

SAS AUTOMATION, LLC: Standard Terms and Conditions of Sale June 2008:

All goods and services supplied by SAS Automation, LLC ("SAS") are expressly conditioned on Buyer's assent to the following Standard Terms and Conditions of Sale, including any such Terms which are additional to or different from the terms of Buyer's order or any other documents submitted by Buyer to SAS. In the event that quotations, purchase orders, order acceptances, sales forms, and/or verbal expressions are used which contain terms which are in addition to, different from or inconsistent with those in these Standard Terms of Sale, the Standard Terms and Conditions of Sale shall be controlling, and any such additional, different or inconsistent terms and conditions shall be inapplicable and are hereby objected to. Receipt and acceptance by Buyer of goods supplied by SAS shall constitute acceptance and assent by Buyer of these Terms, even though such acceptance and assent is not limited to the Standard Terms and Conditions of Sale are subject to change by SAS without notice.

1. SAS reserves the right to modify or discontinue the sale of any of its products or services and to modify prices or specifications of its products or services at any time, without notice, and without obligation to Buyer. SAS shall not be liable for any damages caused by its method of processing orders for goods or services or its failure to process orders for discontinued goods and/or services.

2. Minimum Order: SAS requires a minimum order of \$25.00.

3. Purchase Orders: Verbal purchase orders are accepted from current customers with an acceptable payment history on stock items only. Written purchase orders are required for specialty or build-to-order items, or where non-stock purchases are necessary, unless the order is being paid for in advance by credit card. Written purchase orders may be faxed or sent electronically as pdf documents to SAS. All orders are subject to acceptance by SAS.

4. Credit Limits and Credit Approval: New customers are subject to credit limits of \$5,000.00 for components and stock items, and \$10,000 for End-of-Arm Tooling (EOAT) orders, unless the order is paid for in advance by credit card. New customers must complete a SAS credit application to facilitate future purchases.

A Buyer may qualify, at SAS's sole discretion, as a SAS Credit-Approved Buyer upon satisfactory completion of a new customer form, via fax or telephone, plus faxed copy of satisfactory company credit references and bank information. A SAS Credit-Approved Buyer may have an individual credit limit higher than the amounts stated above.

5. Payments: Subject to the down payment provisions and other limitations set forth in these Standard Terms of Sale, payment for goods and/or services purchased shall be due and payable to SAS Automation, LLC in U.S. dollars thirty (30) days from the date of invoice. Buyer shall pay SAS interest on all past due amounts at the rate of 18% per annum or the highest lawful rate, whichever is lower. SAS will be entitled to recover all costs involved in collection including, but not limited to, reasonable attorney fees. If SAS reasonably deems itself insecure, payment for goods and/or services purchased by Buyer shall be due and payable prior to shipment by SAS. Buyer does hereby grant to SAS a security interest in the goods sold by SAS to Buyer as security for the payment for the goods and/or services. Buyer hereby authorizes SAS to file appropriate financing statements as may be necessary under the Uniform Commercial Code ("UCC") to perfect and continue the security interest granted SAS by Buyer in the goods until such time as SAS has received full payment for the goods and/or services. Buyer shall make certain that (i) all goods sold by SAS to Buyer retain their personal property character in order not to be characterized as fixtures and (ii) if any such goods are placed on any real property subject to any mortgage, lien or encumbrance, such goods shall be expressly excluded from the terms of such mortgage, lien or encumbrance. Within thirty (30) days from the date SAS receives payment in full for the goods and/or services, SAS shall release or cause to be released any UCC financing statement that SAS and/or any supplier of SAS has and/or have filed against SAS or Buyer covering the goods.

6. Down Payments: A down payment is required for all orders over \$10,000 for EOATs, special machines, and for all build-to-order products or equipment. Terms granted will be based on potential risk incurred by SAS Automation, LLC, client credit status, and past performance to payment terms.

7. Shipping, Handling and Taxes: All shipping and handling charges are pre-paid and added to the invoice price unless otherwise agreed between SAS and Buyer.

