



END CUSTOMER TERMS AND CONDITIONS

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1. Agreement Of Sale

These terms and conditions have formed the basis for ISC's pricing and are the sole terms and conditions on which any order for products listed on ISC's price lists or otherwise offered for sale by ISC (the "Products") will be accepted. ISC hereby expressly conditions its acceptance of any purchase order or offer upon the Buyer's accepting the terms and conditions set forth below. Furthermore, ISC hereby rejects all provisions in any purchase order or offer which are inconsistent with or in addition to any terms and conditions set forth below. If an offer or purchase order limits acceptance to its terms, then that offer or purchase order is hereby rejected and ISC's acknowledgement (or any other written expression confirming performance under Buyer's offer or purchase order) shall be deemed a counteroffer subject to the terms and conditions below. Except for changes to Section 2 ("Purchase Price, Payment and Prepayment") and Section 3 ("Shipment and Packing"), which changes must be set forth on the face of ISC's acknowledgment to be effective, ISC's sales personnel are not authorized to vary any of these terms and conditions.

2. Purchase Price, Payment and Prepayment

2.1 Purchase Price: Prices and discounts are those in effect at time of publication of ISC's price lists and are subject to change without notice. Price and performance of an order is subject to resource availability and costs within the control of the ISC at the time of manufacture. ISC reserves the right to cancel or adjust prices and delivery. All prices are net of all discounts and F.O.B. ISC's place of business or production facility subject to the terms of Section 3.1 hereof, excluding applicable taxes and freight charges.

2.2 Payment Terms: Payment shall be made in cash, check or cash equivalents in full, without deduction or offset for any reason whatsoever, at ISC's place of business within thirty (30) days from the date of ISC's invoice. ISC may, in its sole discretion, charge interest on all past-due accounts at the rate then charged by ISC's bank for unsecured loans, with ISC reserving the right to pursue any remedy at equity or law with respect to such past-due accounts. If Buyer has any past-due accounts, all Buyer's accounts may, at ISC's option, be declared due and payable immediately.

2.3 Prepayment, Suspension and Termination: If, after any order is accepted, ISC becomes aware of conditions which in ISC's sole discretion warrant concern for Buyer's creditworthiness, ISC, in addition to its other rights and remedies at equity or law, but not in limitation thereof, may require prepayment or security for payment of any order or suspend or terminate any order, or, if ISC has agreed to a different form of payment than cash, may require immediate payment in cash.

2.4 Minimum Billing: Orders of less than \$100.00 net value (excluding repair parts and expedited shipments) will be invoiced at \$100.00 plus transportation charges.

2.5 Order Cancellation: Changes and/or cancellation to a P.O. may be subject to a fee. Specials, modified standards, and Non-stock product purchase orders may not be cancelled.



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3. Shipments And Packing

3.1 Shipment Terms. Shipment Terms. F.O.B. ISC's place of business or production facility, freight charges prepaid and added to Buyer's invoice when ISC's preferred carriers are used. Orders shipped on non-preferred carriers chosen by Buyer will be F.O.B. ISC's place of business 'collect' or third party billing only.

3.2 Shipment Schedule. ISC shall use its best efforts to deliver the Products in a timely fashion. In no event shall ISC be liable to Buyer for failure or delay in shipping the Products, whatever the reason for such failure or delay. If shipment is delayed without ISC's fault, ISC's notification of readiness for shipment shall be deemed the equivalent of shipment.

3.3 Packing. No credit for packing costs shall be given on returned goods. Additional packing expressly required by Buyer shall be charged separately.

3.4 Transportation Claims. Delivery of goods to a carrier at ISC's place of business or, in the case of an F.A.S. delivery term pursuant to section 3.1, above, to a vessel at the port or dock designated by Buyer, shall constitute delivery. Regardless of freight payment, all risk of loss or damage in transit shall pass to Buyer at that time. Buyer is responsible for making claims of this nature including concealed damage claims against the carrier within 14 calendar days of receipt. ISC will assist Buyer in reaching a satisfactory adjustment with the carrier.

4. Warranties

ISC warrants that for a period of twelve (12) months (unless otherwise specified) from the date of shipment, (1) ISC has title to the Products being sold and the right to convey title to Buyer, and (2) that the Products shall meet the performance criteria stated in ISC's applicable printed publications and shall be free from defects in material and workmanship. Except for the warranties expressly set forth in writing in this section, ISC makes no warranties, express or implied, including those of merchantability or fitness for a particular purpose, with respect to the products. In no event shall ISC be liable for special, incidental, or consequential damages for the breach of any of these warranties or for breach of any other term or condition herein. ISC will not be liable hereunder for any repairs or replacements necessitated by ordinary wear and tear or neglect or failure to observe the instructions for storing or using the products from time to time provided by ISC, or other improper or unauthorized use.

