

GENERAL TERMS & CONDITIONS OF SALE

1. Orders and Shipments Shipments, deliveries, payment terms and performance of work shall at all times be subject to the approval of OCULII CORP. or its agents. OCULII CORP. or its agents may, at any time, decline to make any shipment or delivery or perform any work except upon receipt of payment or security or upon terms and conditions satisfactory to OCULII CORP. or its agents. All purchase orders placed by customer and accepted by OCULII CORP. are noncancelable (NC) and non-returnable (NR) unless otherwise negotiated between OCULII CORP. and purchaser.

2. Prices All prices quoted by OCULII CORP. or its agents are net. List prices are subject to change without notice. Prices stated on this form are contingent upon acceptance of delivery by the Buyer of all goods subject to this order within six months and can be increased or decreased at OCULII CORP's or its agent's option upon ninety (90) days written notice by OCULII CORP. or its agents. Subject to Section 1,

3. Payment OCULII CORP's or its agent's payment terms are one per cent (1%), ten (10) days, net thirty (30) days from the date of invoice. Pursuant to Ohio law a charge of one and one-half percent (1 1/2 %) per month is made on the past due balance of any account in order to reimburse OCULII CORP. or its agents for estimated administrative and other costs associated with delinquent accounts. The Buyer agrees that such a charge is reasonable in the light of the anticipated or actual harm caused by reason of the Buyer's delinquency, the difficulties of proof or loss, and the inconvenience or non-feasibility of OCULII CORP. or its agents otherwise obtaining an adequate remedy. The Buyer further agrees that such a charge is not an agreement express or implied to give further time for payment. Notwithstanding anything else herein to the contrary, and in addition to the above referenced administrative charge, Buyer agrees to pay all costs of collection of delinquent accounts, including, without limitation, reasonable attorneys' fees, whether or not such collection efforts include the commencement of a lawsuit or other legal action.

4. Taxes The Buyer shall promptly pay any taxes which OCULII CORP. or its agents may be required to pay or collect under any existing or future law for the account of the Buyer. Ohio sales tax shall be added to shipments made within Ohio unless a valid resale certificate has been filed with OCULII CORP. or its agents.

5. Costs All transportation costs and insurance shall be invoiced to the Buyer. F.O.B. point is Beavercreek, Ohio. OCULII CORP. or its agents reserve the right to ship by carrier of its discretion unless otherwise specified by the Buyer.

6. Warranty If the goods furnished to the Buyer shall fail due to defective material or workmanship, within one (1) year from the date of shipment, OCULII CORP. or its agents shall replace such nonconforming goods or repair such nonconforming goods without charge to the Buyer. This warranty does not apply if the goods have been

damaged by accident, abuse, misuse, modification, or misapplication, i.e. by damage during shipment or by improper service. Without limiting the foregoing, it is expressly agreed that OCULII CORP. shall have no liability whatsoever for consequential damages; and Buyer agrees to indemnify OCULII CORP. against any and all costs, expenses, claims, and liabilities arising therefrom. The foregoing warranty is exclusive and NO OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A GENERAL OR PARTICULAR PURPOSE OR DESIGN SHALL EXIST IN CONNECTION WITH ANY OF THE GOODS SUPPLIED HEREUNDER, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED. This warranty allocates the risk of the failure of goods between OCULII CORP. or its agents and the Buyer as authorized by applicable law. No employee, agent, dealer, or other person is authorized to give any warranties on behalf of OCULII CORP. or its agents or to assume for OCULII CORP. or its agents any other liability in connection with any of its goods, except in writing and signed by an officer of OCULII CORP.

OCULII CORP. or its agents make no representation that the goods comply with any present or future federal, state, or local regulation or ordinance. Compliance is the Buyer's responsibility. The use of OCULII CORP's goods should be in accordance with the provisions of the national Electric Code U.L. and/or other industry or military standards that are pertinent to the particular end use. Installation or use not in accordance with these codes and standards could be hazardous, and Buyer hereby agrees to indemnify OCULII CORP. against any and all claims of loss or damage, and/or costs and expenses related to defending against such claims, which arise from or in connection with the use or installation of goods not in accordance with the above referenced codes and standards.

7. Claims All goods shall be inspected by the Buyer when received, and every claim on account of defective material, workmanship, or shortages, or of any other cause shall be deemed waived by the Buyer unless made in writing and received by OCULII CORP. or its agents within thirty (30) days from the date of receipt of such goods to which such claim relates. Upon receipt of such claim OCULII CORP. or its agents shall be given a reasonable opportunity to inspect such goods. No goods shall be returned to OCULII CORP. or its agents without written authorization by OCULII CORP. or its agents.

Returned goods shall be subject to 25% restocking charge. F.O.B. destination and prepaid. No claim of any kind, whether as to goods delivered or for non-delivery of goods shall be greater in amount than the purchase price of the goods in respect of which such damages are claimed.

8. Change Deliveries Request for a scheduled delivery change will be deemed waived by buyer unless OCULII CORP. or its agents are notified in writing ten (10) days prior to the original scheduled delivery.

9. Damages IT IS EXPRESSLY AGREED THAT SECTION 6 AND 7 STATES THE BUYER'S SOLE AND EXCLUSIVE REMEDY for any breach of warranty and/ or any claim for personal injury, property damage, or commercial loss, whether sounding in contract, tort, strict liability, or negligence, based on any defect in any goods of OCULII CORP. or its agents. Without limiting the generality of the preceding sentence, it is expressly agreed that neither OCULII CORP. OR ITS AGENTS SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, including any labor or other costs incurred by the Buyer as a result of such defect or incident to the repair or replacement or inability to use any goods.

10. Force Majeure OCULII CORP. or its agents shall be excused for any delay in performance due to acts of God, war, riot, embargo, acts of civil or military authorities, fires, floods, accidents, quarantine restrictions, strikes, differences with workmen, delays transportation, shortage of fuel, labor or materials, or any circumstantial cause beyond the control of the OCULII CORP. or its agents in the reasonable conduct of business.

11. Indemnification. Buyer does hereby agree to defend, indemnify, and hold OCULII CORP., its officers, directors, employees, agents, accountants, attorneys, successors, insurance companies, and all other persons acting for, under or in concert with other, past and present, harmless of and from any and all claims, demands, actions, causes of action, obligations, damages, liabilities, loss, cost or expenses, including attorney s fees of any kind or nature, whatsoever, arising out of or related to the sale, resale, use or application of the product or any part thereof.

12. Modification of Agreement This agreement cannot be modified in any way, except in writing, signed by the parties herein.

13. Waiver by OCULII CORP. or its agents of a breach of any of the terms and conditions set forth above shall not be construed as a waiver of any other or subsequent breach.

14. Governing Law and Jurisdiction Ohio law governs all transactions performed by OCULII CORP. or its agents. The parties hereto agree that the proper venue and jurisdiction for any and all disputes arising from or in connection with the transactions contemplated by these terms and conditions is, exclusively, in the courts in and for the County of Greene, State of Ohio. Further, the parties hereto expressly agree to the personal subject matter jurisdiction of said courts in connection with any matters arising from or in connection with these terms and conditions of sale.

15. Headings The headings used herein are for convenience only and shall not be used to vary, supplement, or construe the meaning of the text herein.

16. Terms and Conditions OCULII CORP. or its agents accept orders only upon the foregoing terms and conditions, which shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the Buyer. Acceptance of delivery of the goods shall be deemed agreement herewith by the Buyer.