



2012 International Standard Terms and Conditions of Sale

1. **CONTRACT.** ANY ACCEPTANCE BY INFOSIGHT CORPORATION (INFOSIGHT) OF THE BUYER'S ORDER IS EXPRESSLY CONDITIONAL ON THE BUYER'S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED HEREIN. Quotations issued by an INFOSIGHT field office or Sales Representative are not offers and should not be construed as offers to sell. Such quotations issued are not binding on INFOSIGHT unless expressly confirmed in writing by INFOSIGHT headquarters at Chillicothe, Ohio. All orders are received subject to acceptance by INFOSIGHT at said Headquarters.
2. **PRICES.** (a) The prices of sale shall be those currently in effect, as established by INFOSIGHT price books, bulletins, quotes and other authorized documents. (b) The prices shown in published price lists and other published literature issued by INFOSIGHT are not offers to sell and are subject to change without notice. (c) Prices stated in the contract are firm except where delivery and/or performance by INFOSIGHT is specified to occur after or is excusably delayed beyond the six (6) months period immediately following the date of contract. In such case, contract prices shall be adjusted to reflect those INFOSIGHT prices or rates in effect at time of such delivery or performance. (d) All prices are in U.S. Dollars and FOB origin, freight prepaid, charged back. Ocean freight shipments are CIF designated port. Buyer owns goods in transit and must file damage claims. INFOSIGHT pays freight costs but then recovers those costs by adding them to Buyer's invoice. Payments will be made in U.S. Dollars and INFOSIGHT may request an irrevocable commercial letter of credit placed against an inland bill of lading or certificate of manufacture, in case of delayed shipment.
3. **EXPEDITING CHARGES.** In stock/on the shelf spare parts, tags, inks or solvents requiring same day or next day shipment are considered "expedited". Out of stock/off the shelf spare parts, tags, inks or solvents required in less than 10 days are considered "expedited". Charges for expedited materials are \$100 or 10%, which is greater. This applies only to spare parts, tags, inks and solvents. Systems are not included.
4. **TAXES.** The INFOSIGHT prices do not include any applicable sales, use, excise, or similar taxes; and any such taxes which INFOSIGHT may now or hereafter be required to pay or collect shall be billable to the Buyer as a separate item unless the Buyer has furnished the Company with a tax exemption certificate acceptable to the taxing authorities.
5. **DUTIES.** The INFOSIGHT prices do not include any import duty that may be required to ship INFOSIGHT equipment into a foreign country or to import foreign manufactured equipment for resale in another country. If INFOSIGHT is required to pay such duties, it will be billed to the Buyer as a separate item.
6. **INSTALLATION.** Unless specifically quoted and agreed to, the INFOSIGHT prices for equipment do not include an allowance for installation and/or final on-site testing, training or adjustment. Any such service performed by INFOSIGHT shall be billable to the Buyer as a separate item at the published INFOSIGHT Field Service rates.
7. **ADDITIONAL MATERIALS & EQUIPMENT.** The INFOSIGHT prices for equipment do not include planking, concrete, steel plate or other mounting materials including conveyors and other materials handling equipment unless specifically noted in the formal quotation. The Buyer will be responsible for supplying and connecting all utilities including potable water, clean air, and electricity to the INFOSIGHT supplied equipment. The Buyer will also be responsible for computer data links in the event the INFOSIGHT supplied equipment is to interface with a host computer or other Buyer supplied equipment or controls.
8. **PAYMENT.** Unless otherwise expressly stated in the INFOSIGHT acceptance of purchase order, payment will be made by an irrevocable letter of credit. When net 30 days payment is used, past due amounts are subject to a service charge of 1.5% per month or fraction thereof. INFOSIGHT reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in INFOSIGHT's opinion, circumstances do not warrant shipment under the terms originally specified in the contract documents. The unpaid balance of this contract shall immediately become due and payable for, (a) any attempt to Buyer to sell or transfer possession of INFOSIGHT furnished equipment; (b) removal by Buyer of INFOSIGHT furnished equipment; (c) upon loss or destruction of the machines; (d) failure by Buyer to make payments as provided for in contract; (e) impaired credit of the Buyer as determined in the sole judgment of INFOSIGHT. INFOSIGHT may enter any facility and repossess this equipment without legal process and retain as rental all monies paid.
9. **SECURITY INTEREST.** INFOSIGHT retains a security interest in the equipment furnished by it under the contract until the full purchase price has been paid. No equipment furnished by INFOSIGHT shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due gives INFOSIGHT the immediate right to possession and removal of the equipment without legal process and without being guilty of forcible entry and detainer. INFOSIGHT, at its option, may elect to retain as rental all monies paid.

10. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. INFOSIGHT will use its best efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so due to fire, war, civil commotion, strikes, failure of transportation, any act of God or other cause beyond its control. In the event of any delay in delivery caused by the Buyer, INFOSIGHT will store and handle all items ordered at the Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price, on or after the date on which the equipment is ready for delivery. This amount will become due and payable in full within 30 days from invoice date. A monthly storage and extra handling charge of 1% per month or any fraction thereof will be applied. The contract price covering stored equipment shall be billable as a separate item.
11. **SHIPPING.** Unless otherwise provided in the contract, INFOSIGHT will select the method of transportation and routing for equipment sold FOB place of origin and freight charges including but not limited to packing, crating and all applicable insurance premiums shall be added to the invoice amount.
12. **CHANGES.** Buyer may, with the express written consent of INFOSIGHT, make changes in the specifications for equipment or work covered by the contract. In the event that INFOSIGHT accepts such changes, the changes will be noted in writing and the contract price and delivery dates shall be equitably adjusted. INFOSIGHT shall be entitled to payment for reasonable costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes, plus INFOSIGHT's usual profit thereon.
13. **CANCELLATION.** Equipment or work which remains to be furnished under the contract may be cancelled by the Buyer only with the express written consent of INFOSIGHT. In the event of such cancellation, INFOSIGHT is entitled to payment for the cost and expenses, with normal overhead, incurred by it in connection with the equipment or work so-cancelled, plus an amount determined by applying INFOSIGHT's usual rate of profit for similar items to such costs and expenses or 15% of the contract price, whichever is greater.
14. **WARRANTIES.** INFOSIGHT expressly warrants the equipment manufactured by it as set forth herein. INFOSIGHT makes no other warranties, either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). In addition, the following shall constitute the sole and exclusive remedies of buyer for any breach by INFOSIGHT of its warranties hereunder.
 - A. **STANDARD PRODUCTS.** Standard products manufactured by INFOSIGHT are warranted against defects in workmanship and materials for a period of one year from date of original shipment by INFOSIGHT to Buyer, subject to limitations hereinafter set forth. Should any such defects be found and reported during the warranty period, INFOSIGHT will, at its option, repair, replace or issue a credit for the Standard Product involved, after it is returned, freight prepaid, to INFOSIGHT's plant.
 - B. **ENGINEERED SYSTEMS.** Custom-engineered equipment manufactured by INFOSIGHT is warranted against defects in workmanship and materials for a period of one year from date of original shipment by INFOSIGHT to Buyer, subject to limitations hereinafter set forth. Should any such defects be found and reported during the warranty period, INFOSIGHT will, at its option, issue a credit for, or correct such deficiencies furnishing necessary replacement parts (FOB factory), provided the equipment owner agrees to pay all of the Field Service Engineer's time and expenses, including on-site service time, captive time, and travel to and from the INFOSIGHT service location. If a Field Service Engineer's services are required by the equipment owner under this warranty during other than normal INFOSIGHT working hours, INFOSIGHT will furnish such service, providing the equipment owner agrees to pay the prevailing overtime. INFOSIGHT service rates apply in addition to travel time and expenses. Charges for expediting delivery of replacement parts will be borne by the equipment owner.
 - C. **NON-INFOSIGHT PRODUCTS.** INFOSIGHT makes no representations or warranties with respect to equipment sold but not manufactured by INFOSIGHT. However, to the extent permissible, INFOSIGHT will pass through the original equipment manufacturer's warranty policy.
 - D. **SOFTWARE.** INFOSIGHT warrants that the program disks (or other media) on which the Software is recorded and the documentation provided will be free of defects in materials and workmanship under normal use. INFOSIGHT warrants that the software will be free from errors in program logic, clerical program preparation and transcription and will execute accordingly when installed in accordance with INFOSIGHT's instructions. The warranty shall not apply when the software is modified or changed in any way or operated concurrently with other software programs not supplied by INFOSIGHT or if defects occur as a result of interaction from software products not supplied by INFOSIGHT. The warranty period shall be one year from date of original shipment by INFOSIGHT to the Buyer.

