

1. **Purchase and License.** Pursuant to the terms and conditions of this Agreement, Customer purchases, and Burton Randall LLC or its affiliates (collectively "Burton Randall LLC") sells, the equipment listed on the front of this Agreement (the "Equipment"). Burton Randall LLC grants, and Customer accepts, a paid-up, personal, non-exclusive, non-transferable license to use the software listed on the front of this Agreement (the "Software") (only to use in object code form and on equipment designated by Burton Randall LLC and to use all documentation relating to the Software (the "Documentation") in support thereof, as long as this Agreement is in effect and Customer is not in material default of this Agreement or until Customer discontinues the licensed use of the Software or the Documentation. Customer acknowledges that the Software may include commercially available software licensed by third parties (the "Third-Party Software"). Customer agrees to abide by the standard licensing arrangement supplied with the Third-Party Software. This Agreement covers only the Equipment and Software, including Documentation and other matters specifically set forth herein. Any other matters must be specifically set forth in a written addendum to this Agreement signed by each party.

2. **Warranty.** Burton Randall LLC warrants that the Equipment will perform according to the published specifications described in the manufacturer's product brochures during the manufacturer's stated term (unless another period is provided for on the Burton Randall LLC Sales Order to Customer) following the Installation Date (as defined below) and that at the Installation Date the Software (other than any Third-Party Software) will perform in accordance with the specifications as described in such manuals when used on the equipment designated by Burton Randall LLC. During such warranty period, Burton Randall LLC (or its agent or distributor) shall promptly (i) repair or replace (at the manufacturer's or its agent's or distributor's discretion) the Equipment to make it free of any defects of materials or workmanship and (ii) correct any material faults, inaccuracies or omissions in the Software (other than any Third-Party Software) existing at the Installation Date. Components of new Equipment and components used in performing warranty service on used Equipment may be remanufactured, rebuilt or refurbished, provided that such components are equivalent in function and quality to a new component. However, Burton Randall LLC's obligations under this Section 2 shall not apply to consumable items, loss of use, or to any defect caused by normal wear and tear or by neglect, misuse, abuse, improper service or maintenance, fire, flood or other acts of God. **THE WARRANTIES GIVEN IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** "Installation Date" shall mean the date determined by the earlier to occur of (i) the completion of on-site assurance testing by the manufacturer or its agent or distributor or (ii) 30 days from delivery of the Equipment and the Software. The warranty does not cover the cost of shipping defective parts from the manufacturer or replacement parts to the end user site. The warranty does not cover any travel and accommodations charges during the warranty period. All shipping expenses and travel and accommodation charges will be the sole responsibility of the Customer. The usage of any consumable items that are not certified by the manufacturer may cause serious damage to the equipment and may cause the equipment to fail to perform according to the published specifications. The usage of any non manufacturer certified consumables such as, but not limited to, projector lamps, photopolymer resin, and material basements will immediately void any warranty or extended warranty without any refund to the customer. Burton Randall LLC reserves the right to refuse technical support and/or stop providing any consumables or spare parts to any customer who uses non manufacturer certified consumables and parts. By purchasing any Burton Randall LLC equipment, the customer agrees without any conditions or any objections to use only manufacturer certified consumables and parts.

3. **Delivery and Payment.** Delivery of the Equipment and the Software shall be F.O.B. at Burton Randall LLC's facility on the shipping date set forth on the Sales Order. Burton Randall LLC will use its best efforts to give Customer notice of delays; provided, however, that Burton Randall LLC will not be liable for any damages for delay of delivery or for any failure to give such notice and delay shall not be grounds for cancellation of this Agreement. Burton Randall LLC shall prepay all freight and insurance relating to the shipment of the Equipment and invoice Customer for the same. Unless otherwise provided on the front of this Agreement, payment of the total purchase price for the Equipment and Software shall be due: (i) 50% with initial down payment with order (upon the execution of this Agreement), and (ii) remaining 50% plus any additional charges upon readiness of shipment. **The payment terms on the Burton Randall LLC Sales Order only shall override any payment term that is in conflict with these Terms and Conditions Agreement clauses.** Customer shall pay interest at the rate of one and one-half percent (1.5%) per month or the highest legal interest rate, whichever is lower, on all overdue amounts. Customer shall provide Burton Randall LLC with appropriate documentation if any exemption from sales or use taxes is claimed. Customer grants to Burton Randall LLC a purchase money security interest on all of the Equipment delivered until Burton Randall LLC has received payment in full and at Burton Randall LLC's request, Customer will execute a UCC-1 financing statement in connection with such security interest.

