

CRESCENT SYSTEMS, INC.

19328 SW Mohave Court, Tualatin, OR 97062-8554 USA

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General Terms and Conditions of Sale

1. Payment Terms

Terms of payment are effective from the actual date of the invoice. If, in the Seller's opinion, the financial condition of the Buyer at any time - or any other circumstances - do not justify the incurrence of production costs of shipment on the terms of payment specified, the Seller may require partial or full payment in advance. The terms of payment are detailed on the invoice.

2. F.O.B.

All shipments are F.O.B. Seller's location in Tualatin, Oregon, unless otherwise stated in the quotation.

3. Quotation

Quoted prices are firm for 30 days unless otherwise stated in the quotation, and are subject to change without notice after expiration of this period. Orders calling for future deliveries will be invoiced according to the prices in effect at the time of shipment.

4. Taxes

This invoice does not include any sales, use, or occupational taxes that may be imposed by competent taxing authorities at any time, present or future. Payment of any such tax is to be the responsibility of the purchaser unless specific provisions are made by the Seller.

5. Warranty

The Seller guarantees the manufactured items covered by this invoice against defective materials or workmanship and the Seller agrees to furnish replacement parts, F.O.B. our factory in Tualatin, Oregon, within one year from date of shipment, providing the purchaser gives us immediate written notice of such alleged defects, and, if requested by Seller, returns defective parts to our factory prepaid for our inspection. Specifications noted in this proposal are for materials within the limits and sizes manufactured by the Seller and are subject to the Seller's standard manufacturing tolerances. The Seller will assume no liability or cost for work done or expenses incurred in connection with repairs or replacements unless the Seller has given such authority in writing from our office in Tualatin, Oregon. In case of equipment and components furnished by the Seller, but not of our manufacture, our liability hereunder is limited to such adjustment as the manufacturer thereof makes to the Seller.

6. Delivery

The Seller shall not be liable for loss or damage of any kind resulting from the delay or the inability to

deliver on account of flood, fire, strike, labor troubles, riots, civil disturbances, accidents, acts or orders or regulations of civil or military authorities, shortages of materials, or any other cause or causes (whether or not similar in nature to any of these enumerated) beyond the Seller's control.

7. Product Changes

In keeping with our continuing policy of product improvement, we reserve the right to make changes in our products at any time, without incurring an obligation to change equipment previously shipped.

8. Return of Goods

In no case are products or parts to be returned without first obtaining the Seller's permission. Products or parts returned under the aforementioned Equipment Warranty must be shipped with the transportation charges prepaid and are subject to a restocking charge.

9. Title and Right of Possession

The title and right of possession to the manufactured items herein specified shall remain with the Seller, regardless of its manner of installation or attachment to realty, until all payments are made in cash. Upon failure to make payments in accordance within our terms, it is understood that the Seller shall be entitled to take immediate possession of said property and retain any and all partial payments which had been made, as liquidated damages, and may pursue all legal remedies to enforce payment for damages to the Seller by failure to fulfill contract payment not fully satisfied by repossession of our property.

10. Errors

Typographic and stenographic errors are subject to correction.

11. Cancellation

If an order in process is cancelled by Customer, the Customer agrees to pay the Seller an amount equal to 20% of the total price of the contract plus actual cost of labor and materials, overhead and related direct costs and expenses incurred at time of cancellation. Deposits received shall be credited to the above charges. Any balance due for cancellation shall be paid in timely fashion, not to exceed 30 days from receipt of the invoice.