

CYNTONY CORPORATION TERMS AND CONDITIONS OF SALE

PLEASE READ THESE TERMS AND CONDITIONS OF SALE CAREFULLY, THEY MAY HAVE CHANGED SINCE YOUR LAST VISIT TO THIS WEB SITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT ACCEPT THESE TERMS AND CONDITIONS, THEN YOU MAY NOT USE THE SERVICES.

BY CLICKING THE "ACCEPT" BUTTON ASSOCIATED WITH THE QUOTATION FOR THE PRODUCTS AT BOOKS.ZOHOSecure.COM/PORTAL/CYNTONYCORPORATION OR USING ANY PART OF THE PRODUCTS, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

1. **GENERAL** -- All references to Cyntony herein shall mean Cyntony Corporation with office in Lexington, MA and all references to Buyer herein shall mean the customer named in a purchase order, quotation or proposal. All orders placed by Buyer shall be considered offers that shall be deemed accepted upon notice thereof from Cyntony. Buyer will provide Cyntony with a complete written authorization or purchase order containing necessary information, such as site name, type and quantity of product with reference to product model as quoted by Cyntony requested delivery date and delivery instructions. Notwithstanding any terms or conditions which may be included in Buyer's purchase order form or other communication from Buyer, Cyntony's acceptance is conditional upon Buyer's assent to, or if this writing is construed as the offer, acceptance hereof is expressly limited to the terms and conditions set forth herein. It is agreed that sales are made only on the terms and conditions herein and any terms or conditions other than those set forth herein are hereby objected to by Cyntony and shall not become a part of the agreement of sale unless expressly agreed to in writing by an authorized contracts officer of Cyntony. Cyntony objects to all supplemental or inconsistent terms and conditions in any purchase order or other communication from Buyer. Cyntony's failure to object to any specific term or condition contained in Buyer's purchase order or other communication shall not be deemed to be acceptance of such term or condition. The terms and conditions set forth herein shall be deemed incorporated (as though set forth in full) into any agreement of sale between Cyntony and Buyer, unless otherwise modified in writing or expressly agreed to by Cyntony in writing. Cyntony quotations are not firm unless expressly indicated, with a specific period of time during which the quotation will remain firm on the face thereof. Cyntony reserves the right, to modify the design and specifications of products, provided that the modification is reflected in applicable performance specifications described by Cyntony or its manufacturer and that such modifications do not adversely affect performance requirements documented in a current Buyer purchase order. All orders are subject to prior credit approval. Typographic and clerical errors are subject to correction.
2. **SHIPPING AND HANDLING** -- Unless otherwise specified by Buyer and agreed to by Cyntony in writing, any shipping and handling charges incurred by Cyntony for the purchase (e.g. Air, Parcel Post, and Common Carrier) will be included on the applicable invoice as a separately priced item to be paid by the Buyer. Freight charges are subject to frequent change and in consideration of Cyntony's agreement to hold to the charges stated, Buyer agrees to pay such amount without regard to the actual charges applicable at the time of shipment. It is understood that Cyntony will not provide the Buyer with any copies of carrier freight bills. Special export packaging, packing or crating, as required, will be quoted separately. Alternatively, the buyer may elect to provide Cyntony with buyer's shipping account only with Cyntony's prior written consent. All carriers used for shipment of Products are selected and contracted by Cyntony and shall be deemed agents of Cyntony for purposes of transportation and delivery. Buyer shall have no authority to redirect, reconsign, delay, or otherwise instruct any carrier without Cyntony's prior written consent.

