

RDL TERMS AND CONDITIONS OF SALE

In addition to the terms of sale published in current RDL price schedules, the following conditions apply to all sales:

ACCEPTANCE. RDL expressly limits its acknowledgment and acceptance of any purchase order to the terms set forth herein and on the applicable customer price schedule and the terms and conditions contained in the purchase order which do not conflict with these terms and conditions. All other terms and conditions of the purchase order are hereby rejected and superseded by these terms of sale. RDL expressly conditions its acceptance of the purchase order on the adoption by the buyer of these terms and conditions. By the act of placing an order with RDL, Buyer expressly and unconditionally accepts these terms and conditions.

COLLECTION EXPENSES. In addition to all other remedies provided herein, Buyer shall reimburse Seller on demand for all costs and expenses, including reasonable attorney's fees and fees of collection agencies incurred by Seller in collecting the purchase price for the Goods or any other amounts owed hereunder.

PMSI INTEREST. Buyer does hereby grant RDL a purchase money security interest in the products until such time as Seller is fully paid. The credit application and these terms and conditions collectively constitute a security agreement in those products sold pursuant to this order, which, by virtue of Buyer's signature on the credit application and acceptance hereof, Buyer acknowledges to be sufficient to constitute a security agreement. Buyer will assist RDL in taking the necessary action to perfect and protect RDL's security interest and **hereby authorizes RDL to file such financing statements as RDL deems necessary to adequately perfect its security interest in the goods RDL sells to buyer.**

RELIANCE ON CREDIT INFORMATION. By the act of placing an order with RDL, Buyer hereby affirms that the credit information presently on file with RDL is current, that there has been no change in creditworthiness since such information has most recently been updated with RDL, and that Buyer represents that RDL may rely on the accuracy of such credit information in accepting Buyer's order.

OWNERSHIP OF INTELLECTUAL PROPERTY. RDL shall retain title to and possession of all intellectual property rights, including but not limited to patents, trademarks, copyrights, models, patterns, fixtures, and tools made for or obtained for the furnishing of this order.

INDEMNIFICATION. The Buyer shall indemnify and hold RDL harmless from all fines, suits, proceedings, claims, demands, or actions of any kind or nature, or from any third party, in each case arising or growing out of, or otherwise connected with, the Buyer's business, including injury or damage to person or property which is claimed to be caused by or result from the goods whether or not arising out of defective material, poor workmanship, negligence, breach of warranty, or any other cause. Buyer shall, at Seller's request and at Buyer's own cost and expense, defend any and all claims, suits, and actions which may be brought against Seller either alone or in conjunction with others by any person, firm, or corporation whose rights to the Goods come from Buyer, or any person whose rights were derived from Buyer. Buyer shall, upon Seller demand, satisfy, pay, or otherwise discharge any and all judgments or fines that may be recovered against or imposed upon Seller in any such suit or action. Seller shall have the option, without any obligation to do so, to participate in any litigation arising in connection with the Goods, through its own or its insurers' attorneys, at its or its insurers' expense.

LIMITATION OF LIABILITIES. RDL shall not be liable for any loss, damage, cost of repairs, or incidental or consequential damages of any kind whether or not based upon obligations accepted by RDL under RDL's warranty or on contract, negligence, or strict liability arising in connection with the design, manufacture, sale, use, or repair of the products. In no event will RDL be liable to buyer for more than the purchase price of the products sold hereunder. Buyer's exclusive remedy against RDL in any action taken by the former against the latter shall be for recovery of the price of the products sold by RDL to Buyer.

CONTROLLING LAW. This agreement is to be construed and interpreted according to the laws of the State of Arizona, U.S.A. without reference to its conflict of law provisions. The parties specifically exclude from application to this Invoice Agreement the United Nations Convention on Contracts for the International Sale of Goods. If a claim is asserted in any legal proceeding, the Buyer agrees to irrevocably submit to the jurisdiction of the Superior Court of the State of Arizona and the Federal District Court for the District of Arizona, and irrevocably agree that venue for any action or proceeding shall be in Yavapai County, Arizona. Both parties waive any objection to the jurisdiction of these courts or to venue in Yavapai County, Arizona.

SEVERABILITY. All provisions of this agreement shall be considered as separate terms and conditions. In the event that any provision shall be held illegal, invalid, or unenforceable, all other provisions hereof shall remain in full force and effect.