



DEFINITIONS:

The term "Seller" shall refer to InkJet Inc. The term "Buyer" shall refer to a business entity purchasing products from Seller as more specifically identified on the face of a purchase order for the Products. The term "Products" shall refer to Seller's products which are being purchased by Buyer.

ACCEPTANCE:

Any order for the purchase of Products from Seller shall be subject only to the Terms and Conditions set forth herein and to the acceptance by Seller in writing. Any conflicting terms and conditions in a purchase order using Buyer's form of purchase order or any other written instrument which conflict with the Terms and Conditions set forth herein shall not be binding on Seller unless agreed to in writing by Seller.

CANCELLATION:

Purchase orders are not subject to cancellation or modification by Buyer, in whole or in part, after Seller's acceptance of the purchase order, except with Seller's prior written consent.

PRICES:

Unless otherwise herein stated, the prices set forth on a purchase order accepted by Seller shall be final and any transportation charges shall be due at the date of shipment. Unless otherwise indicated on the face of a purchase order accepted by Seller, all prices are F.O.B. point of shipment and do not include any cost for freight, which may be prepaid for Buyer's account, any costs or charges for insurance or any applicable sales, use, transfer, excise or other taxes, tariffs or custom duties, all of which are the responsibility of Buyer whether paid by Seller or Buyer.

TERMS OF PAYMENT:

Payment shall be due thirty (30) days from date of invoice submitted by Seller to Buyer unless otherwise agreed in writing by Seller.

CREDIT AND REMEDIES:

If Buyer fails to fulfill Seller's terms of payment or if the financial or business condition of Buyer shall become impaired or unsatisfactory to Seller, Seller may refuse further shipments to Buyer or purchases by Buyer until such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which Seller may have against Buyer hereunder or under applicable law. Shipments and deliveries shall at all times be subject to approval by Seller of Buyer's credit, and Seller reserves the right, even after partial shipment or partial payment on account of the contract, to require from Buyer satisfactory security for the due performance of Buyer's obligations. Refusal to furnish such security shall entitle Seller to defer any further shipments until such security is furnished or to rescind the contract or purchase order or so much of it as remains unperformed without prejudice to any other rights which Seller may have against Buyer hereunder or under applicable law. All remedies provided herein shall be cumulative and in addition to any other remedies provided by law or in equity.

TITLE AND RISK OF LOSS:

Title to the Products purchased by Buyer and risk of loss of all Products shall pass to Buyer upon delivery by Seller to Buyer's designated carrier or to a common carrier F.O.B. point of shipment.

DELIVERY DATES:

Delivery dates set forth on a purchase order accepted by Seller are subject to change and are predicated on conditions existing at this time. Seller does not guarantee any delivery dates and shall not be responsible for any loss or damage of any kind or nature whatsoever caused by any delay in delivery irrespective of the cause of such delay.

FORCE MAJEURE:

In addition to other limitations stated herein, Seller shall not be liable for any delay in Seller's performance due to fires, strikes, labor disputes, war, terrorist acts, civil commotion, embargoes, floods, delays in transportation, shortages or failure of supply, fuel, power of transportation, breakdown of equipment, acts of God, or other circumstances beyond Seller's reasonable control. Buyer shall not be entitled to, and in no event, shall Seller be liable to Buyer for, indirect, special, incidental, or consequential damages of any nature, including, without limitation to loss of profit, loss of use, promotional or manufacturing or manufacturing expenses, overhead, injury to reputation or loss of customers arising out of failure by Seller to deliver goods or services, or resulting from the use, misuse, or inability to access or utilize the goods or services.

In no event shall Seller's liability or Buyer's recovery exceed the purchase price of the specific goods or services as to which a claim is made irrespective of the nature of Buyer's claim, whether for breach of contract, breach of warranty, negligence, strict liability, misrepresentation and/or other torts.

WARRANTY:

Seller warrants that all Products purchased by Buyer will conform to applicable Product specifications at the time of delivery to Buyer. SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH WARRANTIES BEING HEREBY EXPRESSLY EXCLUDED. IT IS THE SOLE RESPONSIBILITY OF BUYER TO DETERMINE THE ADEQUACY OF ALL PRODUCTS PURCHASED BY BUYER FOR ANY INTENDED SPECIFIC PURPOSE OR USE.

INSPECTION AND REJECTION:

Buyer shall inspect and accept or reject Products purchased from Seller within ten (10) days after delivery thereof to Buyer's location, and all Products delivered shall be conclusively deemed accepted by Buyer and in conformance with specifications unless rejection is made or specific objection or notice of non-conformity is given to Seller in writing within such 10-day period. All non-conforming Product rejected by Buyer must be returned to Seller in the condition delivered to Buyer after obtaining Seller's direction for the return of the defective Products.

