

**INTERFACE DISPLAYS & CONTROLS, INC.
STANDARD TERMS AND CONDITIONS OF SALE**

1. ACCEPTANCE

THIS QUOTATION CONSTITUTES AN OFFER BY INTERFACE TO SELL THE QUANTITY OF PRODUCTS SET FORTH ON THE FRONT HEREOF (HEREAFTER CALLED THE "GOODS") AND OR PERFORM THE SERVICES DESCRIBED ON THE FRONT HEREOF, AT THE PRICES, DELIVERY DATES, AND OTHER TERMS AND CONDITIONS SET FORTH ON THE FRONT AND REVERSE SIDES HEREOF. ACCEPTANCE OF THIS QUOTATION IS EXPRESSLY CONDITIONAL UPON BUYER'S CONSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, WHICH ARE IN LIEU OF AND REPLACE ANY AND ALL TERMS AND CONDITIONS SET FORTH ON BUYER'S PURCHASE ORDER, SPECIFICATIONS, OR ANY OTHER DOCUMENT ISSUED BY BUYER. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS OR CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY BUYER EITHER BEFORE OR AFTER ISSUANCE OF THIS QUOTATION ARE HEREBY OBJECTED TO BY INTERFACE, AND ANY SUCH DOCUMENT SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE UNDER THIS QUOTATION AND SHALL NOT BE BINDING IN ANY WAY ON INTERFACE.

Acceptance of this Quotation by Buyer shall create an agreement and between Interface and Buyer (hereafter referred to as the "Contract"), the terms and conditions of which are expressly limited to the provisions of this Quotation, including these Standard Terms and Conditions. No waiver or amendment of any of the provisions of this Quotation shall be binding on Interface unless made in writing expressly stating that it is such a waiver or amendment and signed by an authorized representative of Interface.

2. TERMS OF PAYMENT

Unless otherwise stated on the face of this acknowledgement, all payments are due and payable thirty (30) days from the date of invoice. All payments shall be made to Interface at its office in Oceanside, California. If all the goods of services covered by this acknowledgement are not delivered or performed at one time Buyer shall pay the unit prices applicable to the goods delivered or services performed. Payment shall be made without regard to whether Buyer has made or may make any inspection of the goods. If shipment is delayed by Buyer, Interface may nevertheless invoice Buyer on the date which Interface is prepared to ship, and payment will be due thirty (30) days from such invoice as provided above. Sales to international customers require an Irrevocable Letter of Credit that provides for payment any time an invoice remains unpaid after 30 days. The Irrevocable Letter of Credit should be issued no later than first scheduled shipment.

3. PRICES

The prices set forth in this acknowledgement are firm only if the entire quantity of goods covered is released for shipment within twelve (12) months of the date of this acknowledgement and is scheduled for shipment within eighteen (18) months of the date of this acknowledgement. If release of shipment is later than specified above, Interface standard prices at the time of shipment shall apply. Also, in the event that the quantity set forth on this acknowledgement is reduced, the prices shall be changed to conform to Interface standard price for the quantity actually delivered. Such price revision shall apply to all goods delivered hereunder even if already invoiced at the time of such price reduction.

4. TAXES

Unless otherwise stated on the face hereof, the prices set forth in this acknowledgement do not include sales, use, excise, or other similar taxes. Buyer shall pay, in addition to the prices quoted, the amount of any present or future sales, use, excise or other similar tax applicable to the sale of goods or performance of services covered by this acknowledgement, or in lieu thereof Buyer shall supply Interface with an appropriate tax exemption certificate.

5. CREDIT APPROVAL

All shipments, deliveries and performance of work covered by this acknowledgement shall at all times be subject to the credit approval of Interface, and, Interface may, at any time, decline to make any shipments or deliveries, or perform any work, except upon receipt of payment or upon terms and conditions or security arrangements satisfactory to Interface.

6. DELIVERY AND RISK LOSS

(a) All shipments covered by this acknowledgement are F.O.B. Interface facility in Oceanside, California. Interface's liability for delivery shall cease upon Interface making delivery to the carrier at the F.O.B. point. Title and risk of loss or damage to the goods shall pass to Buyer upon delivery to the carrier. If shipments are delayed by Buyer, goods held shall be at Buyer's sale cost and risk.

(b) The shipping dates set forth on this acknowledgement are approximate only, and Interface shall not be liable for, nor shall Interface be in breach of its obligations to Buyer because of any delivery made within a reasonable time and after the stated delivery date. In addition, Interface shall not be liable for any late delivery caused by the failure of Buyer to provide any necessary information in a timely manner.

(c) Any over-shipment of any delivery hereunder not exceeding five percent (5%) of the amount specified to be shipped shall nevertheless be accepted by Buyer, and an adjustment shall be made in the invoice reflecting the amount of such over-shipment or under-shipment.

7. WARRANTY

THE FOLLOWING IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATION ON THE PART OF INTERFACE.

Interface, except as otherwise hereinafter provided, warrants the goods of its own manufacture sold hereunder against faulty workmanship or the use of defective materials and that such goods will conform to the applicable specifications, drawings, and other descriptions for a period set forth in the schedule below. Interface warrants that at the time of delivery, Interface has the title to their goods free and clear of any and all liens and encumbrances.

(1) Interface's warranty shall be the following period: one year from date of shipment.

