

Standard Terms and Conditions for Acceptance of Purchase Orders by AccelerOptics LLC

1. MAKING OF CONTRACT: These Standard Terms & Conditions for Acceptance of Purchase Orders (hereafter, "Seller's Terms") shall apply to all purchase orders or other Supply Arrangements (hereafter defined) submitted by any customer ("Buyer") to AccelerOptics ("Seller") whenever they are explicitly referred to by Seller in any written communication to Buyer concerning such purchase orders or other Supply Arrangements (such as transmittal letter or an order acknowledgement), and regardless of Seller's execution of any agreement or other instrument/document required by Buyer. Buyer's acceptance of any goods shipped or services provided by Seller (collectively, the "Products") shall constitute acceptance of these Standard Terms, regardless of any conflicting terms or waiver language contained in any Buyer purchase order, general terms & conditions, or other Supply Arrangement. These Standards Terms may not be altered or modified except by written agreement of Seller and Buyer.

2. PRICING: In the event of price increases, all orders on hand will be filled at their original levels. Unless otherwise noted, all estimated delivery and freight charges shall be at the expense of the Buyer and any applicable sales/use taxes, and import/export duties and other charges are in addition to the prices quoted by Seller and shall be paid by Buyer.

3. PAYMENT: Net 30 days from the date of the invoice. All payments must be in U.S. dollars. A finance charge at the annual rate of 18%, 1.5% monthly, may be assessed on past due invoices. Custom orders are subject to special payment terms.

4. DELIVERY DATE: Shipment and delivery dates are only Seller's estimate of the shipment/delivery date. While Seller shall use commercially reasonable efforts to meet such date, Seller shall not be liable for damages of any kind (including any direct, incidental, consequential or punitive damages) for the failure to meet such date or any delay in shipment or delivery. Delivery of an installment shall not relieve Buyer of its obligation to accept remaining deliveries. Seller shall be excused for any delay in performance or delivery due to acts of God, war, terrorism, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Seller in the reasonable conduct of its business. Seller further reserves the right, in its full discretion, to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

5. ORDER CANCELLATIONS: Standard product orders are subject to a 50% cancellation fee. All custom orders and custom packaging are subject to a 100% cancellation fee. Buyer acknowledges that the above cancellation fees shall be paid to the Seller as reasonable liquidated damages to compensate Seller in part for direct and indirect expenses incurred in connection with cancellation of order.

6. RETURN MERCHANDISE: No merchandise may be returned without prior written permission from Seller. Request must be made within 30 days from Shipment Date (hereafter

defined). Upon request approval, credit will be issued less a 50% service charge and less the freight expense of the original shipment. Freight to return merchandise will be the responsibility of the Buyer. Custom or modified product is not returnable.

7. TRANSPORTATION CLAIMS: All Products are inspected prior to shipping. Seller's responsibility for safe delivery ceases when merchandise has been turned over to the carrier in good condition (the "Shipment Date"). Shipment should be thoroughly checked upon receipt for damage or shortage in transit and, if damage or shortage occurs, a claim should be filed at once by the Buyer with the delivering carrier.

8. RISK OF LOSS: Possession and risk of loss of any Products shall pass to Buyer upon Seller's delivery of such Products to any common carrier or at delivery to Buyer's location, whichever is earliest.

9. LIMITED WARRANTY: Seller warrants to Buyer that the Products are free from defects in materials and workmanship for two (2) years from the Shipment Date.

This limited warranty extends only to Buyer. Buyer will be responsible for all contact with its customers regarding warranty matters. Any written or implied warranties presented by Buyer or subsequent purchasers to their customers shall be limited to the terms stated in this warranty. If Buyer or a subsequent purchaser issues a warranty to their customer that differs from this warranty, Seller shall not indemnify Buyer or the subsequent purchaser for any portion of their warranty which modifies or alters this Seller warranty.

This limited warranty shall not apply to and excludes claims or damage to the Products resulting from any cause other than defective materials or workmanship, including, but not limited to, claims and damages resulting from, a) defects in the manufacture of the signage system in which the Product is used, b) incorrect or improper installation of the Product by Buyer or its customer, c) usage of the CAPTURE product in any manner inconsistent with the operation and maintenance procedures outlined in the Standards and Guidelines for use of CAPTURE Products, d) misuse, abuse, negligence, accident or use of the Product beyond product specifications, e) alteration or repair of the Product by anyone but Seller, or e) acts of God or accident.

Seller or its designated agent shall have the right to inspect any Product prior to executing any remedy stated within this warranty. With regard to all requests for complete Product replacement, the Product must be returned to Seller for inspection and verification.

In event a Product is found to be defective, Buyer's remedies shall be limited, at Seller's option, to the following: 1) the supply of a replacement part; 2) the furnishing of a replacement Product, or 3) the crediting of Buyer's account for the defective Product. Additionally, Seller will reimburse Buyer inbound freight and outbound freight according to an agreed upon rate schedule should Seller find a Product to be defective.

This limited warranty does not include reimbursement for inconvenience, removal, installation, loss of use, damages arising from product failure, including damage to or replacement of signage systems, or any other costs or expenses.

THE LIMITED WARRANTY PROVIDED HEREIN AND THE OBLIGATIONS AND LIABILITIES OF SELLER HEREUNDER ARE EXCLUSIVE AND IN LIEU OF AND BUYER HEREBY WAIVES ALL OTHER REMEDIES, WARRANTIES (INCLUDING WARRANTIES BY MODEL OR SAMPLE), GUARANTIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY OBLIGATIONS OF SELLER WITH RESPECT TO FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY SELLER AND BUYER.

