1. Acceptance. Should Customer receive merchandise or services by placing an order for, and accepting delivery of, merchandise and services provided by PrintJet Corporation (herein "PJC"), Customer shall be deemed to have accepted all Terms and Conditions of Sale stated herein.

2. Limited Warranties, Remedies and Limitations.

a. PJC warrants to Customer that, at the time of delivery, the merchandise sold hereunder is free from defects in material and workmanship. PJC’s liability under this warranty is limited to the repair or replacement of any defective merchandise, which is returned to PJC by Customer. Customer will be billed for all labor and materials expended in connection with warranty service. PJC’s discretion as to the method of replacement (ie: new or reconditioned) and to the method of repair (ie: direct labor or an allowance for labor charges) is allowable. Customer must be able to present proof of purchase in order to receive warranty service. These fees are to be tabulated throughout the installation with a final invoice for stand-by time to be billed at $135.00 per hour. Time spent before or after these times are to be billed at $135.00 per hour. In the event of failures identified during the testing process, if a loaner/trial part is not returned within 10 days of delivery, full payment (at list price) will be due for the limited warranty parts.

b. PJC waives its right to require a deposit on materials or services furnished hereunder. It is hereby understood and agreed that no forum non conveniens defense shall apply to any such action. PJC shall be awarded its costs and attorney fees in the event PJC prevails in any action brought by a Purchaser of merchandise or services hereunder.

3. Entire Agreement. The terms and conditions, representations, warranties, covenants and agreements herein set forth are intended to supersede all previous oral or written agreements, except as amended and/or changed in writing signed by authorized representatives of the parties hereto. The parties agree to execute a bill of sale and an assignment agreement for the said equipment.

4. Force Majeure. PJC will not be liable for any delay in delivery, shipment of merchandise, or for any damages suffered by Customer by reason of such delay, when such delay is directly or indirectly caused by or in any manner arises from fires, floods, accidents, acts of God, war, governmental interference, embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these hereinbefore specified) beyond the reasonable control of PJC. All such losses and damages shall be borne by PJC.

5. Occupational and Safety Health Act. PJC does not warrant that its merchandise complies with any rules or regulations of the Occupational Safety and Health Act of 1970. In the event that the customer's merchandise listed on this Order violates any rules and/or regulations of the Occupational Safety and Health Act or if said merchandise violates any state or local statutes, ordinances, rules or regulations which deal with the same or similar subject matter as the said Act, Customer agrees to take no action whatever against PJC for any and all losses suffered by Customer which are the direct or indirect result of any penalties, fines or sanctions imposed on the Customer for said alleged violations. Customer further agrees to provide PJC technicians with necessary safety training and safety equipment as required to perform work in the Customer's facility.

6. Limitation of CONSEQUENTIAL Damages. PJC's sole obligation and the purchaser's exclusive remedy with respect to products proved to PJC's satisfaction to be defective or nonconforming shall be the return of such products to PJC, and refund of the purchase price actually paid therefore by the Customer. PJC shall not be subject to any other liabilities or damages, whether in contract or in tort, including negligence (whether direct or indirect), strict liability in tort, or under any other theory of law, with respect to goods sold or technical services rendered by PJC, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, in no event shall PJC be liable for any punitive, exemplary, incidental, indirect, or consequential damages, or for any economic loss and for claims of the purchaser's customers or any other third party for any such damages. PJC SHALL NOT BE LIABLE FOR AND DISCLAIMS ALL CONSEQUENTIAL, INCIDENTAL AND CONTINGENT DAMAGES WHATSOEVER.

7. Indemnification. The Customer shall indemnify PJC from and against any and all losses, damages and expenses (including attorney's fees and other costs of defending any action) that may result from their acts or omissions in performing any contract, warranty, tort (including negligence and strict liability) or other theories of law, with respect to goods sold or technical services rendered by PJC, or any undertakings, acts or omissions relating thereto. Without limiting the generality of the foregoing, in no event shall PJC be liable for any punitive, exemplary, incidental, indirect, or consequential damages, or for any economic loss and for claims of the purchaser's customers or any other third party for any such damages.