

DRIVECON, INC. ("DRIVECON") STANDARD TERMS AND CONDITIONS OF SALE

1. APPLICABILITY. The sale of any and all DRIVECON goods and/or services shall be conditioned upon, and subject to the following terms and conditions which shall form an integral part of any agreement therefor. Buyer's acceptance of any offer made by DRIVECON for the sale of its goods and/or services is expressly made subject to the terms and conditions stated herein. None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by DRIVECON and all orders received by DRIVECON shall be governed only by the terms and conditions contained herein, notwithstanding any terms and conditions which may be found in any purchase order, release order, or any other form issued by the Buyer. DRIVECON hereby objects to said terms and conditions and notifies Buyer that they are rejected.

2. PRICE. All quoted prices shall remain firm for a period of sixty (60) days from the date of quotation. The price for all goods and/or services released for delivery by Buyer after sixty (60) days from the date of quotation are subject to any increase in price that may occur between sixty-one (61) days following the date of quotation and the date Buyer releases shipment. Quotations provided are priced based on Buyer's purchase of the entire scope of goods and/or services identified therein. If less than the entire scope of goods and/or services identified in the quotation are ordered by Buyer, prices may vary. DRIVECON shall bill Buyer to the extent of services provided, or for the quantity of goods shipped should DRIVECON be unable for any reason to provide and/or ship the entire scope of goods and/or services quoted. Prices quoted by DRIVECON are exclusive of all taxes (except taxes levied on DRIVECON's income) including federal, state and local use, sales, property or similar taxes, and Buyer shall pay all such taxes in full or shall reimburse DRIVECON for any such taxes paid by DRIVECON.

3. SCOPE OF GOODS AND SERVICES. The goods and/or services provided by DRIVECON pursuant to the quotation shall, at the express request of Buyer, be limited exclusively to those good and/or services expressly identified therein. As a result, DRIVECON does not assume responsibility and/or liability for the failure to provide any other goods and/or services. Modifications, additions or deletions to or from the scope referenced in the quotation shall only be effective if evidenced in a writing signed by DRIVECON. The sale of any and all goods and/or services affected by such modification, addition or deletion shall be subject to these same Terms and Conditions of Sale whether or not referenced therein.

4. MINIMUM CHARGE. All goods and/or services supplied by DRIVECON are subject to a fifty dollar (\$50.00) minimum order charge. If the total quantity of goods and/or services purchased by Buyer (excluding freight, drop shipment and special delivery charges) results in a charge of less than fifty dollars (\$50.00) DRIVECON reserves the right to charge Buyer the difference between the price of the goods and/or services purchased and fifty dollars (\$50.00) as an additional charge for the goods and/or services purchased.

5. PAYMENT TERMS. All DRIVECON invoices shall be paid by Buyer in lawful currency of the United States of America within thirty (30) days of the date of invoice except for those invoices related to progress payments (applicable to orders in excess of five thousand (\$5,000) U.S. dollars) which shall be paid by Buyer upon receipt. A late charge equivalent to the lesser of 1-1/2% per month (18% per annum) or the maximum rate allowed by law will be assessed on all unpaid invoices or invoices not paid in accordance herewith. Buyer shall reimburse DRIVECON any and all expenses, regardless of their nature or type (including attorneys fees), related in any way to DRIVECON's collection of invoices not paid in accordance herewith or otherwise incurred by DRIVECON in the enforcement of any of the terms and conditions hereof.

6. CREDIT APPROVAL. All orders are subject to Buyer credit approval by DRIVECON. DRIVECON reserves the right to refuse shipment of any and all goods and/or services identified in any quotation, to modify the Payment Terms identified therein or in paragraph 5 hereof or to cancel without penalty or charge any contract formed and concerning the goods and/or services identified in its quotation if, in its sole discretion and for any reason whatsoever, DRIVECON requests and is unable to secure

acceptable payment assurances from Buyer for the goods and/or services identified in the quotation.

