



TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY OF MEDIA SERVICES GROUP LLC, INC. ("MEDIA SERVICES GROUP") SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE INTERNAL LAWS OF THE STATE OF MAINE AND THE UNITED STATES OF AMERICA. THE RIGHTS AND OBLIGATIONS OF ALL PARTIES AND ALL PERSONS OR ENTITIES CLAIMING HEREUNDER SHALL NOT BE GOVERNED BY THE PROVISIONS OF THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF PRODUCTS. ANY ACTION OR PROCEEDING ARISING HEREUNDER MAY BE BROUGHT IN THE COURTS OF THE STATE OF MAINE OR THE U.S. DISTRICT COURT FOR SOUTHERN MAINE.

- 1. CONDITIONS OF SALE:** The terms and conditions of sale of the goods ("products") are as indicated herein unless otherwise specifically stated by MEDIA SERVICES GROUP in writing. All shipping terms shall have the meaning set forth in the Uniform Commercial Code of the State of Maine, and if such shipping term is not there defined, then as set forth in INCOTERMS 1990, published by the International Chamber of Commerce, Paris, France.
- 2. TERMS OF SHIPMENT:** All shipments are made Ex Works point of origin unless otherwise specifically stated by MEDIA SERVICES GROUP in writing. All shipments are made in the manner determined by MEDIA SERVICES GROUP, unless otherwise requested by BUYER, in which case resultant additional charges and expenses also shall be paid by BUYER unless there is prior agreement otherwise in writing by MEDIA SERVICES GROUP. The BUYER is responsible for payment of any U.S. and other customs duty and similar or related charges. MEDIA SERVICES GROUP reserves the right to ship in installments, and all such installments, when separately invoiced, shall be paid for when due per invoice, without regard to subsequent shipments.
- 3. PRICES:** All prices and amounts are payable in U.S. Dollars. Prices are subject to adjustment prior to the time of shipment, should shipment be delayed by the BUYER. Prices do not include any sales, use, excise, or similar taxes. Any such tax applicable to products sold by MEDIA SERVICES GROUP quotation, bid or proposal, or a resultant Purchase Order or Sales Order will be billed to and paid by the BUYER as separate and additional items on MEDIA SERVICES GROUP invoice.
- 4. CHANGES IN DESIGN:** MEDIA SERVICES GROUP reserves the right to modify or change the products in whole or in part, at any time prior to the shipment thereof, in order to include therein electrical or mechanical refinements deemed appropriate by MEDIA SERVICES GROUP, but without incurring any liability to modify or change any product previously delivered, or to supply new products in accordance with earlier specifications.
- 5. PURCHASE ORDERS AND OTHER DOCUMENTS OF PURCHASER:** Changes of these Terms and Conditions of Sale and Limited Warranty initiated by the BUYER, such as on Purchase Orders, shall not be considered effective until mutual agreement has been reached in writing between the BUYER and MEDIA SERVICES GROUP concerning the effect of said changes on price, shipment, or other terms and conditions of the Purchase Order or other document.



