paragraph to which they refer.