10. INDEMNITY: Buyer hereby covenants and agrees that it will assemble, install, maintain, and operate the Products, only in accordance with Seller's recommendations and safe industry practice. In addition, Buyer shall defend, indemnify and hold harmless Seller, against all damages, claims, regulatory actions, or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from improper or negligent assembly, installation, maintenance, operation or use of Products by Buyer or its employees, agents, subcontractors or customers.

11. CONFLICT AND MERGER: These Standard Terms supersede any prior purchase orders, supply agreements, oral representations, correspondence, proposals, quotations, oral statements and/or representations and Buyer standard terms and conditions ("Supply Arrangements"), or agreements between the parties or their representatives ("Supply Arrangements"), and the same constitutes the complete and exclusive expression of the terms and conditions of the party's agreement. Any conflict between these Standard Terms and any other Supply Arrangements shall be resolved in favor of these Standard Terms.

12. ASSIGNMENT: Buyer shall not assign the proposal or any related purchase order without Seller's prior written consent.

13. EXPORT CONTROLS: Regardless of any disclosure made by Buyer to Seller of an ultimate destination of Products, Buyer shall not export, either directly or indirectly, any documentation, Products, or system incorporating Products without first obtaining such license or other approvals as required by the United States Government.

14. GOVERNMENT CONTRACT CONDITIONS: In the event that Buyer elects to sell Products to the U.S. Government, Buyer does so solely at its own option and risk, and agrees not to obligate Seller as a subcontractor or otherwise to the U.S. Government. Buyer remains solely and exclusively responsible for compliance with all statutes and regulations governing sales to the U.S. Government. Seller makes no representations, certifications or warranties whatsoever with respect to the ability of the Products to satisfy any such statutes and regulations.

15. LIMIT ON SELLER'S LIABILITY: UNDER NO CIRCUMSTANCES SHALL SELLER HAVE ANY LIABILITY WHATSOEVER FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF BUSINESS OR PROFITS) OR PUNITIVE DAMAGES, WHETHER OR NOT OCCASIONED BY INFRINGEMENT, SELLER'S NEGLIGENCE, ON THE BASIS OF STRICT LIABILITY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY SUCH LOSS OR LIABILITY FOR PERSONAL INJURY. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the Products or unit thereof which gives rise to the claim. Buyer shall not be entitled to obtain injunctive relief against Seller for any reason whatsoever.

16. GOVERNING LAW: These Terms and Conditions and any purchase orders shall be governed by and construed under the substantive laws of the State of Missouri without consideration to that body of law referred to as "conflicts of laws". Buyer and Seller irrevocably consent to the venue of the courts having situs within Jasper County, Missouri and consent and submit to the jurisdiction of any court located within such county. The application of the UN Convention on Contracts for the International Sale of Goods is specifically excluded from this transaction.

Standards and Guidelines for use of CAPTURE Products

These Standards & Guidelines must be followed for Capture products. Failure to adhere to these standards will void all warranties.

1. CAPTURE products are only suited for indoor use and factory pre-approved dry, non-direct sunlight outdoor installations.
 - a. Direct prolonged exposure to sunlight and outdoor conditions will adversely affect product lifetime.
 - b. CAPTURE products have not been tested or certified for wind-load conditions, environmental durability or other factors associated with permanent outdoor installation.
2. Take care to not scratch front of screen: handle carefully using the screen back & avoid separation of screen layers.
 - a. Do not allow unprotected panel edges to bear full weight of panel during handling, shipping or storage.
 - b. Screen edges and corners are fragile -- Do not drop, slide, strike corners, or manipulate edges with tools.
 - c. Do not place screen face-down or lean front surface against any object during installation.
 - d. If supplied, use the hooks on back side of panel for handling rather than edges.
 - e. Follow CAUTION and any other labels on panel backs.
3. Improper installation can result in serious personal injury! Make sure to follow all instructions and perform safety inspection.
4. The installer is responsible for verifying that the floor, wall, or ceiling will safely support the display and appropriate mount.
5. Only use mounting devices properly rated for weight and environmental conditions.
6. Attachment points to which screens and mounting equipment are attached must be properly rated and designed for weight and environmental conditions.
7. Mounting bolts, clamps, hooks, and other hardware must be properly rated for weight and environmental conditions.
8. Safety hardware should be installed and used where there is a risk of falling, tipping or adverse environmental conditions.

9. Use proper tools to install, tighten and secure all mounting, installation and safety hardware.
10. Back-frames for multi-piece units are designed to be assembled upright on mounting bracket at the final location.
 - a. Multi-piece back-frame and screens should be inspected for fully engaged slots, secure bolts & CAPTURE labels oriented upright.
 - b. Multi-piece screens must be installed on the back-frame in a specific order as shown in installation instructions.
 - c. On multi-piece screens mounted on back-frames, multiple hooks are supplied with safety latches – do not install if absent.
 - d. Check all safety latches upon installation for full engagement.
11. Screens are heavy – DO NOT ATTEMPT HANDLING ALONE.
12. Front surface is an optical grade reflector – do not scratch or clean with abrasive materials.
 - a. Clean only with water or mild soap (if required) – avoid seams.
 - b. Contact manufacturer for unusual cleaning issues.
13. Proper screen tilt and rotation will be necessary for optimum performance.
 - a. To adjust screen for optimum vertical viewing angle, use white projector test pattern, and tilt screen until brightest image is reflected to proper height of viewers.
 - b. To adjust screen for optimum horizontal viewing angle, use white projector test pattern, and rotate screen on axis to line up best left-to-right image for audience.
14. When screens are uninstalled and not in use, store only in approved containers in a warm, dry environment free of corrosive or volatile chemicals.

Further Standards & Guidelines are supplied in product manuals.