6. **TERMS OF PAYMENT:** Unless otherwise expressly provided in MEDIA SERVICES GROUP's order confirmation, BUYER shall pay MEDIA SERVICES GROUP as follows: (a) 30% down upon order placement, (b) 60% before delivery to BUYER, and (c) 10% within 30 days after delivery by BUYER, but in no event later than 45 days after the product is shipped. In addition to all other rights of MEDIA SERVICES GROUP, BUYER shall pay MEDIA SERVICES GROUP interest at the rate of 1-1/2% per month until paid in full, on all balances past due for more than 30 days. If any USED equipment is purchased from MEDIA SERVICES GROUP the terms will be 100% before leaving the current facility.
7. **PACKAGING:** All products shall be shipped in standard commercial packaging, unless otherwise expressly provided on BUYER's Purchase Order and accepted by MEDIA SERVICES GROUP. The cost of all packaging shall be charged and invoiced separately and shall be paid by BUYER.
8. **SHIPMENT AND DELIVERY:** All shipments hereunder are subject to the U.S. Export Administration Act, as amended, the regulations there under and all other laws of the United States and other affected countries concerning exports and imports. Damage and risk of loss of any kind or nature after delivery by or for MEDIA SERVICES GROUP to the carrier shall be at the Buyer's sole risk, and MEDIA SERVICES GROUP shall not be obligated to procure or furnish insurance covering any shipment. Furthermore, in the event MEDIA SERVICES GROUP arranges shipment, such will only be done at the BUYER's request, and damage and risk of loss of any kind or nature after delivery by or for MEDIA SERVICES GROUP to the carrier nevertheless shall remain the BUYER's sole risk and responsibility. Every reasonable effort will be made by MEDIA SERVICES GROUP to effect shipment or delivery within the time specified on MEDIA SERVICES GROUP's Quotation or Purchase Order acknowledgment, provided, however, that MEDIA SERVICES GROUP shall not be liable for any delay or default due to causes beyond its control or due to the BUYER's fault or negligence. BUYER shall be liable and pay for any additional transportation charges incurred because of BUYER's request to use expedited means of shipment.
9. **LIMITED WARRANTY: NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SHALL APPLY TO ANY PRODUCTS, GOODS, EQUIPMENT, MACHINE, SPARE PART, REPLACEMENT PART, OR EXPENDABLE OR CONSUMABLE PART PURCHASED BY BUYER FROM MEDIA SERVICES GROUP, EXCEPT AS EXPRESSLY PROVIDED HEREINBELOW:**
 - a. BUYER understands there is absolutely no warranty on any equipment or spare part sold by MEDIA SERVICES GROUP. If MEDIA SERVICES GROUP sells any equipment or parts that has a warranty from a SUPPLIER, all warranty issues will be directed by the BUYER to the SUPPLIER of the equipment.
 - b. **NO WARRANTY WHATSOEVER APPLIES TO ANY EXPENDABLE OR CONSUMABLE PART WHETHER SOLD SEPARATELY OR AS A COMPONENT OF A COMPLETE MACHINE.**
 - c. MEDIA SERVICES GROUP shall have no responsibility whatsoever for any damage or condition caused by ordinary wear and tear, accident, or by BUYER's fault or negligence, including



but not limited to improper installation by or in behalf of BUYER or the use of any unsuitable part or attachment.

d. MEDIA SERVICES GROUP's sole obligation hereunder shall be to repair or replace, at MEDIA SERVICES GROUP's option and without charge, the warranted machine or part which within the applicable warranty period is proven to MEDIA SERVICES GROUP's satisfaction to have been defective.

10. **LIMITATION OF DAMAGES: IN NO EVENT SHALL MEDIA SERVICES GROUP BE LIABLE FOR ACTUAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR SIMILAR DAMAGES TO PERSONS OR PROPERTY, NOR SHALL MEDIA SERVICES GROUP'S LIABILITY IN ANY EVENT EXCEED THE PRICE PAID TO MEDIA SERVICES GROUP FOR THE PRODUCT WHICH GAVE RISE TO THE CLAIM.**

11. **RETURNS:** No product may be returned for credit without a written return authorization from MEDIA SERVICES GROUP. Returned goods will be assessed a 15% restocking charge, plus the actual costs, if any, for refurbishing or packaging as MEDIA SERVICES GROUP deems necessary. MEDIA SERVICES GROUP assumes no responsibility for unauthorized returns. Any other customs duty and similar or related charges for returned products shall be BUYER's responsibility. Damage and risk of loss of every kind and nature respecting returns shall be at the BUYER's sole risk.

12. **ERRORS:** MEDIA SERVICES GROUP reserves the right to correct clerical and typographical errors in any quotations, order confirmations, invoices, and product publications.

13. **SECURITY INTEREST:** In order to induce MEDIA SERVICES GROUP to ship products without full payment, BUYER grants a security interest to MEDIA SERVICES GROUP in any and all of BUYER's right, title and interest in the products, and BUYER agrees to comply with any reasonable request of MEDIA SERVICES GROUP to perfect such security interest. BUYER hereby further authorizes MEDIA SERVICES GROUP to perfect MEDIA SERVICES GROUP's security interest in said products and consents to the filing of one or more financing statements without the signature of BUYER.

14. **CANCELLATION:** In the event of cancellation or rescheduling by the BUYER , the following charges, calculated as a percentage of the total contract price, become applicable and are payable thirty (30) days after cancellation: 90% within 30 days prior to scheduled ship date; 60% within 31 to 90 days prior to scheduled ship date; 30% within 91 to 120 days prior to scheduled ship date; 20% within 121 to 180 days prior to scheduled ship date; 10% 181 or more days prior to ship date. In the case of USED or DEMO systems, the BUYER can not cancel any order after a deposit has been received.