

Business Terms and Conditions

1.1 General

The terms and conditions set forth herein (the "Terms and Conditions") govern the conditions of CIA&D's acceptance of an offer by the party identified on the purchase order attached hereto ("Customer") to form a contract of sale for services and/or products ("Deliverables"). Orders for Deliverables are only accepted by CIA&D subject to Customer's acceptance of these Terms and Conditions. Excluding only terms relating to quantity and description of Deliverables, in the case of conflict, inconsistency or addition in Customer's purchase order that is not expressly accepted and/or initiated in writing by CIA&D, the terms and conditions of sale provided herein shall be considered as superseding the conflicting, inconsistent or additional terms stated in customer's purchase order, contract or otherwise.

1.2 Pricing

Prices for all Deliverables shall be as quoted by CIA&D in writing. CIA&D will honor an outstanding quotation that it has tendered to Customer in writing for a period of thirty (30) days from the date of quotation.

1.3 Payment Terms

Invoices are payable at the place set forth on CIA&D's invoice. Unless stated to the contrary in CIA&D's invoice, all payments from Customer shall be made in U.S. dollars 100% net 30 days from date of shipment of product to customer. A finance charge of 1.5% per month will be charged on account 30 days past due, or past such other credit term as may be agreed with the customer. Terms of payment are subject to change by CIA&D on written notice thereof. The amount of credit, if any, extended to Customer by CIA&D may be changed or withdrawn at any time based solely on CIA&D's discretionary assessment of the creditworthiness of Customer.

1.4 Cancellation

In the event of cancellation by Customer of any purchase order, Customer agrees to pay CIA&D a cancellation and restocking charge equal to 40% of the order value plus an amount equal to the cost of non-cancelable purchase commitments and/or related out-of-pocket costs entered into by CIA&D with respect to the purchase order through the date of cancellation thereof.

1.5 Title and Delivery

Delivery shall be F.O.B. CIA&D's factory. Customer will pay all applicable transportation, delivery, insurance and customs clearance charges. Title and risk of loss or damage shall pass from CIA&D to Customer upon CIA&D's putting the Deliverable goods purchased hereunder in good condition into the possession of a common carrier. All claims for damage in transit must be filed by Customer directly with the carrier.

1.6 Taxes

Prices are exclusive of all federal, state or local excise, sales, use or similar taxes and therefore, are subject to an increase equal in amount of any tax CIA&D may be required to collect or pay upon the sale, licensing or delivery of the goods purchased. If exemption from such taxes is claimed, Customer must provide an appropriate certificate of exemption to CIA&D. Customer agrees to indemnify, defend and hold harmless CIA&D to the extent of any obligation imposed by law on CIA&D to pay any such aforementioned taxes in connection with any payments that may be made by CIA&D on Customer's account.

1.7 Acceptance

Customer shall examine all Deliverables immediately upon receipt of same and shall be deemed to have accepted such Deliverables as conforming to the applicable description(s) unless written notice to the contrary is delivered to CIA&D within five (5) business days of the receipt of the Deliverables by customer.

1.8 Return of Deliverables

No Deliverables shall be returned by Customer to CIA&D without first obtaining authorization and shipping instructions from CIA&D. Unless CIA&D specifically and expressly agrees in writing to the contrary, freight forwarding, transportation, insurance and any other associated shipping costs and customs clearance charges shall be paid by Customer.

1.9 Limited Warranty; Disclaimers

1.9.1 Any Deliverables sold hereunder are warranted by CIA&D to (i) be free from defects in material or workmanship and (ii) to conform in all material respects to the applicable functional specifications described in the accompanying product documentation provided by CIA&D, in each case for a period of twelve (12) months from (in the case of Deliverable goods) shipment from CIA&D's factory or (in the case of Deliverable services) from the completion of CIA&D's performance. CIA&D MAKES NO OTHER WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SUITABILITY FOR CUSTOMER'S OWN BUSINESS REQUIREMENTS OR TECHNICAL SPECIFICATIONS.

1.9.2 Notwithstanding anything in the foregoing to the contrary, in no event shall CIA&D have any warranty liability to Customer under Section 1.9.1 in respect to any defective Deliverables to the extent resulting from: (i) normal wear and tear, (ii) improper installation, storage, or maintenance by Customer or any third party, (iii) failure of Customer or any third party to observe the installation and operating instructions set forth in CIA&D's accompanying product documentation, (iii) overstressing or overloading, use of unsuitable operating environments, or any other use of the Deliverables in a manner not consistent with the functional specifications set forth in CIA&D's accompanying product documentation, (iv) any repairs or alterations made by Customer or third parties not expressly authorized by CIA&D in writing, or (v) the use of any Customer or third party equipment, parts or software in

connection with the Deliverables if not expressly authorized in CIA&D's accompanying product documentation or otherwise expressly authorized by CIA&D in writing.

