

grants to Seller a security interest in the Products and authorizes the filing of a financing statement reflecting such security interest. Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Products. Any breach by Buyer of the terms, representations, or warranties of this Agreement or the terms of any invoice for the Products or Services, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Uniform Commercial Code, and as set forth herein. In addition, and notwithstanding the foregoing, if during the period of performance of an order, the financial condition of the Buyer shall adversely change, or if the Buyer shall fail to make any payments when due, Seller may, at its sole option, require full or partial payments in advance before proceeding with the order and charge Buyer a reasonable storage fee. Buyer shall, upon the request of Seller prior to payment in full of the Purchase Price, provide Seller with such financial information as Seller shall reasonably request in order to determine if the Buyer's financial condition has adversely changed.

5. **Taxes and Other Charges.** All taxes, including any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Seller and Buyer ("Taxes") shall be paid by the Buyer in addition to the Purchase Price. The Purchase Price includes only those Taxes separately stated on the Quotation, if any. Buyer is responsible for payment of all Taxes unless the Seller provides a tax exemption certificate that is acceptable to taxing authorities. In the event the Seller is required to pay any Taxes, the Buyer shall indemnify Seller and hold Seller harmless from and against all liability relating to such Tax, including but not limited to any Tax imposed due to failure of an exemption certificate to comply with regulatory requirements.
6. **Warranties.** Buyer understands that Seller is not the manufacturer of the Products purchased by Seller hereunder and, unless otherwise provided in the Quotation, the only warranties offered are those of the manufacturer, not the Seller or its agents. Buyer acknowledges that in purchasing the Products, the Buyer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, or other information that may be provided by Seller or its agents. Except as may otherwise be set forth in the Quotation, used Products and Services are sold "as is", and without any warranties.
7. **Disclaimers of Warranty.** SELLER MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ALL, WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, RELATING TO THE PRODUCTS OR SERVICES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, COMPLIANCE WITH LAW OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. Any suggestions made by the Seller concerning the Product, its use, its performance, its production capabilities, quality requirements and/or suggestions with respect to equipment design, engineering, use or the like, are to be construed as suggestions only and any and all specified intended uses should be confirmed by Buyer's independent testing. The use of any sample in connection with the sale is for illustrative purposes only, and may not be construed as a warranty that the Product will conform to that sample. Buyer acknowledges that none of the Seller's agents, employees, or representatives have any authority to bind Seller to any affirmation, representation or warranty other than those stated in this Agreement. It shall be the sole responsibility of the Buyer to comply with all federal, state and local rules and regulations concerning the installation and use of Products.
8. **Cancellation and Return.** No order may be canceled or altered by Buyer except upon terms and conditions acceptable to Seller as evidenced by written consent signed by duly authorized personnel of Seller. In the event of an approved cancellation, Seller shall be entitled to payment for all finished and in-process Products, as well as any cost incurred in the preparation of Buyer's order to the date of cancellation. Products may be returned to the Seller only with Seller's prior written consent, signed by duly authorized personnel of Seller. Products manufactured to special order are not subject to return. In the event of an approved return of Products, the returned Products must be securely packaged to reach Seller without damage; and any cost incurred by Seller to put Products in marketable condition will be charged to Buyer.
9. **Limitation of Liability; Buyer's Indemnity.** Seller shall not be liable to Buyer or any third party for any consequential, special, incidental, indirect, administrative, exemplary, punitive or other damages arising out of or related to its performance under this Agreement, whether based upon breach of this Agreement, warranty, or negligence, and whether grounded in tort, contract, civil law, or other theories of liability, including strict liability, even if advised in advance of the possibility of such damages. Seller's maximum liability under or in any way relating to this Agreement shall not exceed the Purchase Price for the Products or Services upon which such liability is based. Buyer shall indemnify and hold harmless Seller and its owners, officers, directors, employees and subcontractors from and against any and all losses, claims, liabilities, damages, suits and obligations of any kind, including, without limitation, attorney fees and other costs, arising out of or in connection with the Products and/or Services provided hereunder.
10. **General.** The laws of certain jurisdictions prohibit the limitation of certain warranties and the remedies and damages for the breach of such warranties. If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, then such provision shall be deemed null and void to the extent that it may conflict therewith and all other terms shall remain in effect. No waiver of any provision hereunder shall constitute a subsequent waiver of that or any other provision. This Agreement may not be assigned by the Buyer without the prior written consent of Seller. Seller may hire subcontractors to perform work under this Agreement. Whenever a conflict between the provisions of these Terms and Conditions and the Quotation occurs, the provisions of the Quotation shall supersede and control such conflict. Unless otherwise provided herein, any notice required or permitted under this Agreement must be given in writing to the address provided in the Quotation, or such other address as either party may provide to the other in writing in the manner contemplated hereby and will be deemed effective as follows: (a) if delivered in person or by courier, on the date it is delivered; or (b) if sent by certified or registered mail or the equivalent (return receipt requested), three (3) days after posting, with first class postage, in the U.S. Mail. Any dispute resulting from this Agreement shall be governed by and construed exclusively according to the law of the State of Iowa

and venue for any dispute arising hereunder shall rest exclusively in the State or Federal Courts located in Linn County, Iowa. This Agreement may only be amended in writing signed by both parties hereto. This writing and these terms and conditions shall be governed by and construed according to the internal laws of the State of Iowa. Products and authorizes the filing of a financing statement reflecting such security interest. Buyer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by Seller, in Seller's discretion, to perfect Seller's security interest in the Products. Any breach by Buyer of the terms, representations, or warranties of this Agreement or the terms of any invoice for the Products or Services, shall constitute an event of default, and all amounts owing to Seller shall be immediately due, and Seller shall have all rights and remedies in law or in equity, including but not limited to, the Uniform Commercial Code, and as set forth herein. In addition, and notwithstanding the foregoing, if during the period of performance of an order, the financial condition of the Buyer shall adversely change, or if the Buyer shall fail to make any payments when due, Seller may, at its sole option, require full or partial payments in advance before proceeding with the order and charge Buyer a reasonable storage fee. Buyer shall, upon the request of Seller prior to payment in full of the Purchase Price, provide Seller with such financial information as Seller shall reasonably request in order to determine if the Buyer's financial condition has adversely changed.

11. Usage rights. Systems remain property of InLine Solutions, Inc. until full payment is received and cleared. Some software does feature a user registration process. Systems are delivered with temporary rights of registration that can and will expire if payment terms are not met. Your ability to quality inspect your products will be affected by this procedure, please make sure you inform your accounting department of your machine acceptance. Once Final Payment is received you will be given a permanent registration code that releases the equipment to you

These Terms and Conditions are effective as of Jan 1, 2011