

## TERMS AND CONDITIONS OF SALE FOR WAGER PRODUCTS

1. ACCEPTANCE – Buyer's order is accepted upon the following terms and conditions of sale. If the terms stated in Buyer's order are inconsistent with the terms contained herein the Seller's acknowledgement shall constitute a counter offer and Buyer shall be deemed to have accepted the Seller's terms unless it notifies Seller to the contrary in writing within seven (7) days after receiving Seller's acknowledgement.
2. ESCALATION – Unless otherwise specified, seller reserves the right, at its sole discretion, to revise the price herein to the price currently in effect at time of shipment, subject to limitation of 1% per month from the month of quotation to the month of shipment.
3. PAYMENT – Unless otherwise specified, terms are net cash 30 days after date of invoice payable in U.S. dollars. Invoices will be submitted as partial shipments are made. Overdue payments shall be subject to finance charges computed at a periodic rate (to the extent permitted by law), of 1.5% per month (18% per year). If any past due bill is submitted for collection through a collection agency and/or legal avenues, all costs of collection, including reasonable attorneys' fees shall be paid by the buyer.
4. SHIPMENT – (a) All shipments will be F.O.B. shipping point, freight collect unless otherwise specified: (b) time for shipment is approximate and is based upon prompt receipt from Buyer of all necessary information and approval of drawings. Seller shall not be liable to Buyer for any loss, damage or delay due to any cause beyond Seller's reasonable control, including, without limitation, labor troubles; fire; governmental act, regulation or request; delay in transportation, and inability to obtain labor, fuel, power, materials, components or manufacturing facilities. In the event of any such delay, the date of shipment shall be extended for a period equal to the time lost by reason of delay.
5. RISK OF LOSS – Buyer assumes all responsibility for and risk of loss of or damages to the equipment upon delivery at Seller's shipping point even though Seller may have selected the carrier and even though Seller may have agreed to undertake or participate in the installation of the equipment. All claims for breakage, loss, delay and damage should be made to carriers, but Seller will render Buyer all possible assistance in securing satisfactory adjustment of such claims.
6. WARRANTIES – Seller expressly warrants to Buyer (a) that the equipment will comply with the description set forth herein; (b) that the components and parts fabricated by Seller will be free from detrimental defects in workmanship and materials. If it appears within one year from date of shipment by Seller that the equipment does not meet these express warranties and Buyer gives Seller prompt and reasonable notice, Seller shall, at its option, either repair or replace at its expense, F.O.B. Seller's works, but not dismantle or reinstall, the defective parts provided, upon request such parts are shipped freight prepaid to Seller's works. These warranties shall not apply if equipment is subjected to other than normal and proper storage, handling, installation, operation and maintenance or to unauthorized repairs or alterations. Equipment, components and accessories made by other manufacturers are warranted only to the extent of the original manufacturer's warranties to Seller. THE FOREGOING WARRANTY OBLIGATION OF THE SELLER SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER AND THE SOLE LIABILITY OF THE SELLER. EXCEPT AS SET FORTH HEREIN AND EXCEPT AS TO TITLE IT IS EXPRESSLY AGREED (A) THAT THERE IS NO WARRANTY OF MERCHANTABILITY OF ANY OTHER WARRANTY, EXPRESS IMPLIED OR STATUTORY, NOR ANY AFFIRMATION OF FACT OR PROMISES BY SELLER WITH RESPECT TO THE EQUIPMENT OR PARTS OR OTHERWISE WHICH EXTEND BEYOND THE SPECIFICATIONS MUTUALLY AGREED UPON IN WRITING BY SELLER AND BUYER, AND (B) THAT THE BUYER ACKNOWLEDGES THAT IT IS PURCHASING THE EQUIPMENT SOLELY ON THE BASIS OF THE COMMITMENTS OF SELLER EXPRESSLY SET FORTH HEREIN. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, ANTICIPATED PROFITS.
7. CONSEQUENTIAL DAMAGES – In no event shall Seller be liable to Buyer on a claim on any kind, including negligence, for any interruption of operations, loss of anticipated profits or for special, incidental, contingent or consequential damages.
8. TAXES – All federal, state and local sales, use, gross receipts, value added, or other taxes (with the exception only of taxes on net income, corporate franchise or capital stock and taxes or contributions measured by wages and salaries of Seller's employees under social security laws), now or hereafter enacted, shall be Buyer's responsibility, and shall be paid by Buyer either to Seller or the public authorities, as the case may be.