1.9.3 CIA&D's sole and exclusive obligation under the limited warranty set forth in Section 1.9.1, shall be limited to repair or replacement of defective Deliverables goods or re-performance of defective Deliverable services or, at the option of CIA&D, the reimbursement of the original purchase price for such goods or services. In the event that CIA&D provides replacement, re-performance or repayment of the purchase price as aforesaid, Customer shall return any non-conforming goods to CIA&D. Any claims of defective Deliverables must be made in writing and delivered to CIA&D within twelve (12) months of delivery thereof. Except as expressly stated above, CIA&D shall have no other warranty obligation or liability of any kind. CIA&D and Customer agree and understand that the price stated for the Deliverables herein described is consideration for the limitation of CIA&D's liability for a breach of the limited warranty set forth in Section 1.9.1., and that such limitation represents a valid and reasonable allocation of commercial risk between the parties. This paragraph states Customer's sole and exclusive remedy against CIA&D for breach of warranty.

1.10 Force Majeure

CIA&D shall not be liable for delays in shipment or performance hereunder due to any cause beyond its reasonable control, including, without limitation, strikes, lockouts, labor difficulties, acts of God, wars, riots, fires, storms, earthquakes, foreign or domestic regulations or orders, court orders or any other such causes beyond the reasonable control of CIA&D.

1.11 Indemnification

Customer agrees to indemnify, defend and hold harmless CIA&D and its officers, directors, employees, stockholders, subcontractors, agents, suppliers and their respective affiliates from and against any and all claims, demands or suits by any persons and against any related damages, liabilities, cost and expenses (including attorney, accountant and expert fees and related disbursements and costs of investigation), which may arise in any manner out of (i) any Deliverables made to order to Customer's specifications, (ii) any goods or materials supplied by Customer to CIA&D in connection with the manufacture or performance of any Deliverables, or (iii) any acts or omissions (whether or not wrongful or negligent) by Customer or its officers, employees, agents or subcontractors relating to the use, misuse or inability to use the Deliverables, in each case including without limitation any claims relating to infringement of third party rights or to product liability.

1.12 Confidentiality

Customer agrees to treat at all times as strictly secret and confidential any trade secrets, specifications, drawings, blueprints, nomenclature, samples and models and any other technical, financial, sales or other business information ("Confidential Information") whenever supplied by CIA&D or learned about CIA&D in the course of performance under the purchase order and the Terms and Conditions. Customer agrees (i) not to use or reproduce the Confidential Information except for Customer's internal use necessary to the performance of the parties hereunder, (ii) not to disclose any such Confidential Information to third parties absent CIA&D's prior written consent, and (iii) to return or destroy all such Confidential Information upon request of CIA&D at any time.

1.13 Assignment

Customer may not assign this Agreement or any interest herein or any rights or obligations hereunder to any third party without the prior written consent of CIA&D at its sole discretion. Any purported assignment in violation of the foregoing provision, whether voluntary or by operation of law or otherwise, shall be null and void.

1.14 Severability

If any provision or part of a provision of this Agreement shall be held to be finally determined by a court of competent jurisdiction to be invalid or unenforceable, it shall be deleted here from, but the validity and enforceability of the remaining provisions shall not be in any way effected or impaired thereby to the fullest extent permissible by applicable law.

1.15 No Consequential Damages; Limitation of Liability

CIA&D SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES, FOR ANTICIPATED OR LOST PROFITS, INCIDENTAL, INDIRECT OR SPECIAL PUNITIVE DAMAGES, LOSS OF TIME, LOSS OF USE, OR OTHER LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH ANY DELIVERABLES PROVIDED BY CIA&D. IN NO EVENT WILL CIA&D'S LIABILITY IN CONNECTION ANY DIRECT DAMAGES RELATING TO THE DELIVERABLES PROVIDED HEREUNDER OR ANY OTHER MATTER ARISING OUT OF THE PURCHASE ORDER AND THE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT PAID TO CIA&D BY CUSTOMER UNDER THE PURCHASE ORDER.

1.16 No Solicitation

Customer agrees not to solicit the employment of any employee of CIA&D who has come into contact with customer in connection with the Deliverables provided hereunder for a period of at least 18 months following the last applicable delivery date.

1.17 Governing Law

The contract created hereby shall be governed and construed according to the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions and without regard to the United Nations Convention on Contracts for the international Sale of Goods. Each of the parties hereto agree that any action at law or in equity arising out of or relating to this contract of sale shall be filed only in state or federal court located in Boston, Massachusetts, and each party hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of the same.