

**DSA DETECTION
LEGAL TERMS & CONDITIONS**

1. ACCEPTANCE OF THIS AGREEMENT.

You (“Customer”) and DSA Detection, LLC (“DSA”) agree that these Legal Terms & Conditions (“Agreement”) is a legally binding contract. Customer accepts this Agreement either by signature on the acknowledgment copy or the receipt of products from DSA. No condition stated by Customer in ordering, accepting or acknowledging any product shall be binding upon DSA if it is in conflict with, inconsistent with, or in addition to this Agreement unless accepted by DSA in writing. Additional or different terms proposed by Customer are rejected by DSA unless assented to in writing by DSA.

2. ORDERS.

2.1 Orders. Customer must submit a written purchase order (“Order”) to DSA for the purchase of any products. All Orders submitted by Customer to DSA shall be deemed to incorporate and be subject to this Agreement.

Projections, past purchasing history and representations about quantities to be purchased are not binding on DSA.

2.2 Changes to Orders. Customer may not make changes or reductions to an Order after DSA has begun to fulfill the Order without DSA’s prior written approval. If DSA agrees to change an Order at Customer’s request, Customer agrees to pay any increase required for performance of the Order and any other charges related to the change.

3. DELIVERY.

Customer agrees to accept delivery of products related to an Order. DSA may deliver products to Customer in more than one package or container, and may deliver products to Customer on a rolling basis.

Lead times provided are estimated and do not begin until after receipt of payment. DSA Detection shall not be held accountable for unforeseen delays regarding ship date.

4. PRICING; TAXES.

4.1 Price Changes. DSA may increase the price of products without Customer’s approval.

4.2 Taxes. The prices set forth by DSA do not include any taxes. Customer shall be responsible for all taxes and any other expenses incurred for any licenses required for clearance at the ports of entry and destination. In addition, Customer shall pay all applicable sales, customs, duty, use, property, withholding, value-added, excise and any other taxes or duties imposed under the authority of any foreign, federal, state or local taxing jurisdiction.

5. PAYMENT TERMS.

Terms of payment are due as a prepayment prior of delivery via a wire transfer or credit card.

6. CUSTOMER REPRESENTATIONS, WARRANTIES AND GUARANTEES.

If Customer resells any DSA products, Customer represents, warrants and guarantees that:

6.1 The products will be new and not used, remanufactured, reconditioned, reengineered or refurbished, and will comply with all DSA specifications;

6.2 The products are genuine and not counterfeit, adulterated, misbranded, falsely labeled or advertised or falsely invoiced within the meaning of any applicable local, state or federal laws or regulations;

6.3 DSA’s name, symbols, logos, trademarks and identification numbers must be plainly marked on all products, packages, bills of lading and shipping orders.

6.4 The products shall be delivered in good and undamaged condition and shall, when delivered, be merchantable and fit and safe for the purposes for which the same are intended to be used;

6.5 All weights, measures, sizes, legends or descriptions printed, stamped, attached or otherwise indicated with regard to the products are true and correct, and conform and comply with all laws,

rules, regulations, ordinances, codes and/or standards of Federal, state and local governments relating to said articles;

6.6 The products are not in violation of any other laws, ordinances, statutes, rules or regulations of the United States or any state or local government or any subdivision or agency thereof; and

Customer also represents, warrants and guarantees that it maintains insurance in types and amounts appropriate for Customer's business and sufficient to cover any obligations under this Agreement, including indemnification.

6.7 Images purchased from DSA Detection, including but not limited to X-ray images, may not be resold in the form of digital or printed images.

7. INDEMNIFICATION

Customer shall protect, defend, hold harmless and indemnify DSA, including its officers, directors, employees and agents, from and against any and all lawsuits, claims, demands, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees and court costs), regardless of the cause or alleged cause thereof, and regardless of whether such matters are groundless, fraudulent or false, arising out of any actual or alleged:

- (a) Violation of any terms of this Agreement or any representations, warranties or guarantees;
- (b) Death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed to result in whole or in part from any actual or alleged improper use of products; and
- (c) Violation of any law, statute, ordinance, governmental administrative order, rule or regulation by Customer relating to the products, or to any of its components or ingredients, or to its manufacture, shipment, labeling, use or sale.