All prices are F.O.B. SAS Automation plant, Xenia, Ohio, USA. SAS prices do not include export boxing or crating for overseas shipment, sales, excise, use, gross receipts, turnover and value added or similar taxes, tariffs, duties, levies or charges and Buyer agrees to pay and absorb the same in full. All licenses and permits, whether federal, state or local, or those of a foreign government, shall be secured by Buyer at Buyer's expense. Additional costs to modify any products in order to comply with federal, state or other governmental laws, regulations or interpretations, adopted or published subsequent to the acceptance by SAS of any order shall be borne by Buyer.

Handling charges, in addition to freight charges are as follows: \$4.95 per order for Component Orders, \$15.00 per tool for End-of-Arm Tooling (EOAT) orders, and \$45.00 per pallet for Palletized Orders. The cost of any special packing, such as crates, or special handling deemed necessary by SAS or caused by Buyer's requirement or requests shall be added to the amount of the order.

No claim for shipment shortages will be allowed unless made in writing within twenty (20) days from the date of delivery by SAS to Buyer. Claims for delay in delivery or products lost in transit shall be made by Buyer on the carrier, as SAS's responsibility ceases, and title and risk of loss passes to Buyer on delivery to the carrier.

8. Discount Program: SAS offers customers a 5% discount on most single orders greater than \$5,000, and a 10% discount on most single orders greater than \$10,000, as determined by SAS. No discounts are offered on EOAT products or services performed at the customer's site. Key Accounts and OEM discounts may also be available, but must be approved in writing by the Accounting Manager and the General Manager of SAS.

9. Price Guarantee: SAS will match any competitor's prices for stock components with proper verification. The proper verification must contain sufficient details for SAS to determine that the competitor's goods are the equivalent of the SAS product.

10. On-Site Service and Installation: Service and installation costs will be billed at \$125/hour for on-site services and at \$55/hour for travel time. A minimum of 4 hours/day will be billed. If the total of travel and on-site hours for any particular day exceeds 8 hours, or if it includes weekend hours or holiday hours, the on-site rate will be \$155/hour for that day; the rate for travel time will remain at \$55/hour. All costs associated with travel including meals, lodging, airfare, car rental, taxi, mileage, etc. will be billed to and paid by the customer.

11. Limited Warranty: Stock SAS products are warranted against defects in workmanship and materials for a limited period of ninety (90) days from the date of delivery by SAS to Buyer, excluding consumable items, such as vacuum cups, which are warranted against defects in workmanship and materials for a limited period of thirty (30) days from the date of delivery. EOAT products and machines, and other specialty machines and built-to-order products are warranted against defects in workmanship and materials for a limited period of six (6) months from the date of delivery. SAS's liability under this warranty shall be limited to repairing or replacing, at the option of SAS, any goods found by SAS upon inspection to be defective or nonconforming. Notwithstanding the foregoing, any replacement parts for EOAT products and machines, or for other specialty machines and built-to-order products, shall be limited to parts which, in the aggregate, cost no more than twenty-five percent (25%) or the original price of the product/equipment, to a maximum of \$1,000.00 (unless otherwise negotiated at the time of sale). This Limited Warranty is void if the defect in or failure of the product is the result of accident, abuse or improper use by the Buyer, or if attributable to unauthorized maintenance or repair.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, SAS PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS OR SERVICES PROVIDED BY SAS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING.

IN NO EVENT SHALL SAS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR SALES) ARISING FROM ANY CLAIM WHATSOEVER, INCLUDING ANY TORT, NEGLIGENCE OR STRICT LIABILITY CLAIM, THE LIABILITY OF SAS FOR ANY SUCH CLAIM BEING LIMITED TO THE PURCHASE PRICE OF THE PRODUCT IN QUESTION. BUYER WAIVES ANY CLAIM AGAINST SAS FOR PUNITIVE OR EXEMPLARY DAMAGES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LEGAL ACTION ARISING FROM OR IN CONNECTION WITH ANY DEFECT OR FAILURE IN ANY GOODS PROVIDED BY SAS, OR THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES PROVIDED BY SAS, MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE ACCEPTANCE OF SUCH GOODS OR SERVICES BY BUYER.

