

eAgile, Inc. TERMS and CONDITIONS of SALE

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PRICE AND PAYMENT TERMS: All sales are F.O.B. the eAgile, Inc. plant from which the products are shipped. PURCHASER shall be responsible for freight costs. All prices are subject to change without prior notice; however, prices shall be those in effect on the date of shipment, or as noted on an accepted purchase order. Shipments which are more or less than the actual quantity ordered shall constitute filling the order if such variance does not exceed 10%. eAgile, Inc. may ship a quantity of Products greater than PURCHASER's order amount, to compensate for expected non-functioning products present in a roll. PURCHASER shall not be required to pay for any such additional Products; however, such additional amount shall not constitute a variance.

Payment is due and payable in accordance with the terms provided in the invoice. If payment is NOT received by due date, then you agree to pay eAgile an additional 1.5% penalty per month from the invoice date. In certain situations eAgile, Inc. may require payments in advance. PURCHASER shall pay for any attorney's fees or collections costs incurred by eAgile, Inc. in connection with collecting any unpaid amounts.

The amount of any present or future federal, state, local, or other taxes applicable to the sale of products listed herein shall be added to the price and paid by the PURCHASER unless PURCHASER provides eAgile, Inc. with a valid exemption certificate acceptable to eAgile, Inc. and the appropriate taxing authority.

PURCHASER hereby grants eAgile, Inc. a security interest in each product sold hereunder and the proceeds and products thereof, until payment of all funds owing to eAgile, Inc. including, without limitation, the purchase price. PURCHASER agrees to execute any documents as eAgile, Inc. requests to perfect such security interest.

SHIPMENT AND TRANSPORTATION TERMS: eAgile, Inc. reserves the right to specify routing of shipments. eAgile, Inc. shall attempt to ship within the time specified on eAgile, Inc.'s Sales Order, if indicated, and if not, then within a reasonable time. PURCHASER acknowledges that no claim may be made for delays in shipment. Unless specified in eAgile, Inc.'s Sales Order, freight charges shall be prepaid and billed. If PURCHASER specifies a carrier that is not an eAgile, Inc. approved carrier, the shipment will be made on a "Freight Collect" basis.

TITLE AND RISK OF LOSS: Title and risk of loss for all products shall pass to PURCHASER upon delivery by eAgile, Inc. to a common carrier, regardless of the freight terms or method of payment for transportation charges. PURCHASER is responsible for filing all loss or damage claims with the carrier.

TRANSIT DAMAGE CLAIM PROCEDURE:

1. It is the responsibility of PURCHASER to receive the entire shipment as tendered and enter a claim with the carrier if any portion is missing or damaged upon delivery.

2. If there is any loss or damage at the time of delivery, it is essential to note such loss or damage on the delivery receipt. Within 15 days of receipt of the shipment any concealed damage should be reported to the delivering carrier. Retaining the entire package is necessary until after a concealed damage inspection report is issued by the carrier.

3. Speed is of utmost importance! Prompt inspection, as well as prompt filing, of the claim with all necessary documents will facilitate fast settlement. All claims must be accompanied by the following documents:

A. Original paid freight bill.

B. Certified copy or original bill of lading.

C. Duplicate of invoice covering shipment.

D. Duplicate of destination inspection report if available, or duplicate of delivery receipt noting shortage or damage.

Items A and B, if needed, can be obtained by emailing orders@eAgile.com. Retain copies for your files.

4. Contact your Sales Representative or our Customer Claims Department at orders@eAgile.com. if PURCHASER, for any reason, encounters difficulty-obtaining payment of a valid claim from a carrier.

INSPECTION: It is the obligation of PURCHASER to inspect all RFID-enabled products (including, without limitation, non pressure-sensitive roll inlays, pressure-sensitive inlays, and RFID-enabled labels). eAgile, Inc. reserves the right to modify product as determined by eAgile solely, unless agreed upon in writing prior to sale.

CONVERTING: In the event eAgile, Inc. issues guidelines for converting any RFID products, PURCHASER agrees to convert all eAgile, Inc. RFID products pursuant to such guidelines. eAgile, Inc. is not responsible for the failure of any RFID product caused by the converting process.

ACCEPTANCE: All orders are subject to acceptance by eAgile, Inc.

CANCELLATION: Orders cannot be cancelled except upon terms that will fully compensate eAgile, Inc. against loss, or as otherwise specifically agreed by the parties in writing.

RETURNS: All products sold by eAgile, Inc. are returnable only in accordance with the warranty provision hereof. Before returning any product, PURCHASER must obtain eAgile, Inc.'s prior written approval and instructions.