4. **Installation.** Burton Randall LLC shall install the Equipment and Software at the site designated by Customer; provided, however, that Customer shall be responsible for the preparation of such site according to the specifications provided by Burton Randall LLC and for any special handling charges or other arrangements, such as charges relating to storage, drayage, cranes or building modifications. Burton Randall LLC shall perform on-site assurance tests on the Equipment and Software. All installation services shall be performed by Burton Randall LLC during normal working hours on normal working days, and Customer shall provide Burton Randall LLC with full and free access to the Equipment, which access shall include computer time at no charge to Burton Randall LLC.

5. **Cancellation/Restocking/Credit Card Fees.** Due to the nature of the machines, the special manufacturing, made to order form of machinery, **there is a Twenty Five Percent (25%) Cancellation Fee off the entire invoice amount, including the Ancillary Equipment, Post Processing Equipment and non-equipment.** This Cancellation Fee applies regardless of whether the machine was shipped, in transit, or at Customers facility but not yet installed.

There is a Twenty Five Percent (25%) Restocking Fee off the entire invoice amount, including Ancillary Equipment and Post Packaged material on all machines that have been returned within the 30 day period allotment under these Terms and Conditions Agreement. The Restocking fees cover the ready to order manufacturing costs, shipping, training, travel costs for Burton Randall LLC, Engineers, installing, crating, initial material provided with machine, and the reduced value of the machine once it has been used.

In the event that the customer pays for the machine using a credit card, then the customer agrees that there will be a 4% credit card fee in addition to the 25% order cancellation or restocking fee.

6. **No Chargebacks.** Customer agrees and understands that the charges on a credit card or for any check for the machine and any items purchased for the machine through Burton Randall LLC are irrevocable, undisputable and may not be charged back, contested or challenged now or in the future, doing so is a material breach of this agreement for which Burton Randall LLC would be entitled to attorney fees, costs

and fees associated with addressing a chargeback in addition to the amount challenged. Should Customer not pay the amount submitted to by Burton Randall LLC for the cost of the chargeback within 30 days after Burton Randall LLC has submitted its amount of cost due to Customer contesting a charge, the charges will be turned over to a collection agency. Burton Randall LLC shall have at its sole disposal any other legal remedy it independently chooses to pursue any collection against Customer for the cost of the chargeback. Customer further agrees that proof of purchase by Burton Randall LLC is all that is necessary to establish to the credit card agency or banking institution to deny a chargeback to Customer.

7. Execution of the Burton Randall LLC Acceptance Protocol Agreement Upon Installation. By signing the document termed "Burton Randall LLC Acceptance Protocol" Customer is unconditionally consenting to all of the following:

- a) That the machine was installed properly
- b) That the machine is in proper working condition
- c) That appointed staff members of the Customer have completed the appropriate training program satisfactorily
- d) That the absolute most that can be refunded under any situation is the price of the machine less the Twenty Five Percent (25%) Restocking Fee, assuming the Customer notifies Burton Randall LLC in writing within 30 days of installation that it wishes to return the machine under the set terms and conditions, otherwise the machine is non-refundable and non-returnable immediately after the 30 days period, no exceptions.
- e) That under no circumstances will additional language or conditions that are inserted by the signor next to or on the document upon execution of the signature by the Customer alter any terms and conditions laid out in this Agreement.
- f) That in order for Customer to be refunded the amount of the machine less the 25% restocking fee, Customer must have paid the entire price of the machine and further the machine must have been shipped back in the condition it was upon delivery and be back in possession of Burton Randall LLC before any funds are returned to Customer, no exceptions.
- g) That Customer acknowledges that all sections of the Burton Randall LLC Acceptance Protocol Agreement are a material part of this Terms and Conditions Agreement and are relied upon by Burton Randall LLC to enter into this Agreement of Sale.

8. Indemnification/Limitation of Liability. Burton Randall LLC shall indemnify and hold Customer harmless from all losses, claims, damages, actions and expenses, including reasonable attorney's fees and expenses, arising out of any claim that the Equipment or Software (other than any Third-Party Software) infringes a United States patent, copyright or other proprietary right, provided that Customer shall promptly notify Burton Randall LLC in writing of any such claim. Burton Randall LLC shall have the right, but not the obligation, to assume control of the defense of any such action, which control shall include, without limitation, the selection of counsel and the right to settle any such action. Burton Randall LLC may elect (in its sole discretion) to substitute comparable non-infringing equipment or software for the Equipment or Software, modify the Equipment or Software to make it non-infringing or obtain for the Customer, at Burton Randall LLC's expense, a license to continue using the Equipment or Software. If such alternatives are impractical or the continued use of the Equipment or Software is enjoined, Burton Randall LLC may buy back the Equipment or Software from the customer for the original purchase price less the reasonable rental value for its use at Burton Randall LLC's lowest standard lease or rental rate for the Equipment or Software when originally delivered to Customer or as otherwise determined in good faith by Burton Randall LLC if Burton Randall LLC then or thereafter does not have a standard rental rate. Burton Randall LLC shall indemnify and hold Customer harmless from any losses, claims, damages, or expenses to the extent they result from the proven gross negligence or willful misconduct of Burton Randall LLC. In all other respects, **Customer's use of the Equipment and Software is at Customer's own risk.**

IN NO EVENT, SHALL BURTON RANDALL LLC BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOST CONTRACTS OR BUSINESS, WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT OR OTHER LAWS.