9. PATENTS – As to any equipment made by Seller in accordance with its own specifications, Seller shall at its expense, defend any suit or proceedings against Buyer so far as based on a claim that the equipment constitutes an infringement of any now existing United States patent, if notified promptly in writing and given authority, information, and assistance, at Seller's expense. In the event of a final award of costs and damage, Seller shall pay such award. In the event the use of such equipment by Buyer is enjoined, Seller shall, at its expense, either (a) procure for Buyer the right to continue using such equipment, (b) modify such equipment to render it non-infringing, (c) replace such equipment with non-infringing equipment, or (d) remove such equipment and refund the purchase price. Seller will not be responsible for any compromise or settlement made without its written consent. The foregoing states the entire liability of Seller for patent infringements, and in no event shall Seller be liable for a claim based on the use of equipment for a purpose other than that for which sold or for particular products produced by the equipment, or for damage assessed on the basis of product output. As to any equipment made in accordance with specifications furnished by Buyer to Seller, Buyer shall indemnify Seller against any claim for patent, trademark or copyright infringement arising out of compliance with such specifications.
10. PARTIES, GOVERNING LAW – The agreement shall be binding upon the parties and upon the heirs, executors, successors and assigns and this agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina, New Jersey, Alabama, and California, as selected by the Seller in its sole discretion. If the products purchased hereunder are purchased by a Buyer residing in a country other than the United States, then the parties agree that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from this contract.
11. MODIFICATIONS, RECISSION, AND CANCELLATION – No modifications or rescission of Buyer's order accepted by Seller shall be binding unless reduced to writing and signed by an authorized representative of each party. A waiver by Seller of this requirement with respect to any modification of any term shall not operate to preclude Seller from asserting this provision with respect to any other term. No such order may be cancelled or terminated except upon payment of reasonable charges for the work performed to that date.
12. ENTIRE AGREEMENT – There are no understandings between the parties as to the subject matter of this agreement other than as set forth herein. No other conditions, course of dealing or trade usage shall be considered a part of this agreement unless agreed to in writing by the parties hereto; and all previous negotiations and understandings whether oral or written will be superseded by this agreement.
13. RETURNS – Except as provided in paragraph 6, equipment purchased hereunder may not be returned to Seller for credit unless Seller in its sole discretion consents in writing to such a return. Sizes and designs taken from Seller's regular line which are in active demand can be accepted at the list price at the time of return, or invoice price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred restoring goods to saleable condition. In addition, Buyer shall be subject to a restocking fee of 25% for products returned. Obsolete or specially manufactured equipment can be accepted for return or credit only to the extent of the value to Seller in each case. Buyer guarantees that any product returned is in original condition and packaging is free from any liens. No credit will be issued to other than the original purchaser.
14. DESIGN – All designs and specifications shown in Seller's catalog are subject to change without notice.
15. SUBMISSION TO JURISDICTION; WAIVER OF JURY AND BOND – Buyer hereby consents to the jurisdiction of any state or federal court located within the states of North Carolina, New Jersey, Alabama and California, and irrevocably agrees that, subject to the Seller's sole and absolute election, all actions or proceedings relating to this agreement shall be litigated in such courts, and the Buyer waives any objection it may have based on improper venue or forum nonconvenience to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of

process be made by mail or messenger and that service so made shall be deemed complete upon the earlier of actual receipt or three (3) days after the same shall have been posted to Buyer. Seller and Buyer acknowledge that the time and expense required for trial by jury exceed the time and expense required for a bench trial and hereby waive, to the extent permitted by law, trial by jury, and waive any bond or surety or security upon such bond which might, but for this waiver, be required of Seller. Nothing contained in this section shall affect the right of Seller to serve legal process in any other manner permitted by law or affect the right of Seller to bring any action or proceeding against Buyer or its property in the courts of any other jurisdiction.