

1. ORDERS

If not issued pursuant to an existing agreement between Quintum Technologies, Inc. ("Buyer") and You ("Seller"), THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS HEREOF. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE TERMS OF THIS ORDER AND ANY TERMS REFERENCED IN SELLER'S QUOTE, ACKNOWLEDGEMENT OR OTHERWISE, THE TERMS OF THIS ORDER SHALL PREVAIL. Seller's complete acceptance of this order will be presumed, and any other terms or conditions of Seller shall be deemed waived, by Seller's performance hereunder.

2. PRICE AND PAYMENT

This order shall not be filled at prices higher than those shown on this order unless authorized by Buyer. Seller warrants that the prices charged for products or services ("Items") ordered herein are not in excess of prices charged to other customers similarly situated, for similar Items of like quality. All prices shall include costs for transportation, insurance and all applicable taxes. No extra charges of any kind, including the charges for packing or cartage, will be allowed unless specifically agreed to by Buyer in advance. Subject to Buyer's right of inspection and approval, Supplier shall invoice Buyer upon delivery. Invoices shall reference this order number and include details of the Items by quantity, part number, description and price. All invoices and payments shall be expressed and payable in United States dollars with no allowance for variation due to currency fluctuations. Buyer shall have at least thirty (30) days from receipt of invoice for payment. Such payment shall constitute full and final compensation to Supplier and Supplier agrees that it shall be Supplier's sole remuneration for provision and/or performance of the Items set forth in this order. Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume purchases customarily granted by Supplier. Discounts for prompt payment shall be calculated from the date of delivery.

3. DELIVERY

Time is of the essence. Delivery shall be strictly in accordance with the delivery dates/schedule set forth in this order. Seller shall be responsible for providing all necessary protection and packing for all Items to ensure their safe arrival in an undamaged condition. Buyer shall not be responsible or obligated to return any packaging or packing materials back to Supplier. To the extent that Items contain toxic, corrosive or other materials hazardous to health or property, a predominantly displayed notice to that effect must accompany each delivery of Items. Seller shall immediately advise Buyer of any delay in performance hereunder. Buyer reserves the right to cancel this order in whole or in part if Seller should fail to make deliveries in accordance with the terms of this order. This right of cancellation shall be in addition to Buyer's other right and remedies. In the event of such cancellation, Buyer shall have no liability to Seller of any kind whatsoever.

4. PATENT, TRADEMARK, COPYRIGHT INDEMNITY

Seller agrees to defend, indemnify and save harmless the Buyer, its successors, assigns, and its customers from and against any and all claims, losses, liabilities, damages, expenses and costs arising from or by reason of any actual or claimed infringement of patents, trademarks, or copyrights, and to defend any suits based thereon, with respect to equipment or materials furnished hereunder by the Seller.

5. WARRANTY

Seller warrants that all materials or services delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions provided by Buyer or referred to in this order ("Specifications"), will conform strictly to the requirements of this order, will be free from defects in material and workmanship, and will be delivered free and clear of all liens and encumbrances. Such warranties shall survive any inspection, delivery, acceptance, or payment by the Buyer for materials or services, for the period normally provided by Seller, but no less than 12 months from delivery, unless otherwise specified herein.

6. COMPLIANCE WITH LAWS

Seller shall comply with the provisions of all applicable laws, rules and regulations in the performance of its obligations hereunder and shall obtain all permits or certificates necessary to perform its obligation hereunder. Seller shall indemnify and hold Buyer harmless against any and all claims arising out of or related to Seller's noncompliance with this Section.

7. BUYER'S PROPERTY

All materials, including tools, furnished by Buyer or specifically paid for by Buyer shall be the property of the Buyer ("Buyer's Property"). Seller agrees that Buyer's Property shall remain free of any liens and/or encumbrances, shall be returned to Buyer at any time without additional cost upon demand by Buyer, shall be used only in filling orders from the Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as a property of the Buyer. Seller assumes all liability for loss or damage to Buyer's Property while in Seller's control or possession, with the exception of normal wear and tear, and agrees to supply Buyer detailed statements of inventory promptly upon request.