BURTON RANDALL LLC LIABILITY HEREUNDER SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL PRICE PAID BY CUSTOMER FOR THE EQUIPMENT AND SOFTWARE MINUS TWENTY FIVE PERCENT (25%) RESTOCKING FEE OF THE INVOICE AMOUNT OR CANCELLATION FEE OF THE INVOICE AMOUNT. THIS AGREEMENT IN NO WAY CREATES ANY THIRD PARTY RIGHTS.

9. Software and Documentation. Subject to the rights granted to Customer herein, all rights, title and interest in and to the Software and Documentation are and shall remain the property of Burton Randall LLC and Customer shall not make any copies of the Software other than a reasonable number of backup copies and shall maintain all copyright notices on all copies of the Software. Customer acknowledges and agrees that the Software and all permitted copies thereof, the Documentation and the know-how associated with operating and maintaining the Burton Randall LLC System, constitute valuable trade secrets of Burton Randall LLC. Customer shall not reverse, compile or disassemble the Software or any portion thereof; in such event, the modified Software shall be subject to this Agreement. Customer shall not disclose, sublet, sublicense, assign or transfer the Software, Documentation or know-how associated with operating and maintaining the System or any portion thereof, or any rights relating thereto to any third party without the prior written consent of Burton Randall LLC. Burton Randall LLC may (but is not obligated to) modify the design, instructions or operating parameters of the Software or any portion thereof; in such event, the modified Software shall be subject to this Agreement. The license granted under Section 1 does not include the right to obtain or practice new releases or upgrades of any Burton Randall LLC software. Customer agrees to limit its use of the Software solely to the equipment on which the Software was originally installed by Burton Randall LLC or on such other equipment as Burton Randall LLC may consent in writing. Upon the termination of the license to use the Software, Customer shall return all copies of the Software and the Documentation to Burton Randall LLC.

10. ARBITRATION/APPLICABLE LAW. All disputes, controversies, claims, allegations, meaning or application, or differences which may arise between the parties, out of or in relation to, or in connection with this Agreement, or any of its appendices attached thereto, or for the breach thereof, shall be settled by arbitration under the Rules of the American Arbitration Association (a/k/a AAA) by one or more arbitrators appointed in accordance with such rules. The arbitration shall be held in the State of Florida and governed under the Constitution and Laws of the State of Florida. The decision of the arbitrator will be final and binding on the parties, and each party agrees to abide by and comply with the award and decision of the arbitrator. Either party may file the Arbitrator's award with the Highlands County Circuit Court for a judgment on the award.

11. COMPLIANCE WITH GOVERNMENT REGULATIONS

(a) Customer shall not sell any Equipment, Software or other product purchased from Burton Randall LLC (collectively "Products"), or

provide any services to, or for the use or benefit of, any intermediary or ultimate purchaser with which Burton Randall LLC and its affiliates could not deal under the laws or regulations of Germany, the European Union (EU) or the United States, including, without limitation, the regulations of the German or U.S. departments of Commerce, Defense, State and Treasury. This includes, but is not limited to, persons in or nationals of Cuba, Iran, North Korea, Sudan (North) and Syria. Customer shall comply with all other laws and regulations of Germany, the EU, the United States and any other cognizant jurisdiction relating to the sale, shipment or transfer of Burton Randall LLC's and its affiliate's Products. This includes controls on the export and re-exports of Burton Randall LLC and its affiliate's equipment, components or print materials of U.S. origin sold, shipped or transferred outside of the United States.

(b) If Customer is transferring the Products to another party or location, Customer must identify the name and country of the end user before Burton Randall LLC will release Products for shipment. Where German, EU or U.S. licenses under export control or sanctions rules are required for a sale, shipment, transfer or service, Customer will request the necessary government authorization(s) in coordination with Burton Randall LLC and will not proceed with such transactions or activities until after the competent authority has issued the requested license. Customer shall provide copies of any such licenses to Burton Randall LLC. Customer also shall be responsible for obtaining any required governmental authorizations for other jurisdictions, such as import licenses and foreign exchange permits. Burton Randall LLC shall not be liable if any authorization is delayed, denied, revoked, restricted, or not renewed. Customer shall bear all such risks and costs caused thereby and shall not be relieved thereby of any of its obligations to pay Burton Randall LLC.

