

Terms & Conditions

SL Laser Sysetems L.P.

1. All sales and purchases of laser projectors, parts and other goods (collectively, "Goods") designed, manufactured, modified or sold by SL Laser Systems LP are expressly subject to and governed by the terms and conditions set contained in this Proposal. No other terms or conditions, including but not limited to those contained in any purchase order from Customer or other documentation from Customer, shall be binding on SL Laser Systems LP unless in writing and executed by an officer or the Vice-President of SL Laser Systems LP. SL LASER SYSTEMS LP OBJECTS TO ALL DIFFERENT AND ADDITIONAL TERMS OF CUSTOMER'S DOCUMENTS AND EXPRESSLY CONDITIONS ITS OFFER TO SELL TO CUSTOMER ON CUSTOMER'S ACCEPTING THE TERMS AND CONDITIONS OF THIS PROPOSAL.

2. Express Limited Warranty and Disclaimer of Warranties. SL Laser Systems LP warrants to the first user of the Goods in production that the Goods, at the time of delivery to Customer (not the first user), shall be free of material defects resulting from inferior materials or workmanship and shall comply with all express written warranties that SL Laser Systems provides in this Proposal with respect to the Goods. Warranty claims must be made by the earlier of one (1) year following delivery to the Customer (not to the first user) or 2,000 hours of operation, whichever occurs first. All warranties are not transferable. No agent, sales representative, broker, dealer, distributor, or employee of SL Laser Systems LP shall have any authority to modify or expand this express warranty in any way, unless expressly included in this Proposal.

EXCEPT FOR THE EXPRESS LIMITED WARRANTY ABOVE, SL LASER SYSTEMS LP MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE GOODS, INCLUDING WITHOUT LIMITATION MAKES NO REPRESENTATION OR WARRANTY: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE GOODS; (B) AS TO THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN THE GOODS; (C) AS TO MERCHANTABILITY OR FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE; (D) AS TO THE SUITABILITY OF THE GOODS FOR CUSTOMER'S PURPOSES OR THE IMPACT OF THE GOODS ON CUSTOMER'S OPERATIONS; (E) WITH RESPECT TO ANY PATENT, COPYRIGHT, TRADEMARK, TRADE NAME, SERVICE MARK OR PROPRIETARY LAW OR RIGHT; OR (F) WITH RESPECT TO ANY REPRESENTATIONS, PROMISES, DESCRIPTIONS, OR WARRANTIES MADE BY ANY AGENT, SALES REPRESENTATIVE, BROKER, DEALER, DISTRIBUTOR OR EMPLOYEE OF SL LASER SYSTEMS THAT ARE NOT INCLUDED IN THIS PROPOSAL.

3. Limitation of Liability. SL Laser Systems LP's sole obligation for any Goods that do not conform to the Limited Warranty above shall be, at SL Laser Systems option: (a) to repair or replace such Goods within a reasonable time after Customer returns the Goods to SL Laser Systems at a location in the United States chosen by SL Laser Systems at Customer's expense; or (b) to refund any portion of the purchase price Customer has paid upon Customer's returning the Goods to SL Laser Systems at a location in the United States chosen by SL Laser Systems at Customer's expense. The Limited Warranty is the exclusive remedy. In no event shall SL Laser Systems liability ever exceed the Purchase Price. Customer shall make its facility and equipment available, at reasonable times, for SL Laser Systems to perform any of its warranty or other work required in this Proposal. If SL Laser Systems elects to repair the Goods, all parts that are replaced by SL Laser Systems shall become the property of SL Laser Systems.



4. Exclusion of Damages. SL LASER SYSTEMS LP SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DAMAGES FOR BREACH OF CONTRACT OR BREACH OF WARRANTY, DAMAGES ARISING FROM INJURY TO PROPERTY OR PERSONS, DAMAGES ARISING FROM SL LASER SYSTEMS NEGLIGENCE, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS PROPOSAL AND ANY SALE OR SERVICING OF GOODS.

5. Notice of Nonconformity. Customer must give SL Laser Systems written notice (see Adresse below) of any claim that it has regarding the condition, quantity or quality of the Goods or the nonconformity of the Goods with this Proposal within twenty (20) days after delivery of the Goods. The notice must specify the basis of Customer's claim in detail and identify the Goods at issue. SL Laser Systems shall have a reasonable opportunity to inspect the Goods at issue and a reasonable time to cure any nonconformity. Customer's failure to comply with this section shall constitute Customer's irrevocable acceptance of the Goods.

6. Applicable Law. This Proposal and the sale of Goods, and all rights and obligations arising therefrom, and any controversy relating thereto shall be governed by and construed in accordance with the laws of the State of North Carolina, excluding its conflict of law principles. Both the 1980 United Nations Convention on the International Sale of Goods and the 1974 Convention on the Limitations Period for the International Sale of Goods are expressly excluded and shall not apply. Unless SL Laser Systems elects otherwise in its sole discretion, any action or proceeding relating to this Proposal and the sale of Goods, and all rights and obligations arising therefrom, shall be commenced and heard only in the State Courts of North Carolina or the United States District Court for the Western District of North Carolina. Customer hereby consents and submits to the jurisdiction and venue of those courts for purposes of such actions or proceedings.

7. No Set-Off: Application of Payments. Customer has no right to withhold payments from SL Laser Systems or to set-off any payments for any alleged breach of this Proposal. SL Laser Systems may hold any payments made by Customer and apply such payments against damages incurred by SL Laser Systems for a breach by Customer of this Proposal.

8. Grant of Security Interest. Customer grants SL Laser Systems a purchase money security interest in all Goods now or hereafter sold or delivered to Customer by SL Laser Systems (including all spare parts, accessories, and accessions thereto), future advances and after-acquired property, and to the proceeds thereof (the "Collateral") as security for payment of all amounts due under this Proposal. As a condition precedent to any delivery of Collateral to Customer, Customer shall execute and supply complete and accurate information necessary for filing a financing statement, a fixture filing, a landlord lien waiver, or such other documents as SL Laser Systems deems necessary to establish, perfect, and maintain the security interest granted in the Collateral. Customer also authorizes SL Laser Systems to take such steps as are reasonable and necessary to perfect its security interest, including the filing of UCC-1 financing statements and continuations statements, and to enforce all of its rights in the Collateral. Any breach by Customer under this Proposal shall entitle SL Laser Systems to accelerate Customer's debts, collect payments due to SL Laser Systems, and attach and foreclose on the Collateral.

9. Time Limitations. Any action or proceeding by Customer arising out of or relating to the Goods or this Proposal must be commenced within one (1) year after the claim or cause of action has accrued or be forever barred.

10. Other Terms. This Proposal shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and assigns. No remedy of SL Laser Systems under this Proposal or applicable law shall be exclusive of any other remedy, and SL Laser Systems remedies shall be distinct, separate and cumulative. No delay or omission of SL Laser Systems to exercise any right or power arising from any default by Customer shall impair any such right or power or shall be construed as a waiver of any such default. The terms and provisions of this Proposal are severable. This Proposal contains the entire agreement of the parties relating to the Goods and supersede all previous and contemporaneous agreements, understandings, usages or trade and courses of dealing, whether written or oral. This proposal may be modified only by a written agreement, signed by both parties, expressly modifying this Proposal.