The Limited Warranty discussed above does not apply to third party products sold by SAS. Such goods may be covered by the manufacturer's warranty, and Buyer acknowledges that its sole remedy with respect to any defects in such third party products and to any other claim, including but not limited to products liability claims, related to the use, performance or non-performance of such products lies with the manufacturer of those goods.

12. Warranty Returns; Returns for Replacement Goods: Buyer must receive written authorization from SAS before returning any products for repair or replacement under warranty. Buyer shall pay to ship the defective product to SAS. SAS will then repair or replace the item, and ship it back to the Buyer at SAS's expense. Should SAS inadvertently ship the wrong goods to Buyer the Buyer should contact SAS to arrange for return of those goods for replacement with the correct goods. Risk of loss for all repaired or replacement goods shall transfer to Buyer upon delivery to the carrier at the SAS Automation plant, Xenia, Ohio, USA.

If examination and testing reveals that a product returned under warranty is not defective, SAS will return the product to the Buyer at the Buyer's expense.

13. Other Returns: Unwanted stock products and products from third parties can only be returned within thirty (30) days of the date of delivery by SAS to Buyer. Returns of stock products are subject to a fifteen percent (15%) restocking charge; returns of third party products are subject to a thirty percent (30%) restocking charge. Returns will only be accepted by SAS if SAS determines, in its sole judgment, that the goods are in re-saleable condition. The Buyer is responsible for any costs involved in shipping returned goods to SAS, and shall likewise be responsible for any shipping charges involved in shipping unacceptable returned goods back to the Buyer. No returns will be accepted after the thirty (30) day period has expired.

Any EOAT products, specialty machinery or build-to-order products/equipment may only be returned with approval by the General Manager or Engineering Manager of SAS. SAS Automation will inspect the returned items for reusable parts, and will credit the Buyer's account for the cost of any parts that can be restocked, less a thirty percent (30%) restocking fee.

14. Warning: All SAS products and components are designed to provide robotics system experts with options for system development. Before integrating any SAS product or component (or any third-party product resold by SAS) into any robotic system, system experts must assure user safety by determining that each product or component is compatible with the system. This determination can usually only be made through testing, training and a thorough safety evaluation. SERIOUS BODILY INJURY OR PROPERTY DAMAGE MAY RESULT FROM IMPROPER SELECTION, USE OR MAINTENANCE OF SAS PRODUCTS OR COMPONENTS (OR ANY THIRD-PARTY PRODUCT RESOLD BY SAS).

It is the Buyer's sole responsibility to ensure that: (a) adequate safety evaluations and precautions are made before any SAS product or component (or any third-party product resold by SAS) is integrated into any robotic system, (b) each system containing SAS products or components (or any third-party product resold by SAS) is safe for its intended use, and is used safely; and (c) system users are properly skilled, adequately trained, and given appropriate safety warnings.

15. Force Majeure: SAS shall not be liable to Buyer for any delay or failure in performance hereunder due to fires, strikes, other labor disputes, embargoes, requirements imposed by government regulations, civil or military authorities, acts of god, the public enemy, delay in transportation, material shortages or other causes which are beyond the reasonable control of SAS Automation, whether similar or dissimilar to any of the foregoing.

16. Buyer's Specifications Infringement: Where any product is manufactured from patterns, plans, drawings, designs or specifications furnished by Buyer, Buyer shall indemnify SAS against and save SAS harmless from all loss, damage and expense arising out of any suit or claim against SAS for infringement of any patent, trademark, copyright or other intellectual property right because of SAS's manufacture of such product or because of the use or sale of such product by any person. Upon SAS's request, Buyer shall appear in and assume the defense of any such litigation on behalf of SAS.

17. Governing Law: This document and the sale of all goods and services shall be governed by and construed in accordance with, and all claims related thereto shall be resolved under, the laws of the State of Ohio, USA exclusive of its rules on conflict of laws. By placing an order with SAS, you agree that any action or proceeding arising out of such order, the goods purchased from SAS, or otherwise from your relationship and dealings with SAS must be brought in the state or federal courts located in Montgomery County, Ohio, USA and you hereby consent to the exclusive personal jurisdiction of such courts.