

**COLUMBUS JACK/REGENT
STANDARD TERMS AND CONDITIONS**

1. Terms and Conditions. Columbus Jack/Regent, Inc. (“Columbus Jack”) and customer and each successor, assignee, affiliate and representative thereof (hereinafter referred to as “Customer”) agree that these standard terms and conditions to the sale by Columbus Jack of its Products (as defined below)(the “Standard Terms and Conditions”) shall govern Customer’s Purchase Order (as defined below) and any other document that Customer may heretofore have sent or later send to Columbus Jack (collectively, the “Customer Documents”). Fulfillment of Customer’s Purchase Order is expressly conditioned upon Customer’s acceptance of these Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of (a) Customer’s issuance of a Purchase Order upon receipt of these Standard Terms and Conditions or (b) Customer’s failure to object in writing within ten (10) days after later receipt of such Standard Terms and Conditions notwithstanding: (i) the inclusion of different or additional terms and conditions in or on the Customer Documents, (ii) Columbus Jack’s shipment to Customer of the Product set forth on the Customer Documents or (iii) Columbus Jack’s acceptance of the purchase price set forth on the Customer Documents.

2. Modification or Rejection of Inconsistent Terms. The Standard Terms and Conditions may not be modified, altered or added to except with Columbus Jack’s prior written consent, signed by a duly authorized representative of Columbus Jack. If there shall be any inconsistency or conflict between the Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Columbus Jack rejects such inconsistent or conflicting terms, and the Standard Terms and Conditions shall govern and control.

(a) **Definitions.** For purposes of these Standard Terms and Conditions, the following terms and phrases shall have the meaning ascribed thereto: (a) “Invoice” means the document sent by Columbus Jack to Customer requesting payment for the Product delivered to Customer; (b) “Order Confirmation” means Columbus Jack’s confirmation of Customer’s Purchase Order to which the Standard Terms and Conditions are attached; (c) “Product” means the product ordered by Customer from Columbus Jack, which is described on the Order Confirmation or some other document issued by Columbus Jack in relation thereto; (d) “Purchase Order” means Customer’s acceptance of the Quote; (e) “Quote” means the offer sent by Columbus Jack to Customer in response to Customer’s request for a quote, which shall be governed by these Standard Terms and Conditions, even if the Quote does not reference these Standard Terms and Conditions.

3. Quotations and Prices.

(a) **Quotation Period.** The Quotation for the Products are firm for either ninety (90) days from the date thereof or the period set forth in the Quotation, whichever period is shorter in duration. All typographical or clerical errors are subject to correction, and all credit and finance terms and any other terms or descriptions set forth in the Quotation are subject to review by and approval of Columbus Jack management.

(b) **Customer’s Purchase Order.** Customer’s order will become a firm order upon Columbus Jack’s receipt and acceptance of the Purchase Order that references the Quotation and any down-payment required by the Quotation. Columbus Jack’s acceptance of Customer’s Purchase Orders, contracts, and down payment(s) and Columbus Jack’s performance thereunder are expressly conditioned upon such approval and Customer’s compliance with all applicable statutes, codes, and regulations affecting the Products. If approval is not granted, any down payment(s) will be refunded without interest.

(c) **The Price.** Unless expressly indicated otherwise on the face of the Quotation, the price does not include, and Customer shall be responsible for, (1) any and all taxes incurred on the sale of the Products (including without limitation all taxes based on gross receipts (e.g., sales, use, excise, value-added, stamp, transaction, or similar taxes); (2) all costs incurred for governmental approvals or permits required for the purchase, installation, and use of the Products at the installation site; and (3) all costs incurred for special transport.

4. Delivery and Shipment. Unless otherwise specified by Columbus Jack, all prices quoted are F.O.B. carrier at Columbus Jack’s place of business. Upon delivery of the Product to the carrier for shipment to Customer, title, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Columbus Jack reserves the right to ship the Product on common carriers selected from those carriers having specific authority to serve Columbus Jack. Delivery time quoted is based on factory lead time at the time of Quotation and are, therefore, estimates only.

5. Taxes. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Columbus Jack may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing or importation of the Columbus Jack Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Columbus Jack. Columbus Jack shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges that may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Columbus Jack to ship or deliver the Columbus Jack Product at the time, in the quantity, and/or in the manner specified in the Columbus Jack Standard Terms and Conditions. If applicable, Customer shall provide written evidence of its tax exempt status.

6. Payment. Except as otherwise provided in the Invoice, payment for the Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If Columbus Jack pays shipping costs for special shipping requests, including, but not limited to,

requests for overnight shipping, Columbus Jack may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Product. All payments shall be in U.S. Dollars, without offset, back charge, retention, or withholding of any kind.