8. INDEMNIFICATION AND INSURANCE

Seller agrees to protect, defend, indemnify and save Buyer harmless from all sums, costs, and expenses which Buyer may incur or be obligated to pay as a result of any and all claims, demands, causes of action or judgments of every nature whatsoever in favor of any person, including both Seller's and Buyer's employees, on account of personal injury or death or damages to property incident to or resulting directly or indirectly from the performance by Seller hereunder. Seller shall maintain, at its expense, a policy or policies of products liability insurance, with contractual liability endorsement, in such amounts and with such other provisions satisfactory to Buyer.

9. NO ASSIGNMENT OF RIGHTS

Seller shall not subcontract or delegate any duties nor assign any rights or claims under this contract without the written consent of Buyer. No delegation or assignment without such consent shall be binding on Buyer. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer for any setoff or counterclaim arising out of this or any other of Buyer's transactions with Seller whether such setoff or counterclaim arose before or after this order or any consented assignment by Seller.

10. CHANGES

Buyer may at any time make changes in the delivery schedule, drawings, quantities, designs and specifications but no change will be allowed unless authorized by Buyer in writing. Buyer may make changes in the method of shipping, packaging, and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this order, an equitable adjustment shall be made, provided Seller makes a written claim thereof within 15 days from the date of Buyer's written notifications.

11. INSOLVENCY

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, or the appointment of any assignee for the benefit of creditors or of a receiver, Buyer shall be entitled to cancel any unfilled part of this order without any liability whatsoever.

12. PROPRIETARY RIGHTS

Any information, data or materials provided by Buyer to Seller that is designated as proprietary, confidential and/or trade secrets ("Confidential Information") shall be treated by Seller as a confidential disclosure, and, where applicable, as a trade secret. Seller shall use Confidential Information only for the purposes of performing its obligations hereunder and shall not disclose Confidential Information to third parties without first obtaining Buyer's express written consent. Upon Buyer's request, Seller shall promptly return to Buyer all Confidential Information, including copies and related materials or destroy such and provide written confirmation thereof to Buyer.

14. TITLE AND RISK OF LOSS

Title and risk of loss shall pass to Buyer upon delivery of Items to Buyer's address designated in this order and acceptance by Buyer. Unless otherwise specified all shipments shall be F.O.B. destination, and shall be in accordance with Buyer's shipping instructions. All articles ordered shall be appropriately packaged and packed to protect against risk of damage during shipment.

15. DEFECTIVE WORK INSPECTION

All Items purchased hereunder are subject to Buyer's inspection and approval. Buyer expressly reserves its rights, without liability hereunder or otherwise, to reject and refuse acceptance of Items that are defective in material or workmanship or that do not conform in all respects to (a) any instructions contained herein; (b) the Specifications; and (c) each of Seller's warranties, whether expressed or implied. Buyer shall have a reasonable time after receipt of goods to inspect them for conformity thereto, and receipt of goods and payment, if any, prior to inspection shall not constitute acceptance. Buyer's right of rejection shall include the right to cancel part or all of this order, or to require correction or replacement. Where Buyer requests correction or replacement, Seller shall, at its own risk and expense, promptly ship conforming Items to Buyer and arrange for the return shipment of the nonconforming Items.

16. OVERSHIPMENT

Buyer shall only be liable for payment of Items that are ordered, delivered and accepted by Buyer. Over shipments shall be held by Buyer at Seller's risk and expense for a reasonable time until Seller issues relevant shipping instructions for their return at Seller's expense.

17. REMEDIES

The rights and remedies provided to Buyer herein shall be cumulative and in addition to any other rights and remedies provided at law or in equity. Seller's sole remedy in the event of breach of contract by Buyer shall be the right to recover damages in an amount equal to the difference between market price to third parties at the time of breach and contract price.

18. WAIVER AND SEVERABILITY

Waiver of breach of any provision of this order shall not constitute waiver of full compliance with such provision nor be construed as a waiver of any other provision. If any terms herein are held invalid by a court of competent jurisdiction, such terms shall, to the extent invalid, be null and void and deleted herefrom.

19. RELATIONSHIP OF THE PARTIES

Seller's relationship with Buyer is that of two independent contractors. Nothing in this Agreement is intended to give rise to a partnership or joint venture between the parties and neither party is authorized to perform or discharge any liability or obligation of the other party.

20. GOVERNING LAW

This order shall be interpreted and governed according to the laws of the State of New York.