

General Terms and Conditions for the OEM Proposal

In connection with the Sales quotation provided, there are certain terms and conditions required as, these requirements are outlined below:

1. PURCHASE ORDERS: Customer will provide Continental Resources, Inc. (ConRes) with a purchase order, which is non cancelable and non returnable, and related documents which expressly references the sales quotation provided with any specific configuration, bill of materials, work instructions, quantity information, and requested delivery date. All purchase orders are subject to written acceptance by ConRes.

2. TERMS: Payment terms are NET 30 days from invoice date, pending credit review. All completed systems will be invoiced on scheduled ship date as provided by Customer. ConRes reserves the right to withhold any shipment or part thereof if Customer has not fully paid for any shipment which has exceeded the payment terms, or based upon an adverse change in the credit worthiness of Customer. All pricing provided excludes applicable sales, use, VAT, GST and HST taxes. Customer agrees to pay any applicable sales tax if not tax-exempt. Customer shall provide a valid exemption certificate, which must be reviewed and approved by the ConRes Tax Department.

3. SHIPPING AND DELIVERY

3.1 All shipments are F.O.B. Shipping Point. Customer shall assume any risk of loss upon delivery of products to common carrier at ConRes warehouse. Title of product acquired shall pass to Customer upon payment in full. ConRes is not responsible for any delays in shipments beyond its control. Customer will be charged 15% of the value of any order rescheduled within thirty (30) days of shipment.

3.2 Customer may notify ConRes of any Warranty issues by contacting ConRes customer service at (800) 775-4877. A Return Material Authorization (RMA) will be provided for identification and tracking. Shipping cost incurred for return to ConRes will be the responsibility of the Customer.

4. PRICE AND AVAILABILITY CHANGES: Due to the volatile nature of this industry, certain components are subject to substantial price and availability fluctuations. Therefore the accompanied quote is only valid for seven (7) business days from the date on the proposal. ConRes reserves the right to pass on price increases to the Customer. The Customer will be notified ten (10) days in advance of any pending price changes.

5. SYSTEM AND COMPONENT SPECIFICATION CHANGE: ConRes may not make changes to systems and components without prior written approval from or notice to Customer. ConRes will supply sample equipment for Customer to approve. Customer is responsible for determining if any change impacts backward compatibility or certifications, and ConRes assumes no liability for any related issues after Customer approves the sample. ConRes will inform the Customer of pending technology changes. Customer, if material availability permits, will be given an opportunity to contract for a "last time buy" of affected Components.

6. INVENTIONS: ConRes retains all rights and ownership over the use of any inventions, production techniques, and design specifications created by ConRes and used in producing products for Customer. Customer shall by all appropriate means, prevent unauthorized disclosure, publication, display or use of ConRes products. Customer shall not copy, modify or reverse engineer any ConRes products. ConRes shall not copy, modify or reverse engineer any Customer's Products. ConRes shall not be responsible for any actions of Customer's customers' made in violation of this agreement. ConRes and Customer must sign and agree to a mutual non-disclosure agreement.

7. WARRANTY: The Warranty period commences at the time of shipment from ConRes. ConRes will pass through the Warranty it receives from its suppliers for material and will provide labor at the Depot.

8. LIMITATION OF LIABILITY: IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT OR LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL CONRES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF EQUIPMENT OR GOODS OR DOWNTIME COSTS. NO OTHER WARRANTY EXPRESSES OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY TO EQUIPMENT AND GOODS SOLD.

9. GOVERNING LAW: This Agreement and its formation and interpretation, disputes concerning any Customer order (whether pursuant to this Agreement or otherwise), and otherwise the relationship of the Customer and ConRes, all shall be governed by, and interpreted and enforced in accordance with: (i) to the extent applicable, the United Nations Convention on Contracts for the International Sale of Goods, as amended and in effect from time to time (the "CISG"), and (ii) otherwise, the internal domestic laws of the Commonwealth of Massachusetts, USA without reference to its choice or conflict of laws provisions.

10. INDEMNIFICATION: Each party hereby indemnifies and agrees to defend and hold the other party and their respective directors, officers, agents and employees (collectively, "Affiliates") harmless from and against any (a) loss damage, claim, liability and costs (including attorney fees and disbursements) arising from breach, default or violation by provider of any of its' obligations under this agreement or (b) damage to any property or injury to or death from the other party arising from or in connection with the performance of this agreement.

11. TERMINATION: Either party shall have the right to terminate this agreement (a) if the other party fails to adhere to, or violates, the general terms of this agreement and (b) sixty (60) days written notice is given to the other party. In addition, should this agreement be terminated by the Customer, here under any components acquired under the terms of this agreement shall be paid for by the Customer at the time of Termination. Waiver of any breach or failure to enforce any term of this agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur.

12. NON-DISCLOSURE AGREEMENT: In connection with this agreement, Customer shall execute a ConRes Non-Disclosure Agreement.

All international shipments require a completed end user statement.

FOR DETAILED EXPLANATION OF TERMS AND CONDITIONS PLEASE GO TO CONRES.COM

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall prevail notwithstanding any different, conflicting or additional terms and conditions which may appear on any purchase order or form submitted by Customer, except that quantities, dates, installation location (shipping destinations) and means of transportation may be specified by Customer's order and ConRes acknowledgement thereof.

The terms and conditions of this Agreement supersede the ConRes standard Terms and Conditions. No other terms shall exist unless it is agreed to by both parties in writing and is attached herein to this agreement.