7. DELIVERY TERMS AND DELAYS. Unless otherwise identified in the quotation, all shipments within the United States are F.O.B. DRIVECON's plant or warehouse and title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at such plant or warehouse. Unless otherwise identified in the quotation, all shipments outside the United States are F.C.A. DRIVECON's plant, warehouse or dock, as defined by Incoterms 2000, and title to and all risk of loss with respect to any goods shipped shall pass to Buyer when such goods are delivered to the carrier at such plant, warehouse or dock.

a. Delivery. All dates of shipment and delivery identified by DRIVECON are approximate. DRIVECON shall not be liable for delay in or failure to make shipment by any identified date for any reason whatsoever including, but not limited to, causes beyond its reasonable control such as strikes, fires, floods, epidemics, quarantine restrictions, severe weather, freight embargoes, allocation orders issued by or to the account of the government, acts of God, or public enemy, war, riot, delays in transportation or the inability to obtain necessary labor, materials or manufacturing facilities.

b. Freight Charges. Any reference to freight charges contained in the quotation is an estimate. DRIVECON is not responsible for any differences that may occur between freight estimates contained in the quotation and actual freight charges applicable at the time of shipment.

c. Packaging. Unless otherwise identified in the quotation, the quoted price does not include the cost for export or special packaging of the goods. Buyer shall assume those extra costs associated with such packaging.

d. Cost of Goods. Unless otherwise stated in the quotation, Buyer shall pay all cost increases DRIVECON is assessed for materials incorporated into goods and/or services, including but not limited to steel, copper, and fuel surcharges, to the extent such increases exceed those estimated costs used by DRIVECON to develop the quotation by ten-percent (10%) and which occurs subsequent to the issuance of the quotation, but prior to the delivery of the goods and/or services.

8. WARRANTIES. The sale of any and all DRIVECON goods and/or services are conditioned upon, and subject to the DRIVECON Standard Warranty revision in effect on the date of sale a copy of which is attached to this quotation and incorporated by reference as if fully rewritten herein or otherwise available upon request of Buyer. Any verbal and/or written purchase order, release order, other form issued by the Buyer to confirm any order issued pursuant to this quotation or receipt of any of the goods and/or services identified in the quotation shall serve as conclusive proof that Buyer has reviewed and agrees to be bound by the terms of the DRIVECON Standard Warranty.

THE DRIVECON STANDARD WARRANTY REPRESENTS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DRIVECON TO BUYER WITH RESPECT TO THE GOODS AND/OR SERVICES PROVIDED UNDER THE QUOTATION AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. LIMITATION OF DAMAGES. DRIVECON SHALL HAVE NO LIABILITY TO BUYER OR ANY THIRD PARTY WITH RESPECT TO THE SALE OF PRODUCTS OR PROVISION OF SERVICES UNDER THE QUOTATION FOR LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND WHETHER ARISING IN CONTRACT, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF DRIVECON WAS ADVISED OF THE POSSIBILITY OF SUCH LOST PROFITS OR DAMAGES. IN NO EVENT SHALL DRIVECON BE LIABLE TO BUYER FOR ANY DAMAGES WHATSOEVER IN EXCESS OF THE TOTAL PRICE PAID

BY BUYER FOR GOODS AND/OR SERVICES REFERENCED IN THE QUOTATION.

10. CONFIDENTIALITY. Without limitation, Buyer shall not, at any time disclose to any other person or entity any information relating to the business of DRIVECON, including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that DRIVECON considers confidential, and trade secrets of every kind relating to DRIVECON's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of DRIVECON and shall be returned to DRIVECON upon request at any time.

11. INDEMNIFICATION. DRIVECON SHALL NOT BE LIABLE FOR AND BUYER SHALL RELEASE, INDEMNIFY AND HOLD DRIVECON, OR ANY ENTITY AFFILIATED IN ANY WAY THEREWITH, HARMLESS FROM ANY CLAIMS, DEMANDS, DAMAGES REGARDLESS OF THEIR TYPE INCLUDING, BUT NOT LIMITED TO, DIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL, ACCOUNTS, GRIEVANCES, LOSSES AND EXPENSES, WHETHER KNOWN OR UNKNOWN, PRESENT OR FUTURE, ANY AND ALL LIABILITY, OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSE[S] OF ACTION, ALL SUITS IN LAW, IN EQUITY, OR UNDER STATUTE, STATE OR FEDERAL, OF WHATEVER KIND OR NATURE, THIRD PARTY ACTIONS, INCLUDING SUITS FOR CONTRIBUTION AND/OR INDEMNITY ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF ACTS OR OMISSIONS OF THE BUYER, ITS AGENTS OR EMPLOYEES AND RELATING IN ANY WAY TO THE GOODS AND/OR SERVICES PROVIDED UNDER THE QUOTATION OR THE EQUIPMENT RELATED THERETO, INCLUDING, BUT NOT LIMITED TO BUYER'S USE, INSTALLATION, INCORPORATION OR SELECTION THEREOF OR ANY OTHER CAUSE IDENTIFIED HEREIN OR THAT MAY BE REASONABLY INFERRED HEREFROM EXCEPT TO THE EXTENT CAUSED BY THE SOLE NEGLIGENCE OF DRIVECON.

