1. GENERAL: The terms and conditions of sale contained herein apply to all quotations made and purchase orders, unless otherwise specified by the Buyer. Therefore, a acceptance of Buyer's order is made only on the express understanding and condition that insofar as the terms and conditions of this contract conflict with any terms and conditions of the Buyer's order, the terms and conditions of this agreement shall prevail. Any modification of these terms and conditions of sale, unless specified by the Seller, shall be ineffective unless in writing and signed by an authorized officer of the Seller before becoming binding on either the Seller or the Buyer. The said terms and conditions of sale shall be applicable whether or not they are attached or enclosed with the purchase order issued by the Buyer.

2. PRICES: All prices are quoted, all orders are accepted, and all bills are rendered exclusive of all sales tax, state and local excise, sales, use and similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future excise taxes, use or similar taxes applicable to the sale or delivery of the merchandise hereunder shall be paid by Buyer on the invoice date, and Buyer will provide Seller with a tax exemption certificate or a certificate acceptable to the taxing authorities. Such taxes when applicable will appear as separate additional items on the invoice unless Seller accepts a tax-exempt certificate from Buyer.

3. TERMS AND METHODS OF PAYMENT: When Seller has extended credit to Buyer, payments shall be made in full within thirty (30) days from date of invoice. No discounts allowed unless specifically authorized by Seller. Unless Seller has extended credit to Buyer, Buyer shall pay Seller's option either by: Cash; wire transfer (in whole or in part), COD or Sight Draft at full amount of purchase price to Seller at Seller's place of business. Letter of Credit with all costs of such credit to be paid by the Customer. Seller reserves the right at any time to charge the amount of any overdue accounts to Buyer.

4. TITLE AND DELIVERY: All risks of loss are F.O.S. point of shipment. Seller's title passes to Buyer and no risk of loss or damage is assumed by Seller after such point. The title to the goods remains with Seller until payment is made in full. Shipping costs are to be paid by the Buyer, unless specifically agreed upon in writing. The Seller confirms that the goods are delivered to the Buyer free of all liens, encumbrances or other claims.

5. SHIPMENT: All goods are shipped F.O.S. point of shipment, unless otherwise specified by Buyer. The Seller reserves the right to substitute a carrier at any time, at no additional cost to the Buyer. If the Buyer requests specific carrier or specific route, the Buyer agrees to pay any extra costs incurred. The Seller shall not be responsible for any delays in shipment due to events beyond its control, including but not limited to acts of God, labor disputes, strikes, shortages of materials or labor, war, civil disturbance, or other causes beyond the control of the Seller.

6. ASSIGNMENT: The Buyer shall not assign, sublease or otherwise transfer any rights hereunder, but the Seller may assign any of its rights hereunder without the written consent of the Buyer.

7. PAYMENT OF PURCHASE: The terms and conditions of sale shall be governed by the laws of the state in which Seller is located, unless otherwise agreed to in writing. The Seller shall be entitled to all sums due from the Buyer under these terms and conditions of sale, in addition to any interest, costs and expenses, and all such sums shall bear interest from date due at the rate of one and one-half percent per month, or as otherwise agreed to in writing.

8. LIMITATION OF LIABILITY: Seller shall not be liable for any indirect, special, or consequential damages arising from the sale or use of the goods, including but not limited to loss of profits, business, or goodwill.

9. CHANGE OF LAW: This contract shall be construed and enforced according to Oregon law, whoever in an arbitration or other civil proceedings as may be determined.

10. ARBITRATION: Except as provided above, any争议 shall be submitted to arbitration under the rules and procedures of the United States Arbitration & Mediation Service (USAMS). For such a decision in writing, in any arbitration or other civil proceedings proceeding out of this agreement.

11. COSTS AND ATTORNEY FEES: The prevailing party in any action or arbitration shall be entitled to recover, as part of any judgment or award, reasonable attorney fees and costs, including, but not limited to: litigation fees, witness fees, printing costs (if any), court costs and other expenses directly related to the action or arbitration.

12. GOVERNMENT CONTRACT: The terms and conditions of this contract shall be the laws and regulations of the United States Government.

13. EXPORT LAWS: Seller's obligations are subject to local export administration of the United States government. The Buyer shall comply fully with all such laws and regulations in the event or sale or other disposition of the goods.

14. MISCELLANEOUS: Any and all modifications of this contract shall be in writing and signed by authorized officers of the Seller and Buyer. The Buyer agrees to be bound by the terms and conditions of sale set forth herein, and the Buyer agrees to any modifications of the terms and conditions of sale set forth herein, and the Buyer agrees to any modifications of the terms and conditions of sale set forth herein.

Optima Precision Inc. — Terms and Conditions of Sale
Effective September 1998