



Article 1 – Product and Services

1.1 Acceptance. The sale of the products and services described with this document are expressly made solely on the terms and conditions contained herein, unless otherwise provided. The terms and conditions contained herein take precedence over any additional terms, unless accepted by OmniMetrix (OMX) in writing. By placing an order for OMX's products and/or services, Client is agreeing to these terms and conditions.

1.2 Modifications. These terms and conditions constitute the entire agreement between the parties relating to the sale of the products and services described and no addition to or modification of any provision herein, shall be binding to OMX unless made in writing and accepted by OMX in writing.

1.3 Inspection. Client shall inspect and accept or reject goods within thirty (30) days from receipt. If Client fails to notify OMX in writing of its rejection and the reasons within such time period, Client will be deemed to have accepted such shipment and waives any right to reject the goods at a later date.

1.4 Termination. Either party may terminate this agreement on sixty (60) days written notice. In case of such termination, OMX shall be paid in full for all data management services already provided and the balance due for billing during the current quarter (90 days). OMX also reserves the right to charge a restocking fee of up to twenty-five (25%) percent of the hardware purchase price in the event Client cancels any product order.

Article 2 – Payment

2.1 Payment Terms. All invoices are due and payable thirty (30) days from date of invoice, with interest due on any late payment at the maximum daily rate permitted by law. Terms of payment may be changed at any time and OMX may require

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full or partial payment in advance. OMX reserves the right to ship any order on a C.O.D. basis or to cancel any order prior to shipment. OMX also reserves the

right to recover from Client any additional fees or expenses that arise from Client's cancellation of an order or the failure to make timely invoice payments.

2.2 Taxes. All prices are exclusive of taxes or import duties (including brokerage fees) applicable to the product or services covered by this order. Where applicable, such taxes shall be added to the invoice and paid by Client unless proper tax exemption certification is provided to OMX.

Article 3 – Warranties

3.1 New Equipment. OMX warrants that the products and services furnished at the time of shipment shall be free from defects in material and workmanship under normal use and service and will conform to OMX's applicable written specifications for a period of one (1) year from installation. OMX's obligation shall be limited to either repairing or crediting Client with the purchase price or replacing any product for which (a) written notice of non-conformance is received within a reasonable time after Client knows of the defect (but in no event more than thirty (30) days after expiration of the warranty period); and (b) after OMX's products are returned to OMX's factory of origin, freight charges prepaid; and (c) after the products are determined, by OMX to be in nonconformance. Any repair or replacement shall not extend the original warranty period, unless otherwise noted in writing by OMX. This warranty shall not apply to products OMX determines to have been subjected to operational and/or environmental conditions by the Client in excess of defined application specifications, subjected to misuse, improper installation, alteration/repair, or damage.

3.2 Repairs. OMX warrants repaired equipment for ninety (90) days following return shipment to original purchaser.

3.3 This warranty may be asserted only by the Client and is expressed in lieu of all other warranties without limitation. OMX neither assumes nor authorizes any other person to assume on OMX's behalf any other liabilities in connection with the sale of specified products and/or services. In no event shall OMX be liable for or obligated to pay indirect, incidental, consequential or punitive damages.

Article 4 – Liability

4.1 FOB Point and Delivery. Unless otherwise specified, all sales are made FOB point of shipment, at which time title passes to Client. OMX's liability to delivery ceases upon transfer of products to carrier at shipping point. All delivery or shipment dates are estimates only. OMX reserves the right to partial shipments of product and any delay in delivery of outstanding product shall not relieve Client of its

obligation to accept and pay for the remaining deliveries.

4.2 Limitation of Liability. OMX's liability for any claim without limitation, for delivery of product and/or services under this contract shall in no way exceed the total price applicable to the products or parts described herein that gives rise to the claim.

Article 5 - Intellectual Property

5.1 Intellectual Property. The Client agrees that during the period of discussions and/or the relationship with OMX and for a period of three (3) years following termination of such discussions, the Client's employees, agents, contractors and subcontractors will not at any time disclose to any person or use for its own benefit, Intellectual Property without the prior express written consent of OMX. The Client agrees to promptly deliver to OMX any financial documents, schematics, specifications, disks, and software reflecting Confidential Information, and all copies made during the period of discussions and/or business relationship. Upon termination of the discussions and/or business relationship, the Client shall promptly deliver to OMX any and all such information in its possession or under its control.

Article 6 – Miscellaneous

6.1 Force Majeure. OMX shall not be liable for non-performance or delays caused by acts of God, terrorism, wars, riots, strikes, fires, shortages of labor or materials, labor disputes, governmental restrictions or any other causes beyond its reasonable control. In the event of any such delay or failure of performance, the date of delivery shall, at the request of OMX, be deferred for a period equal to time lost by reason of the delay. OMX shall notify Client in writing of any such event or circumstance within a reasonable period of time.

6.2 Assignment. Any assignment or attempted assignment of this Agreement, in whole or in part, without prior written consent of OMX shall be void. OMX may assign its rights, liabilities without prior written notice.

6.3 Governing Law and Forum. The validity, performance and construction of the Agreement shall be governed by the Uniform Commercial Code as adopted in the State of Georgia. Client consents to the jurisdiction of such courts and waives any right it may have to transfer or change the venue of any litigation brought in such courts.

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