

DATAMARK SYSTEMS S.L. , GENERAL TERMS AND CONDITIONS OF SALE

The following General Terms and Conditions of Sale ("Terms and Conditions") are a part of the sales contract ("Contract") with the Buyer for the sale of Equipment and/or Parts and the provision of any ancillary services (collectively "Equipment" and/or "Parts") described on the face side of this form. The Contract between Buyer consists solely of the form of Quotation received from Datamark or its authorized distributor ("Dealer"), if any, Dealer's or Datamark's Invoice, these Terms and Conditions, and any other documents expressly incorporated into the Quotation; The placing of a purchase order by Buyer or acceptance of delivery of the Equipment and/or Parts (whether or not Buyer signs the acknowledgment on the face hereof) is irrevocably deemed Buyer's agreement to the Contract and these Terms and Conditions, to the exclusion of any prior, additional or different terms or conditions. No additional, different, or conflicting terms or conditions, set forth in Buyer's purchase order or otherwise shall be binding on Datamark unless expressly accepted by Datamark in writing.

1. Prices and Terms of Payment.

(a) Unless otherwise stated in this Contract, Datamark's price quotations are subject to Buyer acceptance within thirty (30) days, and may be withdrawn or canceled by Datamark at any time after such date. Orders will be billed at prices in effect at time of shipment unless otherwise so stated in the Contract.

(b) This Contract is subject to final approval (including credit approval) and acceptance by Datamark's home office and is not binding on Datamark until signed by an authorized officer of Datamark and such written acceptance is delivered to Buyer.

(c) Prices do not include (and Buyer shall pay when due) country, state or local sales, use, excise, or other taxes, tariffs, or duties, and other charges described in these Terms and Conditions.

(d) Payment terms are 50% of total Contract price upon placement of order and balance net before delivery. Buyer shall make all payments, without any setoff or deduction, on the terms stated in this Contract. Datamark reserves the right to charge interest on any amounts that remain unpaid seven (7) days after the due date at a rate of the 10% for every 30 day period of delinquency or in case at the maximum rate permitted by law. Buyer shall pay all attorneys' fees, court costs, and all other costs incurred by Datamark in collecting past due accounts, including interest on such amounts at the rate provided above.

(e) Datamark reserves the right to refuse orders or establish cash in advance terms at Datamark's discretion. Datamark maintains ownership of products until debt has been paid in full. In the event of default by Buyer to pay said debt, Buyer agrees to allow Datamark to repossess said products on Buyer's premises.

In the event Purchaser cancels the order, all amounts previously paid by Purchaser shall be retained by Datamark as liquidated damages.

2. Delivery.

(a) Shipping dates are estimates only. Datamark will use commercially reasonable efforts to ship by the date specified, but shall not be liable to Buyer for any delay in delivering the Equipment and/or Parts (including any resulting incidental or consequential damages). Shipping dates shall in any event be extended for delays, such as but not limited to acts of God, fires, strikes, transportation delays, delays of Datamark's vendors, or any other cause beyond Datamark's reasonable control. If shipment or delivery of Equipment and/or Parts is delayed by or at the request of Buyer, no changes or delays in payment terms will apply unless expressly approved by Datamark in writing. In such event, Buyer shall pay on demand all storage charges and other incidental expenses incurred by Datamark as a result of the delay in addition to any interest on late payment. Shipment from stock is subject to availability.

(b) Unless otherwise stated in the Contract, the Equipment and/or Parts will be delivered to Buyer ex works Datamark's factory, and Buyer shall make all arrangements (and shall pay all costs) for transportation, handling and installation of the Equipment and/or Parts after delivery. If Buyer fails to provide arrangements for transportation, Datamark may make such arrangements in its sole discretion, provided that all such costs shall remain the responsibility of Buyer. The date of delivery shall be deemed to be the date the Equipment and/or parts are picked up by Buyer's carrier.

(c) Packaging shall be selected by Datamark. Instructions for any special shipping, packing, or handling services must be given by Buyer in writing at the time of placing the order. Buyer will pay all costs for such services.

3. Cancellation

Buyer may cancel the Contract prior to delivery only upon written approval by Datamark and upon payment by Buyer to Datamark of the following charges:

(a) For Equipment and/or Parts to be fabricated by Datamark or its subcontractors, Buyer shall pay to Datamark on demand all direct and indirect costs (including without limitation engineering, product development, and allocable overhead and administrative costs) incurred by Datamark or such subcontractor in performing under the Contract, as determined by Datamark, prior to written notice of cancellation, plus profit in an amount equal to ten percent (10%) of all such direct and indirect costs; provided that the liability of Buyer shall not exceed the purchase price for the Equipment and/or Parts provided in this Contract.