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3. **DELIVERY, TITLE AND RISK OF LOSS** -- Unless otherwise expressly agreed in writing by Cyntony, delivery of Products shall be destination-based and shall be deemed complete only upon physical tender of the Products at Buyer's named delivery location; all stated shipment or delivery dates are estimates only and not guaranteed. Risk of loss or damage to the Products shall remain with Cyntony until such delivery is completed, notwithstanding shipment by carrier, passage of title, inspection, or acceptance. Title to the Products shall pass to Buyer only upon completion of delivery at the Buyer's named delivery location and receipt of full payment, whichever occurs later; notwithstanding the foregoing, Buyer grants to Cyntony a purchase money security interest and right of possession in the Products until Buyer makes full payment and agrees to cooperate as reasonably requested to permit Cyntony to perfect such security interest. All carriers used for shipment of Products are selected and contracted by Cyntony and shall be deemed agents of Cyntony for purposes of transportation and delivery, and Buyer shall have no authority to redirect, reconsign, delay, or otherwise instruct any carrier, nor to arrange pickup or take possession of Products prior to delivery, without Cyntony's prior written consent. Claims for shipment shortage or visible damage must be presented to Cyntony in writing within ten (10) days of delivery, and claims for concealed damage within a reasonable time after discovery; failure to make any claim within thirty (30) days after receipt shall constitute acceptance of the Products for commercial purposes, except as otherwise required to preserve insurance claims. Inspection or acceptance by Buyer shall not alter the allocation of risk of loss prior to delivery, and carrier delays, transportation interruptions, or other events beyond Cyntony's reasonable control shall not constitute a breach nor shift risk of loss prior to delivery.
4. **COMMERCIAL WARRANTY** -- Cyntony manufactured, distributed or resold products are warranted against defects in material and workmanship by the manufacturer for one year from the date of shipment unless otherwise agreed to in writing. In the event of a defect during the warranty period, Buyer will obtain a Return Maintenance Agreement (RMA) number and return instructions from Cyntony and return item to the Cyntony repair facility for repair or replacement. Repair at Cyntony's option may include the replacement of parts or equipment and all replaced parts or equipment shall be the property of Cyntony. Parts or equipment replaced during the warranty period are warranted for the remainder of the original applicable warranty period or ninety (90) days, whichever is greater. This express warranty is extended by Cyntony to the original Buyer for commercial, industrial or governmental use, but not to any transferee unless agreed to in writing. Such action on the part of Cyntony shall be the full extent of Cyntony's liability and Buyer's EXCLUSIVE REMEDY for breach of warranty or for any other defects in the products. Expenses of Buyer such as travel expenses and labor are not covered by this warranty. This warranty extends only to products manufactured, distributed or resold by Cyntony and it is expressly conditioned upon the equipment having been installed in accordance with industry standard practices, the standard installation and configuration practices provided by Cyntony by a formally released installation procedure, and the equipment having been maintained in accordance with the manufacturer's recommended standard maintenance practices. In no way shall verbal or informal guidance from Cyntony employees be a basis for Cyntony's liability for improperly installed or damaged equipment. This warranty shall automatically terminate if the product is used in other than its normal and customary manner, has been subject to misuse, accident, neglect, or damage, is improperly disassembled or has improper alterations or repairs made to it, or if nonconforming parts are used in the product, unless done by a service facility authorized by Cyntony to perform warranty service. Because each system is unique, Cyntony disclaims liability for range, coverage, or operation of a system as a whole under this warranty except by a separate written agreement signed by an officer of Cyntony. An authorization, in the form of an RMA number and instructions, to return products under this warranty must be obtained from an Cyntony representative prior to making shipment to Cyntony's service location, and all returns shall be shipped freight prepaid. Cyntony will pre-pay return freight charges on repaired and replaced products found to be defective. **DISCLAIMER OF WARRANTIES: THE WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Development

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products, including without limitation prototypes, pre-production articles and samples (whether or not paid for by Buyer), are provided "AS IS" and are not covered by any of the above warranties unless otherwise agreed in writing.

