

STANDARD SALES TERMS AND CONDITIONS

1. PAYMENT:

Checks are accepted subject to collection and the date of collection shall be deemed the date of payment. Any check received from Buyer may be applied by Seller against any obligation owing by Buyer to Seller, under this or any other contract, regardless of any statement appearing on or referring to such check, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller, and the acceptance by Seller of such check shall not constitute a waiver of Seller's right to pursue the collection of any remaining balance.

On any invoice not paid by maturity date (net thirty (30) days), Buyer shall pay interest from maturity to date of payment at the annual percentage rate of 18% (or such lower rate as may be the maximum allowable by law), together with Seller's costs of collection (including reasonable attorney's fees).

Buyer agrees to pay the entire net amount of each invoice rendered by Seller pursuant to the terms of each such invoice without offset or deduction.

Prices for any undelivered Products may be increased by Seller in the event of any increase in Seller's cost of supplies, raw materials, labor or services, or any increase in Seller's cost resulting from governmental action or any other cause beyond Seller's control.

2. CREDIT:

Seller may at its sole discretion at any time change the terms of Buyer's credit, require payment in cash before shipment of any or all of the Products specified herein, and/or require anticipated payment of any or all amounts due or to become due under this contract. If Seller believes in good faith that Buyer's ability to make the payments called for by this contract is or may be impaired, Seller may cancel this contract or any remaining balance thereof. Buyer remaining liable to pay for any Products already shipped.

3. DELIVERIES/TITLE:

Subject to Seller's right of stoppage in transit, delivery of the products to a carrier shall constitute delivery to Buyer, and risk of loss shall thereupon pass to Buyer, however title shall remain in Seller until Buyer makes payment in full under the contract. Products invoiced and held by Seller for any reason shall be at Buyer's risk and expense. Delivery route shall be the election of Seller unless specifically defined by Buyer.

Delivery of any installment of Products within 30 days after the date specified therefor shall constitute a timely delivery. Thereafter, delivery shall be deemed timely unless prior to shipment Seller has received written notice of cancellation. Delay in delivery of one installment shall entitle Buyer to cancel that installment only.

Should delivery of all or any part of the Products specified herein (or any other obligation of Seller) be delayed by events beyond Seller's control, Seller's time for performance shall be extended by the period of delay, or Seller may, at its option cancel this contract without liability. Buyer shall remain liable for shipments already made.

4. ORDERS:

Orders for Products are subject to acceptance in writing by Seller. Orders may not be canceled or rescheduled after delivery by Seller to the carrier.

Special orders for items not normally stocked are non-cancelable and non-returnable.

5. SELLER'S LIMITED WARRANTY:

Seller warrants to Buyer that the Products will conform to applicable specifications and shall be free from defects in material and workmanship under normal use and service for one year from delivery to Buyer. Seller makes no other warranty, expressed, or implied, with respect to the Products. Seller shall repair or replace, at its option, any goods that are shown to be defective in material or workmanship within a one-year period upon written notification from Buyer clearly identifying each and every defect and providing for inspection of such goods at Seller's facility. All transportation charges for authorized warranty return products are at the Buyer's sole responsibility. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT BEING LIMITED TO, LOSS OF PROFIT, LOSS OF DATA USE, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCTS IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

6. PRODUCTS FIELD OF USE:

Products, sold by Seller are specifically designed for use in Motorsports applications and use outside of this field is strictly prohibited. Seller's customers using or selling such products outside the field of use do so at their own risk and agree to fully indemnify Seller for any damages resulting from such use or sale.

7. PRODUCT LIABILITY:

Buyer shall assume all responsibility for product liability related to the Products sold by Seller. Acceptance occurs when Buyer takes delivery of Products. It is the Buyer's responsibility to ensure that the Products are used in a safe and careful manner. BUYER MAKES NO WARRANTY OF MERCHANTABILITY REGARDING THE DESIGN, MANUFACTURE, SALE OR USE OF THE PRODUCTS. In the event of a product liability or similar suit against the Seller relating to the Buyer's use or sale of the Products, Buyer shall agree to fully indemnify Seller, its employees and officers for any damages resulting from such action. It is the responsibility of the Buyer to ensure that only qualified personnel use the Products. Unauthorized use by any individual is strictly prohibited.

8. CLAIMS:

Buyer is deemed to have accepted the Products unless notice of rejection is given within a reasonable time, which is agreed to be within five (5) days after receipt. Buyer waives any right to invoke acceptance thereafter.

Claims of late delivery are barred unless made prior to receipt of Products and the receipt of any Products shall constitute a waiver of any claim that they were delivered late.

No return of Products will be accepted by Seller without a return material authorization number (RMA), which will be issued at Seller's sole discretion. Returned Products must be in original shipping cartons, and must be complete with all packing materials. All Products for return must be freight prepaid. Returned items are subject to a 20% restocking charge.

Defective software will be replaced, but no return for credit will be allowed. Notice of defective Products must be made within five (5) working days of receipt. A complete description regarding the nature of the defect must be included with all returned Products. All items not eligible for credit will be returned to Buyer, transportation collect.

9. TAXES/FREIGHT:

Unless otherwise agreed in writing, the amount of all transportation charges from Seller's location and of all taxes or other charges now or hereafter imposed by any government authority upon the sale, purchase, resale, delivery, manufacture, production or possession of the Products specified herein, which may be paid by Seller or for which Seller may be liable, shall be paid to Seller by Buyer in addition to the purchase price of the Products.

10. SOFTWARE:

Computer software, if any, is transferred by Seller to Buyer pursuant to a single user license the royalty, terms and conditions of which are set forth on or in the container in which such software is packaged.

11. GENERAL:

This contract contains the entire agreement between the parties and supersedes any prior or contemporaneous oral written agreements or communications between them relating to the subject matter hereof.

This contract may not be assigned, modified, or canceled without Seller's prior written consent and any attempt to assign, modify or cancel it without such consent shall be absolutely void.

No delay or omission to exercise any right, power or remedy accruing to Seller upon breach or default by Buyer under this contract shall impair any such right, power or remedy of Seller, or shall be construed as a waiver of any such breach or default. All waivers must be in writing.

In the event any of the provisions hereof shall, for any reason, be held void or unenforceable, the remaining provisions shall remain in full force and effect and shall control.

Any provisions of this contract prohibited by law of any state shall, as to said state, be ineffective to the extent of such prohibition without in validating the remaining provisions of this contract.