(b) For stock item, Datamark's loss of profit as reasonably determined by Datamark.

Any down payments or progress payments made by Buyer on Equipment and/or Parts will be applied to such cancellation charges. Buyer acknowledges that any cancellation charges payable by Buyer hereunder are not a penalty but are a reasonable approximation of the economic loss to Datamark resulting from cancellation.

4. Proprietary Information.

All specifications, drawings, designs, manufacturing data and all other data furnished by or belonging to Datamark, or pertaining to Equipment and Parts, and all terms of sale ("Information") are trade secrets and proprietary information of Datamark. Buyer will not use or disclose (and will take steps to prevent its employees and contractors from using or disclosing) the Information except as specifically authorized by Datamark.

5. Security Interest and Insurance.

As security for payment of all amounts due Datamark under this Contract, Buyer hereby grants to Datamark a security interest in the Equipment and/or Parts and all proceeds or products thereof and replacements or substitutions therefor, and Datamark shall have all rights of a secured party under the Commercial Code in effect from time to time in the State of Vizcaya in Spain or any other applicable jurisdiction or any successor law or laws of like effect. Buyer shall sign, and/or hereby authorizes Datamark to prepare and file all financing statements and other documents which Datamark may deem necessary or desirable to perfect such security interest in any public office. Until full and irrevocable payment for the Equipment and/or Parts, Buyer shall maintain replacement value insurance covering the Equipment and/or Parts against loss of damage from any cause with Datamark named as insured or co-insured to the extent of the unpaid purchase price.

6. GOVERNMENTAL REQUIREMENTS; INDUSTRY STANDARDS.

DATAMARK DOES NOT REPRESENT OR WARRANT THAT THE EQUIPMENT AND/OR PARTS COMPLY OR WILL COMPLY WITH ANY PARTICULAR COUNTRY, STATE, OR LOCAL STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY TYPE, INCLUDING BUT NOT LIMITED TO OCCUPATION SAFETY REQUIREMENTS, ENVIRONMENTAL REQUIREMENTS, ANY ELECTRICAL CODES, OR ANY VOLUNTARY INDUSTRY STANDARDS. SINCE APPLICATIONS OF THE EQUIPMENT AND/OR PARTS VARY, BUYER SHALL BE

SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL SUCH STATE, AND LOCAL STATUTES, REGULATIONS, OR REQUIREMENTS OF ANY TYPE, AND WITH ANY VOLUNTARY INDUSTRY STANDARDS, AND BUYER WILL INDEMNIFY AND HOLD DATAMARK HARMLESS FROM ANY CLAIMS BY THIRD PARTIES (INCLUDING EMPLOYEES OF BUYER) RELATED TO SUCH COMPLIANCE OR TO OPERATION OR USE OF THE EQUIPMENT AND/OR PARTS, INCLUDING COURT COSTS AND ATTORNEYS' FEES.

7. LIMITED WARRANTY/EXCLUSIVE REMEDY.

ALL WARRANTY CLAIMS MUST BE SUBMITTED IN WRITING BY BUYER TO DATAMARK WITHIN THE APPLICABLE WARRANTY PERIOD AND WITHIN THIRTY (30) DAYS OF DISCOVERY OF DEFECT; OR THE CLAIM WILL BE DEEMED WAIVED. THE OBLIGATION OF DATAMARK SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT EX WORKS FACILITY DESIGNATED BY DATAMARK (EXCLUDING SHIPPING COSTS, TO BE PAID BY BUYER), OF THE EQUIPMENT OR SUCH PARTS WHICH DATAMARK DETERMINES WERE DEFECTIVE IN MATERIAL OR WORKMANSHIP UNDER NORMAL STORAGE, USE AND SERVICE. THIS WARRANTY APPLIES ONLY TO NEW EQUIPMENT AND PARTS AND EXPRESSLY EXCLUDES WEAR PARTS. THIS WARRANTY SHALL NOT APPLY TO ITEMS MANUFACTURED BY OTHERS ATTACHED TO THE EQUIPMENT AND/OR PARTS, AND BUYER'S RECOURSE FOR DEFECTS IN SUCH EQUIPMENT AND/OR PARTS OF OTHERS SHALL BE EXCLUSIVELY AGAINST THE MANUFACTURER OF THE EQUIPMENT AND/OR PARTS UNDER THE TERMS OF THE DATAMARK'S WARRANTY. THIS LIMITED WARRANTY DOES NOT APPLY TO FAILURES OR DEFECTS OF THE EQUIPMENT COMPONENTS, AND/OR PARTS (INCLUDING WEAR PARTS) DUE TO ORDINARY WEAR AND TEAR, NEGLECT (INCLUDING BUT NOT LIMITED TO IMPROPER MAINTENANCE AND STORAGE), ACCIDENT, IMPROPER INSTALLATION (BY ANYONE OTHER THAN DATAMARK) OR OPERATION, OR MODIFICATION NOT AUTHORIZED IN WRITING BY DATAMARK (INCLUDING BUT NOT LIMITED TO USE OF UNAUTHORIZED PARTS OR ATTACHMENTS). ANY ALTERATION OR MODIFICATION OF THE EQUIPMENT, OR ATTACHING OF ANY PARTS OR EQUIPMENT NOT MANUFACTURED BY DATAMARK OR NOT INTENDED TO BE ATTACHED TO THE EQUIPMENT, OR MAINTENANCE, USE OR OPERATION OF THE EQUIPMENT CONTRARY TO DATAMARK'S INSTRUCTIONS, OR OPERATION OF THE EQUIPMENT WITHOUT PROPER, DATAMARK-APPROVED TRAINING, SHALL AUTOMATICALLY VOID THIS WARRANTY. THIS LIMITED WARRANTY SHALL EXTEND ONLY TO THE BUYER AND IS NOT ASSIGNABLE. THE EXCLUSIVE REMEDY OF BUYER UNDER THIS WARRANTY OR OTHERWISE IN CONNECTION WITH THE EQUIPMENT AND FOR PARTS, SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT AND/OR PARTS IN ACCORDANCE WITH THIS PARAGRAPH, IN DATAMARK'S DISCRETION