5. Nonconforming Products

If any Product sold and shipped to Buyer pursuant to the terms and conditions stated herein does not conform to the warranties set forth in Section 4 hereof, Buyer shall notify ISC of such nonconformity in writing within 14 days of receipt. ISC shall not be obligated to take any action provided for in this Section 5 unless it receives such written notice within the warranty period set forth in Section 4 hereof. For justified claims, ISC may in its sole discretion correct the nonconformity at ISC's place of business; take back the nonconforming Product and provide Buyer with a credit for the justified amount of the claim; provide a replacement for the nonconforming Product within a reasonable time without cost to Buyer; or credit Buyer for the diminution in value of the nonconforming Product due to the nonconformity. In no event shall ISC be liable for special, incidental or consequential damages arising out of or related to any nonconformity.



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6. Indemnification

Buyer shall indemnify and shall hold harmless ISC and any employee, representative or agent thereof against any and all liability to third parties (including reasonable attorneys' fees), other than liability solely the fault of ISC, arising from or in connection with the purchase, handling, installation, use or disposition of the Products by Buyer.

7. Reservation of Security Interest

In order to secure the obligations of Buyer hereunder, Buyer hereby grants ISC a security interest in the Products being purchased by Buyer. ISC may perfect the security interest at any time, and Buyer shall at ISC's request execute all appropriate financing statements and other documents necessary to perfect ISC's security interest in accordance with applicable law.

8. Miscellaneous Provisions

8.1 Applicable Law; Consent to Jurisdiction. The Agreement of Sale shall be governed by the laws of the State of Texas, including the Uniform Commercial Code as enacted in Texas, and shall be construed and interpreted in accordance therewith. The parties expressly waive application of the United Nations Convention for the International Sale of Goods in those instances where it might otherwise apply. In any legal action or proceeding arising with respect to the Agreement of Sale, Buyer unconditionally and irrevocably submits to the jurisdiction of the state courts of Texas and to the United States District Court for the Northern District of Texas, and agrees that service of process may be made by first class, certified mail upon any officer of Buyer and that such service shall be deemed adequate for all purposes in all such courts.

8.2 Severability. Any invalidity, in whole or in part, of any provision of the Agreement of Sale shall not affect the validity of any other of its provisions.

8.3 Cumulation of Remedies. All remedies available to either party for breach of the Agreement of Sale are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

8.4 Place of Performance. The place of performance of the Agreement of Sale shall be Plano, Texas.

8.5 Compliance with Laws. ISC makes every effort to assure that its operations are in conformance with all applicable laws and regulations. However, ISC does not (a) warrant compliance with any specific law or regulation, or (b) warrant that ISC will respond in any specific manner to a notice of noncompliance, or (c) undertake to provide any certification to Buyer regarding compliance with any law or regulation, unless that warranty or undertaking has been separately negotiated with Buyer and expressly references this section.

8.6 Confidential Information And Intellectual Property. Absent a separate written agreement governing the protection of confidential information, Seller undertakes no obligation to protect the confidentiality of any information furnished by Buyer, even if Buyer has labeled the information "confidential" or "proprietary" or otherwise indicated that it regards the information as confidential. If such a written agreement exists and is in effect, then the confidentiality obligations of the parties shall be governed by that agreement.



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8.7 Entire Agreement. These Terms and Conditions (a) together with any related written communications by Seller, contain the entire understanding between the parties concerning the subject matter hereof and supersede any prior discussions or agreements concerning such subject matter, (b) do not create an agency or joint venture relationship between Buyer and Seller, and (c) do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned by Seller in connection with the Products.

8.8 Insurance. Seller expressly disclaims any obligation to maintain insurance coverage in the manner specified in any of Buyer's terms and conditions or to name Buyer as an additional insured on any policy of insurance maintained by Seller.

9. Returned Goods

It is ISC's policy to allow customers to return products with a prior ISC management written approval under the following conditions

9.1 All product and paperwork must display the Return Authorization Number given by ISC Customer Service.

9.2 All products must be returned to the location as stated on the Return Authorization.

9.3 All products are to be returned by carrier stated on the Return Authorization if ISC Corporation is at fault. ISC Corporation is responsible for freight. All other returns requested by Buyer are to be returned with buyer's carrier and buyer is responsible for freight. Credit will be granted based on the following conditions:

9.4 All products are packaged and palletized (if required, upright and banded) to prevent damage.

9.5 All products are returned without alterations in original ISC Packaging. All products returned must be of current design and have been purchased within 30 days.

9.6 No deduction shall be taken without prior approval from ISC.

9.7 All returned products will be subject to a repackaging fee.

9.8 Specials/modified standards/non-stock products cannot be returned. Only products classified as "returnable" are eligible for credit.

9.9 A predetermined restock charge will be added to approved return authorizations.

ISC Corporation

4421 Tradition Trail, TX 75093

(800) 836-7472