5. **PAYMENT** -- For domestic USA shipments, Cyntony's standard terms of sale are net fifteen days for the balance of invoice date, subject to the approval of Cyntony. For export shipments, the standard payment terms are irrevocable Letter of Credit (in accordance with Cyntony Letter of Credit Guidelines) or Cash in Advance, unless Cyntony has, prior to its acceptance of Buyer's purchase order, approved in writing other credit arrangements. All payments, whether by Letter of Credit or Cash in Advance, shall be made in U.S. Dollars (US\$) by electronic funds transfer. All orders on terms of Cash in Advance require a 30% payment for delivery lead times greater than 90 days or 50% for delivery lead times greater than 150 days upon placement of the order and the balance shall be paid prior to shipment. Exceptions to the payment terms included herein shall be subject to the prior consideration and written approval of Cyntony. Minimum acceptable order value is \$2,500. All orders are subject to credit approval. Overdue payments are subject to a service charge of 1.5% per month or the maximum legal rate, whichever is lower. To the extent permitted by applicable law, Buyer agrees to pay any and all costs and disbursements, including reasonable attorney's fees, incurred by Cyntony in legal proceedings to collect overdue invoices or enforce indebtedness. Buyer agrees that any and all costs or disbursements may be added to the total invoice amount already due at time of placement with an attorney or collection agency. **REMITTANCE ADDRESS:**

Cyntony Corporation 195 Follen Rd, Lexington, MA 02421

6. **TAXES** -- Except for the amount, if any, of tax stated in a Cyntony proposal, the prices set forth in a Cyntony proposal are exclusive of any amount for federal, state, local, excise, sales, use, property, retailers, occupation, in-country, import, VAT or similar taxes or duties. Such prices are also exclusive of all government permit fees, license fees, customs fees and similar fees levied upon delivery of the Cyntony products and services. The Buyer shall be liable for all such taxes, duties and fees, regardless of whether or not the same are separately stated by Cyntony and the Buyer shall pay the amount thereof to Cyntony or, in lieu thereof, the Buyer shall provide Cyntony with a properly executed tax exemption certificate acceptable to the taxing authorities prior to delivery of Cyntony product. If Cyntony is required to pay or bear the burden of any excluded tax then the Buyer shall reimburse to Cyntony the full amount of any such tax payment no later than ten (10) days after receipt of an invoice.
7. **TERMINATION, CHANGES AND DELAYS** -- Cyntony shall not be liable for any delay or failure to perform due to any cause beyond its control, including, but not limited to, acts of God, epidemics, civil disturbances, default of any supplier, delays in any government or regulatory body authorization or license grant, government intervention, inability to obtain necessary labor, material or facilities, interruptions of production, interruptions of transportation, strikes, or war. The delivery schedule shall be considered extended by a period of time reasonably necessary to perform after such event(s). Notwithstanding the preceding sentence, in the event Cyntony is unable to wholly or partially perform due to any cause beyond its control, Cyntony may terminate any contract without liability to Buyer. Buyer may cancel any order due to the default of Cyntony upon thirty (30) day's prior written notice and failure to cure by Cyntony. Otherwise orders may be terminated, changed or delayed by Buyer only with the specific approval of Cyntony and shall be subject to termination, change or delay charges which shall include compensation for specific expenses and costs related to commitments already made in connection with the order and a reasonable allowance for the cost of overhead, general and administrative expenses and profit in accordance with Cyntony's standard accounting practices. A minimum of a 15% cancellation fee will be applicable to any order canceled after five (5) days. A minimum of 25% cancellation fee will be applicable to any order canceled after ten (10) days. Change orders may also necessitate a change in the delivery schedule. In the event Buyer causes a delay in contract completion or delivery, Cyntony shall have the right to submit invoices at

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sales value for progress to date, and Buyer shall pay the invoiced amount and all necessary storage charges and other costs incurred due to such delay.