8. LIMITATION OF LIABILITY.

DATAMARK'S LIABILITY (AND THE EXCLUSIVE REMEDY OF BUYER) UNDER THIS WARRANTY FOR ANY ALLEGED DEFECT OR FAILURE OF THE EQUIPMENT AND/OR PARTS (INCLUDING RESULTS OF OPERATION OF THE EQUIPMENT AND/OR PARTS, AND WHETHER RESULTING FROM DEFECTS, FAILURES, OR ERRORS IN DESIGN, MATERIALS OR WORKMANSHIP, OR OTHERWISE), OR ARISING FROM ANY OTHER CAUSE, IS LIMITED AS PROVIDED IN 7 ABOVE. DATAMARK SHALL NOT BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THE EQUIPMENT AND/OR PARTS OR OTHERWISE IN CONNECTION WITH THIS CONTRACT, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM DELAYS; LOSS OF USE OF PROPERTY; RESULTS OF USE OF THE EQUIPMENT AND/OR PARTS; LOSSES OF INCOME, PROFIT OR PRODUCTION; INCREASED COSTS OF OPERATION, OR PERSONAL INJURY OR DAMAGES TO OTHER PROPERTY ARISING IN CONNECTION WITH THE EQUIPMENT AND/OR PARTS.

9. EXCLUSION OF EXPRESSED/IMPLIED WARRANTIES.

EXCEPT AS PROVIDED IN PARAGRAPH 7 ABOVE, DATAMARK DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES IN ANY WAY RELATING TO THE EQUIPMENT AND/OR PARTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. Entire Agreement.

The Contract is the entire agreement of the parties relating to the Equipment and/or Parts and supersedes all prior or contemporaneous discussions, correspondence or agreements (whether written or oral). Buyer's performance under the Contract shall be deemed to constitute Buyer's acceptance of all of the terms hereof, to the exclusion of any contrary terms in any writing provided by Buyer. The contract may not be amended nor any terms added, deleted, or changed except in writing signed by the parties and expressly stated to be an amendment. The Contract shall inure to the benefit of and be binding on the parties and their respective successors and assigns. Any execution by Datamark of a document submitted by Buyer in connection with Equipment and/or Parts shall not constitute acceptance by Datamark of any such additional or conflicting terms, or any modification of this Contract, but only acknowledgment of receipt of such document.

11. Governing Law; Jurisdiction.

This Contract shall be interpreted in accordance with and its performance shall be governed by the laws of SPAIN without regard to conflict of laws principles. The parties hereby agree that the state courts located in the State of Vizcaya in Spain, shall have exclusive jurisdiction over any action or suit between the parties (including any action to compel arbitration or to enforce an arbitration award) in connection with this Contract or the Equipment and/or Parts, and the parties hereto irrevocably consent to the jurisdiction of such courts in connection with such action or suit, and agree that any such courts are a proper venue for any such action or suit. Notwithstanding the above, any Excluded Actions may be maintained by Datamark in any state or european court having jurisdiction over Buyer or such Excluded Actions.