

Comp-Utility Standard Terms and Conditions

Payment: Net-30, 1% N-10 for pre-approved customers. Payment will be made by purchaser within 30 days, from shipment/installation of goods, to CUC at 4005 Hyridge Drive, Austin, TX 78759. Interest will be paid by purchaser at 1.5% per month on monies due and not received by CUC, for each calendar month or part thereof beyond 30 days from shipment date.

Signatory warrants he/she is an authorized representative of the bill-to entity (purchaser).

Venue for litigation arising from any transaction shall be in Travis County.

Goods are not returnable to CUC without prior written consent.

Purchaser accepts goods and labor received at FOB point to be in good condition.

Tax: If sales tax is not added to total, purchaser warrants the tax number given to be appropriate for use in the transaction.

Infringement - Products sold hereunder may be used and resold without further permission with respect to seller's proprietary rights (patents, trademarks, copyrights and trade secrets), but no other license is granted under said rights. Seller agrees to indemnify, save harmless and defend purchaser against all claims of proprietary rights, infringements under United States law because of seller's or purchaser's manufacture, use or sale of any products sold by seller to meet purchaser's specifications or requirements and is not a part of seller's standard line offered in the usual course of business. In the case of such accepted product purchaser agrees to indemnify, save harmless and defend seller against all such claims of infringement. If any product sold hereunder shall include printed or graphic matter approved by purchaser, irrespective of the original matter, purchaser agrees to indemnify, save harmless and defend seller with respect to claims of infringement of proprietary rights or unfair competition because of such matter. If purchaser uses or sells abroad any product sold hereunder, purchaser agrees to indemnify, save harmless and defend seller against any charge of infringement of any foreign proprietary rights.

Security interest: Seller reserves a security interest in the products sold hereunder to secure buyers payment of the purchase price and purchaser agrees that seller may take such action as seller deems advisable to perfect such interest and that purchaser will cooperate with seller in the

taking of such action. If purchaser fails to make any payment within ten days after the due date thereof, then seller may, a) either with or without legal process in using such force as may be lawfully necessary, enter into or upon the premises where the products may be or are believed to be, and take possession thereof, b) cancel all expressed warranties and, c) pursue any alternative or additional remedies provided by law.

Waivers: No waiver by seller of any breach of any provisions hereof shall constitute a waiver of any other breach or of such provision. Seller's failure to object to provisions contained in any communication by purchaser shall not be deemed an acceptance of such provisions or as a waiver of the provisions of this contract.

Freight Policy

Delivery Terms: All shipments, except as expressly written otherwise are FOB FACTORY.

a) FOB Destination: SELLER will bear transportation charges to the SHIP TO location served by common carrier where PURCHASER's or his designee takes custody of the goods, when custody is taken at a point within the United States. If SELLER permits PURCHASER to designate route, method or agency (common carrier only) of transportation, PURCHASER will be invoiced for the difference between the transportation charges incurred by seller and an amount determined by multiplying the quantity shipped by the lowest available rate, whether carload or truckload. No transportation allowance will be made for PURCHASER pick up at any point.

b) FOB Factory: PURCHASER will bear all transportation charges, and he or his designee will take delivery of the goods at the SHIPPING POINT. If shipping arrangements are made by SELLER, except when shipped FREIGHT COLLECT or BILL THIRD PARTY, a 12% overhead fee or \$5.00, whichever is greatest, will be charged to the PURCHASER.

c) FOB Factory, Freight Allowed: SELLER will bear all transportation charges and the PURCHASER or his designee will take delivery of the goods at the SHIPPING POINT. If SELLER permits PURCHASER to designate route, method or agency (common carrier only) of transportation, PURCHASER will be invoiced for the difference for the transportation charges incurred by SELLER and an amount determined by multiplying the quantity shipped by the lowest available rate, whether carload or truckload. No transportation allowance will be made for PURCHASER pick up at any point.