8. ANTI-CORRUPTION OBLIGATIONS -- The U.S. Foreign Corrupt Practices Act and similar anti-corruption and anti-bribery laws in other countries generally prohibit making, promising, or offering payments or gifts to government officials to obtain or retain business or to secure any improper business advantage. Buyer will not offer or make any payments or provide anything of value to a government official to influence an official action that awards business, retains business or secures an improper business advantage in connection with the products. In the event of an alleged breach of the anti-corruption obligations, the Buyer shall cooperate in good faith with Cyntony to determine whether an alleged breach occurred. In such case, the Buyer shall furnish to Cyntony all information requested to establish compliance with the Buyer's anti-corruption obligations.
9. EXPORT CONTROLS -- The products that Buyer obtains from Cyntony may be subject to the jurisdiction of US export control laws and regulations, which include the Export Administration Regulation (EAR), International Traffic in Arms Regulations (ITAR) and Office of Foreign Assets Control (OFAC). The re-export or re-transfer of Cyntony-provided equipment to other countries or parties may require a US export license or other approval. Buyer will not transfer the products in violation of any US export control law, including by making any exports or re-exports of Cyntony equipment to the US embargoed countries of North Korea, Iran, Cuba, Sudan, and Syria or to other restricted destinations or parties that may be added to the restricted export list by the U.S. Government. Buyer acknowledges that the products will not be used in, or for any nuclear, chemical, biological weapons or applications. In the event of an alleged breach of export controls, the Buyer shall furnish to Cyntony all information requested in order to verify compliance with U.S. export regulations.
10. GOVERNMENT OR IN-COUNTRY LICENSING. -- The Buyer is solely responsible for obtaining any licenses or other authorizations required by any government regulatory bodies, and for complying with their rules and with the rules and regulations of any other U.S. or foreign regulatory agency, whether federal, state, local or otherwise. Neither Cyntony nor any of its employees, will be an agent or representative of the Buyer in such matters or otherwise. Cyntony's warranty shall not be modified to the detriment of Cyntony and Cyntony shall have no liability to Buyer or any third parties.
11. AUTHORIZED CONTRACTS OFFICER -- Only Cyntony Authorized Contracts Officer: David A Moschella may accept or approve changes to these terms and conditions.
12. CONTROLLING LAW -- This document shall be governed by the laws of the Commonwealth of Massachusetts, USA. The parties hereby agree that this document shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. BUYER HEREBY IRREVOCABLY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND/OR FEDERAL COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS AND WAIVES ANY OTHER FORUM OR VENUE TO WHICH BUYER MIGHTBE ENTITLED BY DOMICILE OR OTHERWISE. This document is prepared and executed in the English language only and any translation of this document into any other language shall have no effect on effectiveness of or the interpretation of this document.
13. LIMITATION OF REMEDY -- CYNTONY'S TOTAL LIABILITY IS LIMITED TO THE NET PRICE OF THE PRODUCTS SOLD HEREUNDER, EXCLUDING ANY CHARGES STATED SEPARATELY FROM THE PRODUCT PRICE ON THE INVOICE. BUYER'S SOLE REMEDY FOR LIABILITY OF ANY KIND, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND PRODUCTS LIABILITY WITH RESPECT TO THE EQUIPMENT, SOFTWARE AND DOCUMENTATION FURNISHED HEREUNDER IS TO REQUEST CYNTONY, AT CYNTONY'S OPTION, TO

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REFUND THE PURCHASE PRICE, EXCEPT THAT IN THE CASE OF A BREACH OF PRODUCT WARRANTY, THE BUYER'S SOLE REMEDY IS TO RETURN THE PRODUCT TO CYNTONY FOR REPAIR IN ACCORDANCE WITH SECTION 4 OF THESE STANDARD TERMS AND CONDITIONS OF SALE.