(c) Customer, its personnel, contractors and agents, and any subsidiaries, affiliates or joint-venture partners subject to the Customer's control, will comply with the requirements of applicable "Anti-Corruption Laws" and represent that they have not and will not make any "Corrupt Payment." Burton Randall LLC must approve any payments or provision of anything of value to a Government Official in relation to this Agreement in advance and Customer must provide receipts in advance of any reimbursement of expenses related to this Agreement. The following definitions shall apply:

(i) Anti-Corruption Law means the U.S. Foreign Corrupt Practices Act (the "FCPA") and Travel Act (prohibiting commercial bribery); the German European Union Anti-Corruption Act and Act on Combatting International Bribery; any anti-bribery and related prohibitions implemented under the Organization for Economic Cooperation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (the "OECD Convention"); or other anti-bribery/anti-corruption laws, statutes, rules or regulations of any country that may be applicable to Customer or to Burton Randall LLC or its affiliates.

(ii) Corrupt Payment means (i) the direct or indirect payment, promise, offer or authorization of anything of value to any government official to induce him or her to violate a lawful duty or improperly help the Customer and/or Burton Randall LLC to obtain or retain business; (ii) the direct or indirect payment, promise, offer or authorization of any illegal contributions relating to political activity in order to help the Customer and/or Burton Randall LLC obtain or retain business; and (iii) the payment, promise, offer or authorization of anything of value to any director, officer, employee or representative of any customer or supplier, to encourage the recipient to violate any lawful duty he or she owes to his or her employer.

(iii) The term "Government" means an agency, department, instrumentality, subdivision or other unit, organ or body of any national, state or local government, including hospitals, other health facilities, or educational institutions, which are owned or operated by a government, and including any secretariat, decentralized organization, regulatory agencies, and government-owned or controlled businesses, corporations, or societies.

(iv) The term "Government Official" means any officer or employee of a Government, at any level of Government, including any employee or official in the executive, legislative, or judicial branches, at the parliamentary level or its equivalent, or of an International Public Organization, or of a national or foreign political party or any person acting in an official capacity for or on behalf of such Government, department, secretariat, decentralized organization, unit, or organ, or for said International Public Organization or national or foreign political party or political candidate, or on behalf of any of these. This shall include relatives of any such persons, which are known, or that after a reasonable inquiry by the Customer or should be known to be relatives of such Government Official.

(d) Customer will undertake all commercially reasonable efforts to conduct due diligence in its business dealings sufficient to comply with this clause regarding legal and regulatory compliance.

(e) Willful or negligent violation of such laws or regulations as discussed above shall be considered just cause for the immediate and unqualified cancellation of this Agreement by Burton Randall LLC without any liability on the part of Burton Randall LLC. Customer further agrees to immediately transmit to Burton Randall LLC any information that may come to its attention concerning violation of such regulations by Customer's customers.

(f) In support of this compliance clause, Burton Randall LLC shall have the right to audit Customer's expenses and activities in relation to this Agreement and to request periodic reports as Burton Randall LLC may be appropriate in relation to Customer's expenses.

12. ENTIRE AGREEMENT This entire Agreement supersedes all other agreements and understandings, and becomes the entire Agreement between the parties.

13. STATUTE OF LIMITATIONS Any claim brought against Customer for known or unknown allegations against Burton Randall LLC, must be filed, if at all, no more than six (6) months after the date of the action that is the subject of the claim or lawsuit. Customer acknowledged the limited period of Statute of Limitations on which to bring an Arbitration Claim and waives any argument to the contrary.

14. Miscellaneous. Both Burton Randall LLC and Customer will comply with all laws applicable to them in connection with the performance of their respective obligations under this Agreement. Except as specifically set forth in Section 1 above, nothing contained in this Agreement shall constitute a grant by Burton Randall LLC to Customer of any right or license with respect to any product, patent, copyright, trademark, trade secret, know-how or other confidential or proprietary information in which Burton Randall LLC has an interest. Upon a material breach of this Agreement by Customer, in addition to all other rights and remedies under the law, Burton Randall LLC may terminate this Agreement and/or licenses granted to Customer hereunder. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions hereof. The headings of the several Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. This Agreement (including any addendum hereto) represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and it supersedes any and all prior or contemporaneous discussions, agreements, and understandings relating thereto. This Agreement may not be varied or modified other than by a writing executed on behalf of the parties and shall be binding upon the parties and their respective successors and assigns.