If the software does not meet the above warranty and the Buyer promptly notifies INFOSIGHT in writing and provides the description of the error and complete information about the manner of its discovery, INFOSIGHT will correct the error (at its option): a) by modifying the erroneous program, b) making available to the Buyer instructions for modifying any erroneous program, or c) by making available at INFOSIGHT's plant necessary corrected or replacement programs.

- E. **GENERAL.** The foregoing warranties shall not apply to any equipment where the installation, calibration or servicing of such equipment is made by other than personnel authorized by INFOSIGHT, or where equipment is operated above rated load capacity, or subjected to accident, alteration, misuse, abuse or failure on the part of the Buyer to ensure proper storage, operation and maintenance of the equipment. IN NO EVENT SHALL INFOSIGHT BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE; such damages shall include but not be limited to loss of profits or revenues, loss of data, loss of use of the software, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Upon breach of any warranty, the sole remedy, at the election of INFOSIGHT will be the repair or replacement of the defective product or a refund of the purchase price. INFOSIGHT may, at its option, use reconditioned replacement parts when performing warranty work.

No salesman, representative or agent of INFOSIGHT is authorized to give any guarantee, warranty or make any representation contrary to those contained in these general terms and conditions of sale.

15. **INSURANCE.** INFOSIGHT maintains Worker's Compensation Coverage with the State of Ohio USA regardless of the place services are performed. INFOSIGHT also maintains Comprehensive and Automobile Liability coverage with at least a \$1,000,000 limit per occurrence. Certificates of coverage are available on request. Naming a customer as an Additional Insured will be subject to a charge.
16. **PATENT INFRINGEMENT.** INFOSIGHT makes no representations as to whether the goods being sold are free of the rightful claim of any third person by way of infringement or similar claims and disclaims any warranty against infringement or similar claims with respect to the goods. No grant of license in INFOSIGHT patents, trademarks, or copyrights is given herein.
17. **CONFIDENTIAL INFORMATION.** Selected software and hardware, drawings, diagrams, manuals, specifications and other materials furnished by INFOSIGHT relating to the use and service of articles furnished hereunder, including any information, may be identified as proprietary to INFOSIGHT. Such software and hardware diagrams, manuals, drawings, specifications and other materials have been developed at a great expense and are considered to be trade secrets of INFOSIGHT. Buyer may not reproduce in any way without the expressed written permission of INFOSIGHT, such diagrams, drawings, manuals, specifications and other materials, except as needed to operate and maintain the equipment supplied by INFOSIGHT. All documents and/or material aforementioned relative to the articles supplied directly by INFOSIGHT (except information as may be established to be in the public domain or disclosed pursuant to judicial or Government action) shall be received in confidence and Buyer shall exercise reasonable care to hold such information in confidence.
18. **DRAWINGS AND MANUALS.** Approval drawings, if required, will be provided on 11 x 17 white bond. Final drawings will be provided on 11 x 17 white bond, or optionally, 24 x 36 - 4 mil double-matte mylar plotted by ink jet plotter, if requested by the customer.

INFOSIGHT will provide two (2) copies of the operations and maintenance manuals with all INFOSIGHT-manufactured equipment. For non-manufactured equipment (e.g. operator entry terminals, printers, etc.), INFOSIGHT will provide one (1) copy of the documentation supplied with the equipment.

Source code listings will not be provided for the INFOSIGHT proprietary marking software. All documentation will be in the English language. All dimensioning will be in U.S. customary units.
19. **PERMITS.** The Buyer shall at its own expense apply for and obtain any permits, licenses and inspections or the like imposed by any law or government's regulations for the import of any equipment from the United States and for the installation and/or use of the equipment furnished under the contract.
20. **PREVAILING LAW.** This contract shall be govern in accordance with the laws of the State of Ohio USA. Should any term or condition contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof, but shall be construed in the same manner as if such term or condition has not appeared here.
21. **DEFAULT.** Should Buyer default on a contract of which instrument is a part, the Buyer agrees to pay additionally 15% of the amount involved as attorney's fees.
22. **WAIVER.** Failure by INFOSIGHT to insist upon strict performance of any of the terms and conditions herein, failure or delay to exercise any rights or remedies provided herein or by law or to provide notice of any default or breach, or the acceptance of payment for any products or services hereunder, will not be deemed a waiver of any rights of INFOSIGHT to insist upon strict performance hereof or any of its rights and remedies, or as to any prior or subsequent default hereunder, nor will any termination of this agreement operate as a waiver of any of the terms hereof.

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