FORCE MAJEURE: eAgile, Inc. shall not be liable for any loss, damage, delays, changes in shipment schedules or failure to deliver caused by accident, fires, floods, labor disputes or shortages, riots, civil commotion, insurrection, war, terrorism, sabotage (including, but not limited to computer viruses), the elements, embargo, failure of carriers, extended mechanical failure, shortages of utilities, raw materials, equipment or

transportation, government action, the effect of any laws, ordinances, rules and regulations, whether valid or invalid, acts of God, or public enemy, prior orders from customers or limitations on eAgile, Inc.'s or its suppliers' production or marketing activities or any other causes or contingencies beyond eAgile, Inc.'s control.

LIMITATION OF LIABILITY: In no event shall eAgile, Inc. be liable for any incidental or consequential damages, including but not limited to, loss of profit, loss of use or production or loss of capital, even if it has been advised of the possibility of such damages. The remedies of PURCHASER set forth below under "Limited Warranty" are the sole and exclusive remedies of PURCHASER relating to the products purchased from eAgile, Inc. hereunder. The total liability of eAgile, Inc. with respect to any contract, or anything done in connection therewith such as the performance or breach hereof, or from the manufacture, sale, delivery, resale, installation or use of any products, whether arising out of contract, negligence, strict tort, or under any warranty, or otherwise shall not exceed the purchase price of the products upon which liability is based.

COMPLIANCE: All eAgile, Inc. products are manufactured in compliance with all applicable requirements of the Fair Labor Standards Act, as amended, and all other applicable laws.

SEVERABILITY: Each paragraph and provision hereof is severable and if any provision is held invalid or unenforceable the remainder shall nevertheless remain in full force and effect.

CHOICE OF LAW: All contracts shall be governed by and construed in accordance with the laws of the State of Michigan and the United States of America with venue for such disputes in the courts located in Michigan.

LIMITED WARRANTY

All statements, technical information and recommendations about eAgile, Inc. products are based upon tests believed to be reliable but do not constitute a guarantee or warranty. All eAgile, Inc. products are sold with the understanding that PURCHASER has independently determined the suitability of such products for its purposes. eAgile, Inc. products are warranted to be in material compliance with the specifications set forth on the Product Data Bulletin applicable to the product, as measured by eAgile, Inc. testing methods, for six (6) months, or such period as may otherwise be specified in such Product Data Bulletin. Any product shown, using eAgile, Inc. testing methods, to be not in material compliance with such specifications shall be replaced without charge or eAgile, Inc. may issue a credit in such amount as it deems reasonable; however, in no event shall eAgile, Inc. be responsible for claims beyond the purchase price paid for the defective product or in any way liable or responsible for consequential or incidental damages as described above under "Limitation of Liability". This limited warranty shall not apply to any products designated by eAgile, Inc. to be defective at shipping (such as non-pressure-sensitive roll inlay products designated by eAgile, Inc. to be defective), provided that PURCHASER has

not been charged for such products.

THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES, WHETHER IN LAW OR EQUITY. NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE, NON-INFRINGEMENT OF ANY STATUTORY OR COMMON LAW INTELLECTUAL PROPERTY INTEREST, INCLUDING ANY PATENT, TRADEMARK, COPYRIGHT, TRADE DRESS, TRADENAME, OR TRADE SECRET INTEREST, OR OTHERWISE, EXCEPT AS SET FORTH ABOVE (WHICH IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES) SHALL APPLY TO PRODUCTS SOLD BY EAGILE, INC.. EAGILE, INC. MAKES NO REPRESENTATIONS OR WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, EVEN IF EAGILE, INC. HAS BEEN MADE AWARE OF SUCH RIGHTS OR INFRINGEMENT. EAGILE, INC. SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER SUCH WARRANTIES. EAGILE, INC. SHALL NOT BE LIABLE TO PURCHASER FOR INDIRECT DAMAGES, INCLUDING ANY LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING OUT OF THIS AGREEMENT. NO WAIVER, ALTERATION, ADDITION OR MODIFICATION OF THE FOREGOING CONDITIONS (INCLUDING, WITHOUT LIMITATION, ANY TERMS CONTAINED ON ANY PURCHASE ORDER WHICH CONFLICT WITH THE TERMS CONTAINED HEREIN) SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY AN OFFICER OF eAgile, INC.. No salesman, representative, or agent of eAgile, Inc. is authorized to give any guarantee, warranty or make any representation contrary to the above.