LIMITATION OF REMEDIES:

Buyer's sole remedy, and Seller's sole liability for non-conforming goods rejected as provided herein, shall be limited to replacement of the Products or, at Seller's option, refunding the portion of the price of such non-conforming Products paid to Seller. In no event shall Seller's liability for any claim, loss, costs or damages relating to any Products shipped, stored, sold or delivered hereunder exceed the purchase price therefore, nor shall Seller be liable for any loss, charges or damages resulting from its inability to procure any Products ordered by Seller or for delays or failure to deliver Products hereunder. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER ARISING UNDER CONTRACT, TORT, STRICT LIABILITY, STATUTE OR OTHER FORM OF ACTION, EVEN IF SELLER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

CONFIDENTIALITY:

Buyer will keep in strictest confidence all Confidential Information that is disclosed to Buyer by Seller, which Buyer acquires, or to which Buyer has access, whether or not such information is marked as "confidential." In the event of an actual or threatened breach of this covenant, Seller shall be entitled to injunctive relief restraining Buyer, other persons, or any combination thereof, from disclosing Confidential Information. Also, Seller may pursue all other available remedies including, but not limited to, recovery of damages (including reimbursement for attorneys' fees, accountants' fees and expert witness fees), from Buyer. Confidential Information includes but is not limited to any information not generally known to the public (including, without limiting the generality of the following, information about Seller's operations, personnel, products or services) which, if misused or disclosed, could have a reasonable possibility of adversely affecting the business of Seller, whether presently existing or developed in the future: (a) Seller's business methods, processes, systems, products, marketing, sales, services, financial information and

practices; (b) compilations of data or information concerning Seller's business and investments; (c) the names and business of Seller's suppliers and customers and the nature of Seller's relationships with such suppliers and/or customers; and (d) confidential, proprietary, or trade secret information submitted by Seller's other suppliers, employees, or consultants to Seller for study, evaluation or use.

ENTIRE CONTRACT:

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, purporting to modify these Terms and Conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on the Seller unless made in writing and accepted in writing by Seller.

APPLICABLE LAW AND VENUE:

Any dispute which arises between Seller and Buyer concerning these Terms and Conditions or any other aspect of their relationship shall be interpreted, and construed in accordance with the laws of the State of Texas without regard to conflict of laws provisions applying the laws of other jurisdictions. Seller and Buyer hereby irrevocably consent to the exercise of personal jurisdiction by the U.S. District Court for the State of Texas, and agree that any lawsuit arising from or any matter connected to any dispute between the parties or the interpretation or enforcement of these Terms and Conditions shall only be prosecuted in one of those Courts. Attorneys' fees and costs incurred by Seller in connection with any legal action or proceeding with respect to the collection of any invoices which are in arrears shall be the responsibility of Buyer.

PRODUCT USES:

CAUTION: PRODUCTS OF SELLER WHICH ARE OR MAY BE DRUGS, FOOD ADDITIVES OR DIAGNOSTIC REAGENTS, AS DEFINED IN THE FEDERAL FOOD, DRUG AND COSMETIC ACT, ARE FOR INVESTIGATIONAL USE ONLY IN LABORATORY RESEARCH ANIMALS OR TESTING *IN VITRO*, AND ARE NOT FOR DRUG, NEW DRUG, VETERINARY DRUG, FOOD, FOOD ADDITIVE OR HUMAN USE. UNLESS OTHERWISE INDICATED, ALL PRODUCTS ARE DISTRIBUTED AND SOLD FOR CHEMICAL PURPOSES ONLY, NOT FOR DRUG USE OR FOR APPLICATION TO OR INGESTION BY HUMANS OR FOR COMMERCIAL HORTICULTURE USE, FOR PESTICIDE USE, FOR APPLICATION TO OR INGESTION BY ANIMALS OR FOR VETERINARY DRUG USE. ALL PRODUCTS SOLD BY SELLER TO BUYER SHALL BE USED BY QUALIFIED PROFESSIONALS ONLY. THE BURDEN FOR SAFE USE AND HANDLING OF ALL PRODUCTS SOLD BY SELLER TO BUYER IS ENTIRELY THE RESPONSIBILITY OF BUYER AND ANYONE WHO PURCHASES THE GOODS FROM BUYER AND USES THEM. ABSENCE OF HAZARDOUS WARNINGS DOES NOT IMPLY NON-TOXICITY. ANY RESALE, DISTRIBUTION AND/OR EXPORT OF PRODUCTS SOLD BY SELLER TO BUYER OUTSIDE THE U.S.A. MUST BE STRICTLY IN ACCORDANCE WITH U.S. LAW AND UNITED NATIONS REGULATIONS.