Customer shall promptly notify DSA of the assertion, filing or service of any lawsuit, claim, demand, action, liability or other matter that is or may be covered by this indemnity, and shall immediately take such action as may be necessary or

appropriate to protect the interests of DSA, its officers, directors, employees and agents.

8. TERMINATION OF AGREEMENT.

8.1 Termination. Either DSA or Customer may terminate this Agreement with 30 days written notice. Termination of this Agreement shall not release Customer from any obligation in this Agreement.

8.2 Rights Upon Termination. Upon termination of this Agreement by either party, Customer will immediately return to DSA all copies of Confidential Information of DSA, catalogues and literature in its possession, custody or control.

8.3 Survival of Terms. No termination or expiration of this Agreement shall affect any of the terms of this Agreement related to representations, warranties, guarantees, indemnification, intellectual property and the protection of Confidential Information. These provisions shall survive termination or expiration of this Agreement.

9. CONFIDENTIAL INFORMATION.

9.1 Obligations of Confidentiality. During the term of this Agreement, DSA may disclose to Customer certain information which is confidential or proprietary ("Confidential Information"), including, without limitation, information relating to product prices or discounts, DSA's business affairs, customers, products, specifications, DSA's manufacturing processes or technical data relating to any product. Customer agrees to keep Confidential Information secret, only use Confidential Information for the purpose of fulfilling its obligations hereunder and shall disclose the Confidential Information only on a confidential basis to its own employees who have a need to know for purposes permitted by this Agreement. Customer shall not disclose any such Confidential Information to any third party without the prior written authorization of DSA and shall not allow any Confidential Information, or copies thereof, out of its possession and control.

9.2 Injunctive Relief. It is agreed that the unauthorized use or disclosure of any DSA Confidential Information by Customer in violation of this Agreement will cause severe and irreparable damage to DSA. In the event of any violation of this

Agreement, Customer agrees that DSA shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and/or permanent injunctive relief, as well as any other relief permitted by applicable law.

10. INTELLECTUAL PROPERTY.

10.1 Customer acknowledges that DSA's products, processes and related documentation contain intellectual property that belongs to and are the property of DSA, and that some of this information may be made available to Customer in confidence and solely on the basis of its confidential relationship with DSA.

10.2 Customer shall communicate promptly to DSA in writing any and all modifications, design changes or improvements of products or processes suggested by Customer. DSA shall be and remain the sole and exclusive owner of all such information. Customer further agrees that DSA shall have and is hereby assigned any and all right, title and interest in and to any such suggested modifications, design changes, or improvements of the products, without the payment of any additional consideration therefore either to Customer, its employees or agents.

10.3 Customer shall not reverse engineer or authorize others to reverse engineer any of DSA's products. Customer shall not file any patent applications or any other claim to rights in DSA's products or any modification made or recommended to DSA's products.

11. GENERAL PROVISIONS.

11.1 Notices. All notices, requests and demands given to or made upon the parties shall be in writing and shall be properly addressed, postage prepaid, sent via mail, sent electronically via email, or personally delivered to either party. The date of receipt for purposes of this Agreement shall be the date on which such notice was actually received.

11.2 Non-Agency. DSA and Customer shall not be deemed to be agents of each other, and no joint venture, franchise, partnership, agency, or other relationship shall be created or implied by this Agreement. Each party shall be prohibited from doing any acts that may create the impression of agency or legal partnership. Customer shall have no authority to enter into agreements of any kind on behalf of DSA, and shall have no power or authority

to bind or obligate DSA in any manner to any third party. Except as expressly set forth herein, each party shall bear full and sole responsibility for its own expenses, liabilities, and costs of operation.

11.3 Governing Law and Legal Actions. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts. The parties agree and consent to jurisdiction in the Commonwealth of Massachusetts, and agree that any legal actions relating to this Agreement or any issues between the parties must be filed in the Commonwealth of Massachusetts.

11.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement shall not be affected thereby, and each such provision of this Agreement shall be valid and enforceable to the extent granted by law.

11.5 No Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

11.6 Assignment. This Agreement and the rights and obligations hereunder are not transferable or assignable by Customer without the prior written consent of DSA, which may withhold its consent in its sole discretion.

11.7 Entire Agreement. This Agreement and any related Orders constitute the sole and entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior negotiations, dealings, agreements and understandings of the parties in connection therewith.

11.8 Amendment. No amendment, modification or alteration of this Agreement shall be valid unless it shall be in writing and signed by the parties hereto.