7. Late Payment and Inability to Pay. All invoices shall be payable within the terms stated on the Invoice. Any amounts not paid when due will be subject to interest at the rate of One Percent (1.0%) per month or the highest non-usurious rate permitted by applicable law, whichever is less. If, at any time, Columbus Jack determines that Customer does not have satisfactory financial ability to perform under these Standard Terms and Conditions, then Columbus Jack has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Columbus Jack, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Columbus Jack has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.

8. Default. In addition to the rights and remedies conferred upon Columbus Jack by law or in equity, Columbus Jack shall not be required to proceed with the fulfillment of any Purchase Order or the performance of any contract if Customer is in default in the performance of any order or contract with Columbus Jack, and in cases of doubt as to Customer's financial responsibility, shipments under such Purchase Order may be suspended or sent sight draft with bill of lading attached by Columbus Jack. Additionally, in the case of subsequent orders or, in the case of open Purchase Orders, Columbus Jack is not required to proceed with the fulfillment of any subsequent order or perform such open Purchase Order if Customer is in breach with regard to any prior fulfilled orders, including, without limitation, non-payment.

9. Insolvency. Columbus Jack may immediately cancel the Purchase Order without liability to Customer (except to refund any down payments received) in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.

10. Credit Balance. Customer agrees that any credit balance that is related to Customer's purchase of manuals from Columbus Jack will be applied within one (1) year of its issuance. If not applied or requested within one (1) year, any credit balance remaining will be subject to cancellation, and Columbus Jack shall have no further liability.

11. Change Orders. If Customer at any time makes changes to the order and Columbus Jack agrees to accept any such changes and any such changes cause an increase or decrease in the cost or the time required for the performance of this order, an equitable adjustment shall be made in writing accordingly.

12. Cancellation. Purchase Orders cannot be terminated, cancelled or modified, or shipment deferred after acceptance of Customer's Purchase Order by Columbus Jack, except with Columbus Jack's written consent and subject to the conditions described in this Section. If Customer cancels the Purchase Order with or without Columbus Jack's consent, Customer may be liable for any loss (including loss of profit) suffered by Columbus Jack by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Columbus Jack may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Products which prior to such cancellation have been completed in accordance with the Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Columbus Jack in furnishing the Product; and (c) an amount equal to Columbus Jack's lost profit. In the event of Customer's failure or refusal to accept the Product, or other default either before or after delivery to carrier, Columbus Jack may, without notice, retain or repossess the Product and require that Customer pay to Columbus Jack the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.

13. Delays. Columbus Jack shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, in whole or in part, from acts of God, acts of war, acts of terrorism (whether actual or threatened), governmental decrees or controls, insurrections, epidemics, quarantines, labor disruptions, shortages, communication or power failures, fire, accident, explosion, inability to procure or ship product or obtain permits and licenses, supplies or raw materials, severe weather conditions, catastrophic events or Customer delays. If there is any such delay or nonperformance, then Columbus Jack, upon notice to Customer, may, at its option, and without liability, revoke all or any portion of its acceptance of Customer's Purchase Order and/or extend any date upon which any performance thereunder is due. In the event that manufacturing or selling capacity of Columbus Jack is curtailed by reason of any such cause, Columbus Jack reserves the right to allocate, in its business judgment, such products as may be available among its customers, including customers not then under contract. However, Columbus Jack shall use commercially reasonable efforts to give written notice to the Customer whenever such contingency or other act becomes reasonably foreseeable.

14. Unavailability of Products. In the event any orders accepted hereunder for Products that are discontinued or are otherwise unavailable to Columbus Jack at the time of delivery, Columbus Jack may notify Customer and may, in its sole discretion and without liability to Customer, terminate the Quote as to the unavailable Products.

15. Intellectual Property Rights and Confidentiality. Other than as expressly provided in writing, nothing herein will give Customer any right, title, or interest in the intellectual property of Columbus Jack. The purchase of Products from Columbus Jack shall not entitle

Customer to use, register, or otherwise identify Customer or its business with the name, trademark, service mark or other identity of Columbus Jack without express written permission from Columbus Jack. All such marks and goodwill associated with such marks remain the sole and exclusive property of Columbus Jack. Customer shall not remove, alter, or change any trademarks, markings or symbols embedded by Columbus Jack on or in any Products. Customer shall not, and shall not authorize any third party to, modify, alter, reverse engineer, disassemble, or decompile the Products.