12. PRODUCT MANUALS. A Manual is shipped with each product and/or system (applicable exclusively to those units wherein such a manual is produced) identified in the quotation and purchased by Buyer. There will be a charge, per manual, for each additional manual requested by Buyer. The Manual is a confidential, proprietary and copyrighted document and may not be copied, published or reproduced in any manner or form without prior written agreement of DRIVECON. Such agreement is at the sole discretion of DRIVECON and DRIVECON may revoke same at its discretion at any time.

13. SURVIVAL. Each of the paragraphs hereof intended for the benefit of DRIVECON shall survive expiration or termination of the services or delivery of the goods outlined in the quotation.

14. ENTIRE AGREEMENT. These Standard Terms and Conditions of Sale, the quotation together with the DRIVECON Standard Warranty in effect on the date of sale represent the entire agreement between DRIVECON and Buyer. **THESE TERMS AND CONDITIONS AND THE PRICES SET OUT IN THE QUOTATION SPECIFICALLY RECOGNIZE THE ALLOCATION OF THE RISKS OF PERFORMANCE OF THE PARTIES AS WELL AS THE LIMITATION OF LIABILITY AND DAMAGES AND THE RECOVERY OF COLLECTION COSTS, AND THE PARTIES EXPRESSLY AGREE THAT THESE LIMITATIONS ON REMEDIES, RESPONSIBILITY FOR COLLECTION COSTS, AND OBLIGATIONS TO INDEMNIFY ARE ESSENTIAL PARTS OF THE AGREEMENT BETWEEN THEM AND ARE SPECIFICALLY BARGAINED FOR.** Any purchase order or other document issued by Buyer shall be deemed to (i) be solely for the record keeping convenience of the Buyer and (ii) confirm these terms and condition and not add to, delete from, or otherwise change or modify these terms and conditions or those contained in the quotation.

15. SEVERABILITY. The partial or complete invalidity of any one or more provisions hereof shall not affect the validity or continuing force and effect of any other provision. If any portion of this Agreement shall be determined to be invalid or unenforceable, that portion shall automatically be modified to the extent necessary to make it valid. Notwithstanding the foregoing, such original determination of invalidity or unenforceability shall not affect any other portion of this Agreement and such other portions shall remain in full force and effect.

16. GOVERNING LAW; JURISDICTION. Any controversy arising out of or related to these Terms and Conditions of Sale, the quotation, the provision or goods and/or services thereunder, or any contract between DRIVECON and the Buyer shall be construed and governed by the laws of the State of Ohio, including Article 2 of the Uniform Commercial Code as codified in Ohio Revised Code Chapter 1302, notwithstanding conflicts of law principles. Any action arising from or related to these Terms and Conditions of Sale, the quotation, the provision or goods and/or services thereunder, or any contract between DRIVECON and the Buyer shall be instituted and litigated in any state court located in Clark County, Ohio, or in any federal court with jurisdiction over Clark County, Ohio. DRIVECON and the Buyer hereby irrevocably consent to the jurisdiction of the courts of Clark County, Ohio.

17. NUCLEAR LIABILITY. In the event that the work, goods and or services provided by DRIVECON and/or otherwise identified herein or in the quotation are provided, used, or otherwise employed in, on or around a facility generating and/or otherwise employing in any manner nuclear, radioactive or ionizing radiation whether as a fuel, product or any other substance, the Terms and Conditions of the Drivecon Nuclear Liability Addendum (Revision 010107) a copy of which is attached hereto or otherwise available upon request of Buyer and shall be incorporated as if fully rewritten herein.