14. LIMITATION OF LIABILITY -- IN NO EVENT SHALL CYNTONY BE LIABLE FOR INCREASED COSTS, LOSS OF PROFITS, LOSS OF GOODWILL, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON. THESE LIMITATIONS APPLY EVEN IF THE EXCLUSIVE REMEDIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.
15. LIMITATION ON BRINGING OF ACTIONS -- NO ACTION SHALL BE BROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT.
16. NO WAIVER -- The failure of Cyntony to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions herein or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
17. US GOVERNMENT ORDERS -- The provision of Executive Order No. 11246 of September 24, 1965, as amended, regarding equal employment opportunity, and the rules and regulations issued pursuant thereto, are incorporated herein by reference. Any other US Government procurement regulations required to be included shall be specifically and separately agreed to in writing prior to incorporation into the final agreement of sale. Products are not GSA Listed. Cyntony is classified as a small business.
18. NO ASSIGNMENT -- Buyer shall not assign any interest in the contents of this quotation without the prior written consent of Cyntony.
19. INTELLECTUAL PROPERTY RIGHTS -- Cyntony and its licensors, and its manufacturers, shall own and shall retain all right, title and interest in and to: (a) any of its intellectual property rights, including any development thereof (including all copies, modifications, improvements and derivative works thereof, by whomever produced); (b) all of its service marks, trademarks, trade names or any other designations associated with their technology and products; and (c) all copyrights, patent rights, trade secret rights, and other proprietary rights relating to their technology and products, whether registered or not (collectively "Intellectual Property Rights"). All intellectual property rights in work or resulting from work done by or on behalf of Cyntony pursuant to this Agreement, if performed, and any subsequent modifications to same shall exclusively vest in Cyntony and/or the manufacturer.
20. PROPERTY RIGHTS -- Any tools, dies, jigs, fixtures, patterns, equipment, facilities or other property (hereafter "property") developed, procured, or utilized pursuant to execution of this Agreement, shall remain property of Cyntony and/or its manufacturer for which the party shall retain all rights of ownership.
21. ADVERTISING/NEWS RELEASES -- Buyer shall not, without first obtaining the written consent of Cyntony, in any manner advertise or publish the fact that Cyntony has furnished or contracted to furnish Buyer with the supplies hereunder, or disclose any of the details connected with this Agreement to any third party.
22. CONFIDENTIALITY AND USE OF CYNTONY FURNISHED ITEMS/INFORMATION -- Buyer agrees that it will keep confidential and not disclose, disseminate or publish the features of any equipment, tools, gauges, patterns,

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designs, drawings, engineering data, computer programs and software or technical or proprietary or confidential information furnished, loaned or bailed by Cyntony (hereinafter collectively referred to as "Items/Information"). Notwithstanding any other provision herein, Cyntony, its manufacturers and Buyer shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property. Buyer also agrees to use any designs or data contained or embodied in such Items in accordance with any restrictive legends placed on such Items by Cyntony.

23. INDEMNIFICATION. Buyer shall indemnify, defend and hold Cyntony harmless from and against any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees) arising out of or relating to any claims, causes of action, lawsuits or other proceedings, regardless of legal theory, that result, in whole or in part, from Buyer's (or any of Buyer's subcontractors, suppliers, employees, agents or representatives): (i) intentional misconduct, negligence, or fraud, (ii) breach of any representation, warranty or covenant made herein, or (iii) products or services including, without limitation, any claims that such products or services infringe any United States patent, copyright, trademark, trade secret or any other proprietary right of any third party.
24. NON-CIRCUMVENTION -- For matters pertaining to this purchase, Buyer shall not at any time prior to the expiration of three (3) years from the date of this Agreement, without the prior written consent of the Cyntony, which consent Cyntony may withhold in its sole discretion, (a) attempt in any manner to deal directly or indirectly in any manner with any of the contact persons or other individuals or companies related to this purchase including by having any part of or deriving any benefit or any aspect thereof, or (b) by-pass, compete, avoid, circumvent, or attempt to circumvent the Seller by utilizing any of the Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.
25. COMPLETE AGREEMENT; INTERPRETATION -- Buyer acknowledges that Buyer has read and understands these Terms and Conditions of Sale, General as stated, and agrees to be bound by them and that these are the complete and exclusive statement of the agreement between the parties and supersede all proposals, oral or written, and all other communications between the parties relating to the subject matter. No modification hereof shall be binding upon either party unless such modification is in writing signed by duly authorized representatives of the parties. If any part of the terms and conditions included herein is deemed contrary to, prohibited by or invalid under applicable laws or regulations, such provision shall be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect as far as possible. All headings contained in these terms and conditions are for reference purposes only and shall not in any way affect the meaning or interpretation of these terms and conditions. The applicable version of Cyntony's terms and conditions shall be the terms and conditions that were in place on the date for which a quote was issued provided the quote is valid at the time of order placement. In the case where a quote has expired, and Cyntony chooses, at its sole discretion, to honor a customer's purchase order based on the value proposed in the expired quote, the valid terms and conditions will be based on the date of acceptance of the purchase order by Cyntony.