16. Warranty and Warranty Disclaimer. The Products are subject to that certain warranty set forth on the Columbus Jack website (www.columbusjack.com) (the "Limited Warranty"), and Customer hereby expressly agrees that Customer's sole and exclusive remedy against the Columbus Jack shall be for the repair and replacement of defective Products as provided therein. **EXCEPT FOR THE LIMITED WARRANTY FOR THE PRODUCTS, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. COLUMBUS JACK SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM COLUMBUS JACK, WHETHER GRANTED PURSUANT TO THE LIMITED WARRANTY OR BY OPERATION OF LAW, SHALL BE NULL AND VOID IF THE PRODUCT IS MODIFIED AFTER ACCEPTANCE.** Columbus Jack's warranty does not apply to any Products that have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Columbus Jack or one of Columbus Jack's authorized agents. In no event shall Columbus Jack be responsible for the quality or performance of any goods manufactured by other parties; such goods shall carry only the warranty of the manufacturer.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, CUSTOMER AGREES THAT COLUMBUS JACK AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE PRODUCT OR ANY USE OR RESULTS GENERATED THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. CUSTOMER AGREES TO INDEMNIFY COLUMBUS JACK AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY COLUMBUS JACK, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE PRODUCT. Any claim by Customer with reference to the Products sold pursuant to the Purchase Order shall be deemed waived by the Customer unless submitted in writing to Columbus Jack within the earlier of (i) five (5) days following the date Customer discovered, or by reasonable inspection should have discovered, any claimed breach of the foregoing warranty, or (ii) thirty (30) days following the date of shipment. Any cause of action for breach of the foregoing warranty shall be brought within one (1) year from the date the alleged breach was discovered or should have been discovered, whichever occurs first.

18. Customer Designs. With respect to materials and goods made in accordance with a design furnished by Customer, Customer agrees to defend, protect and save harmless Columbus Jack and each of its officers, directors, affiliates, agents, successors, assigns and any customers and users of the Products from and against any and all claims, actions, demands, suits, litigation or other disputes, in law or in equity, and from all damages, claims and demand for actual or alleged infringement of any United States or foreign patent, any copyright, or any alleged unfair competition resulting from similarity in design, trademark or appearance, by reason of the use of a design furnished by Customer, including without limitation, court cost and attorney's fees, royalties, or profits and punitive damages.

19. Safety Information: Columbus Jack has supplied or made available to Customer certain information relating to safety conditions and procedures (including but not limited to MSDS) concerning the Product that are the subject of the Purchase Order, and Customer acknowledges receipt thereof and further acknowledges that it has reviewed and understands same.

20. Choice of Law, Venue, Attorneys Fees and Limitation on Claims. The Standard Terms and Conditions shall be governed by the laws of the State of Ohio, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Customer irrevocably submits to the exclusive jurisdiction of the courts of the State of Ohio, United States, located in the County of Franklin, and the United States District Court in and for the Southern District of Ohio for the purpose of any suit, action, proceeding or judgment relating to or arising out of these Terms and Conditions and the transactions contemplated hereby. Customer irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court, irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts, and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. **EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THESE TERMS AND CONDITIONS AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.** In the event Customer shall default in its obligations under the Standard Terms and Conditions, Customer shall be liable for Columbus Jack's cost of collection, including, without limitation, reasonable attorneys' fees. Except as otherwise provided in the Standard Terms and Conditions, any legal action by Customer with respect to any transaction must be commenced within one year after the cause of the action has arisen.

21. Miscellaneous. If any part of the Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Standard Terms and Conditions, which shall remain valid and enforceable according to their terms. The Standard Terms and Conditions, together with any other terms and conditions that Columbus Jack publishes or makes available to Customer (a) on an Invoice or a packing slip, (b) on any document including, without limitation, those involving extension of credit by Columbus Jack, or export of products, represent the entire agreement between the parties and shall supersede all written statements, agreements, and understandings between Columbus Jack and Customer. The waiver by Columbus Jack of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. The provisions stated in these Terms and Conditions are for the sole benefit of Columbus Jack and Customer, and confer no rights, benefits or claims upon any person or entity not a party hereto. The relationship between Columbus Jack and Customer shall be that of vendor and vendee. Customer and its agents and employees are not partners, joint venturers, franchises, agents, employees or representatives of Columbus Jack. Customer may not enter any promise, warranty, contract or other commitment for Columbus Jack or obligate Columbus Jack to third parties. Customer agrees not to ship, transfer or export Products into any country or use Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations. All rights granted to Columbus Jack hereunder shall be in addition to, and not in lieu of, Columbus Jack's rights arising by operation of law. Customer shall not transfer or assign its interests under the Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Columbus Jack's prior written consent, signed by an authorized representative of Columbus Jack.