(2) Interface will repair or replace any goods which are returned within the warrant period set forth above, provided (i) Interface is promptly notified in writing upon discovery by Buyer that such goods are defective, with a detailed description of all alleged defects. (ii) such goods are returned to Interface, FOB Interface plant from which such goods were shipped, and (iii) Interface's examination of such goods disclose that such alleged defects actually exist and were not caused by an event occurring after such goods were shipped including, but not limited to accident, abuse, misuse, neglect, alteration, improper installation, unauthorized repair or improper testing.

8. PATENTS

(a) Interface shall defend any suit or proceeding brought against Buyer insofar as such suit or proceeding is based on a claim that any goods manufactured and supplied by Interface to Buyer constitute direct infringement of any duty issued United States patent and Interface shall pay all damages and costs finally awarded therein against Buyer, provided that Interface is promptly informed and furnished a copy of each communication, notice, or other action relating to the alleged infringement and is given authority, information, and assistance (at Interface's expense) necessary to defend or settle said suit or proceeding. Interface shall not be obligated to defend or be liable for costs and damages if the infringement arises out of compliance with Buyer's specifications, or from a combination with, an addition to, or a modification of the goods after delivery by Interface, or from use of the goods, or any part thereof, in the practice of the process. Interface's obligations hereunder shall not apply to any infringement occurring after Buyer has received notice alleging the infringement.

THIS SECTION 8 STATES INTERFACE'S TOTAL RESPONSIBILITY AND LIABILITY, AND BUYERS SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY ANY GOODS DELIVERED HEREUNDER, OR ANY PART THEREOF. THIS SECTION 8 IS IN LIEU OF AND REPLACES ANY OTHER EXPRESS IMPLIED OR STATUTORY WARRANTY AGAINST INFRINGEMENT IN NO EVENT SHALL INTERFACE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY SUCH INFRINGEMENT.

(b) Buyer shall, at its own expense, indemnify and hold Interface harmless from and against any expense or loss resulting from any infringement of any patent arising as a result of Interface's compliance with any of the Buyer's designs, specifications or instructions, and shall defend, at its own expense, including attorney's fees, any suit brought against Interface alleging any such infringement provided that Interface (i) gives Buyer immediate notice of any such suit and permits Buyer, through counsel of its choice to defend such suit and (ii) gives Buyer all needed, information, assistance and authority, at Buyer's expense, necessary for Buyer to defend any such suit.

9. LIMITATION OF LIABILITY

Section 8 above stated Interface's sole obligation, and the sole remedy of Buyer, for any defect in any of the goods sold hereunder. IN NO EVENT SHALL INTERFACE BE LIABLE FOR ANY COSTS OF BUYER'S COVER, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM INTERFACE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS ACKNOWLEDGEMENT, OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICES SOLD PURSUANT HERETO. WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF INTERFACE OR OTHERWISE.

10. FORCE MAJEURE

Interface shall not be liable for any failure to deliver, or delay in the delivery of, any goods or services due to any cause beyond its control, including but not limited to acts of God, acts of civil or military authority, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, or inability to obtain materials, components, manufacturing facilities, or transportation. In the event of any such delay, the date of delivery or performance hereunder shall be extended by a period equal to the time lost by reason of such delay. In the event Interface production is curtailed for any of the above reasons, Interface may allocate its production among its various customers. Such allocation shall be made in a commercially fair and reasonable manner.

11. TERMINATION AND CANCELLATION

(a) Buyer may terminate the order in whole or in part upon thirty (30) days advance written notice to Interface. In such event Buyer shall be liable for termination charges which shall include a price adjustment based on the quantity of goods actually delivered, and all costs, direct and indirect, incurred and committed for this order together with a reasonable allowance for prorated expenses and anticipated profits.

(b) In the event of any breach of the provisions of this acknowledgement by Buyer, including but not limited to failure to make any payment for payment for goods or services when due, Interface may, in addition to and expressly reserving any and all legal and equitable rights and remedies it may have, terminate its performance hereunder without liability to Buyer. In addition, in the event of the bankruptcy or insolvency of Buyer, or if any proceeding is brought by or against Buyer under the bankruptcy or insolvency laws, or if any appointment or assignment for the benefit of creditors is made with regard to Buyer, Interface may terminate its performance and have the same rights and remedies as it would in the event of a breach by Buyer.

12. COMPLIANCE WITH LAWS

Interface represents that all goods and services delivered pursuant to this acknowledgment will be produced and supplied in compliance with all applicable State and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1930, as amended.

13. GOVERNMENT CONTRACTS

If the goods furnished under this acknowledgement are to be used in the performance of a Government contract or subcontract and a Government contract number appears on Buyer's purchase order, those clauses of the applicable Government procurement requisitions which are mandatorily required by Federal Statute to be included in Government subcontracts shall be negotiated within Interface. No flow downs will be accepted without prior agreement.

14. APPLICABLE LAW

The validity, performance and construction of the terms of this acknowledgement and all sales covered by this acknowledgement shall be governed by the laws of the State of California.

15. ASSIGNMENT

Buyer may not assign its rights or obligations under this acknowledgement without the prior written consent of Interface, and any purported assignment without such consent shall be of no effect.

16. AMENDMENTS

The terms and conditions of this acknowledgement and the sale set forth herein may not be superseded, modified or changed except in writing stating that it is such a modification and signed by an authorized representative of both the parties hereto.

17. ENTIRE AGREEMENT

This acknowledgement along with the documents incorporated by reference on the face hereof (but expressly not including any of the terms and conditions of Buyer's purchase order) constitutes the entire agreement between Buyer and Interface with regard to the goods or services listed on the face hereof, and expressly supersedes and replaces any prior or contemporaneous agreements, written or oral, relating to such goods or services.