

Touch 3M TOUCH SYSTEMS, INC. ("3M TOUCH")

The sales terms below ("Sales Terms") apply to each order (an "Order") for 3M Touch products or services, including, but not limited to, engineering and manufacturing services (collectively referred to as "Products"). 3M Touch's acceptance of each Order is expressly conditioned on the buyer's (the "Buyer") acceptance of all the Sales Terms. If any 3M Touch proposal is construed as an offer, that offer is expressly limited by the Sales Terms. Any notice of different or additional terms, including, without limitation, any terms on a Buyer purchase order, or any Buyer notice of rejection of the Sales Terms is hereby rejected. If any 3M Touch action regarding a proposal from Buyer is construed as an acceptance of Buyer's offer, such acceptance is expressly conditioned on Buyer's acceptance of the Sales Terms. 3M Touch and Buyer are collectively referred to as "Parties."

1. Pricing

After 3M Touch's acceptance of a written Order, 3M Touch will supply the Product at the price stated in 3M Touch's quotation, or if no quotation exists, then in 3M Touch's price list (collectively referred to as the "Quote"). 3M Touch may extend credit to Buyer, in 3M Touch's sole discretion. Under those credit terms, all payments are to be made in United States currency and are due within thirty (30) days after the 3M Touch invoice date. If Buyer fails to pay for any Product shipment when due or Buyer's financial status become unsatisfactory to 3M Touch, in its sole discretion, 3M Touch may, in addition to its other remedies, require cash payments or security satisfactory to 3M Touch prior to Product shipment, terminate an Order, and/or suspend deliveries under an Order. A Quote is effective for ten (10) days, unless it states, or the Parties agree in writing to, a different period.

2. Shipments

2.1 Unless Parties agree otherwise in writing, Buyer must take all Product ordered within six (6) months after the Order is issued (the "Order Date"). If all shipments are not completed within that time period, Buyer will pay a cancellation charge set by 3M Touch. 3M Touch's minimum shipment amount in effect on the Order Date must be met for each Product shipment under that Order or 3M Touch may adjust the Product prices on notice to Buyer. 3M Touch will use reasonable commercial efforts to ship Products in accord with the Product shipment schedule. Products may have lead-times. Buyer should contact 3M Touch for the current lead-times for specific Products. Shipments are deemed to be "full" if they have not more than a 5% deviation (plus or minus) from the ordered Product quantity. If only a partial Product shipment is available on the scheduled shipment date, 3M Touch will ship that Product, unless Buyer specifies otherwise in writing.

2.2 3M Touch will not be responsible for the delay or inability to deliver Product caused by acts of God, legal restrictions, labor strikes, or any other conditions beyond 3M Touch's control. If Product production is suspended or terminated due to 3M Touch's unavoidable delay and the Product is made to Buyer's specification or was customized for Buyer, Buyer will take delivery of, and pay for, all Product that 3M Touch is able to ship. If an unexpected Product, raw material or component shortage occurs, 3M Touch will allocate as it deems equitable.

2.3 Products are F.O.B. 3M Touch's distribution site for Products shipped within the United States and are EX WORKS 3M Touch's distribution site for Products shipped outside the United States. For shipments within the United States, Buyer assumes Product risk of loss on 3M Touch's delivery to the carrier. Buyer is responsible for: (a) all freight, sales and other taxes, customs duties, insurance costs, and other expenses related to Product shipment to Buyer; (b) insuring its Products while in transit; and (c) compliance with all governmental approvals and other compliance with export/import requirements relating to Product shipments outside the United States of America. If 3M Touch's carrier is used for Product shipment, Buyer will reimburse 3M Touch for all freight and other shipment-related charges, and Buyer must give 3M Touch written notice within 30 days after Product delivery to the carrier of any Buyer claim for Product damaged or lost in shipment or any such claim is waived.

3. Order Change or Cancellation

With 3M Touch's written consent, Buyer may, by notice given more than thirty days before the scheduled shipment date: (a) change an Order's Product quantity; (b) cancel an Order; or (c) have a one-time right to delay a scheduled shipment date up to 90 days provided all Product is still to be delivered within one year after the Order Date. 3M

Touch has the right to determine that any Product quantity decrease results in a price change. 3M Touch's consent to a Product quantity decrease or Order cancellation may be conditioned, at 3M Touch's option, on Buyer's reimbursement of 3M Touch's raw material and work-in-process costs.

4. Product Selection and Limited Warranty

- 4.1 3M Touch warrants that all Product will conform to the specifications to which the Parties have agreed in writing, and if none, then to 3M Touch's then-current published specifications (the "Specifications") for the applicable warranty period (the "Warranty Period") measured from 3M Touch's shipment date, which is: (a) the warranty period stated in Attachment One to these Sales Terms; or (b) if not specified there, then one year. Within the Warranty Period, Buyer must request a Return Authorization number from 3M Touch or all such warranty claims are waived. Specifications may include specific testing methods to determine if a Product meets that Specification. If a Product's Specification includes cosmetic criteria and Buyer, within ninety days after Product shipment, requests a Return Authorization number from 3M Touch for that cosmetic defect, then Buyer has a cosmetic warranty claim. Otherwise, Buyer has no Product warranty claim based on a cosmetic defect. If a Product is proven not to have met 3M Touch's warranty, then 3M Touch's sole obligation and Buyer's exclusive remedy, will be, at 3M Touch's option, to repair or replace that Product quantity or to refund its purchase price. 3M Touch's warranty will not apply to any Product modified or damaged through misuse, accident, neglect, or subsequent manufacturing operations or assemblies by anyone other than 3M Touch.
- 4.2 TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTY IN SECTION 4.1 IS MADE IN LIEU OF ALL OTHER WARRANTIES, RIGHTS, OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. BUYER IS RESPONSIBLE FOR DETERMINING IF A PRODUCT FITS BUYER'S PARTICULAR PURPOSE AND IS SUITABLE FOR BUYER'S PRODUCTION METHODS.
- 4.3 3M Touch's statements, engineering/technical information, and recommendations are provided for Buyer's convenience, but the accuracy or completeness thereof is not warranted. Unless the Parties agree otherwise in writing, Buyer will not have access to 3M Touch's manufacturing facilities. If Buyer supplies any raw material or component for use in the making of a Product ("Buyer-Supplied Items"), 3M Touch has no responsibility for any Product defects or deficiencies, including a failure to meet the applicable Specifications, related to any Buyer-Supplied Items or any damage or loss to the Buyer-Supplied Items. Buyer bears the risk of loss for all Buyer-Supplied Items.
- 4.4 Buyer will only return Product to 3M Touch that fails to meet 3M Touch's warranty and will return that Product only: (a) to the facility from which 3M Touch shipped that Product to Buyer, unless directed otherwise by 3M Touch; (b) after 3M Touch's issuance of a Return Authorization number; and (c) with all transportation costs, including any taxes, customs duties, etc. paid by Buyer. Any Product returned to 3M Touch under any other circumstances may be refused by 3M Touch.

5. Product Ownership

All patent rights, titles, license, royalties, copyrights, trademarks or trade names, including disclosures and interests in any invention utilized in the completion of any Order for Buyer, is and will remain 3M Touch's or its designated affiliate's exclusive property unless the Parties agree otherwise in writing. 3M Touch or its designated affiliate owns all means of manufacture, fixtures and tools required for performance of the work ordered and may use these items to produce similar or identical products for others. Buyer will have no interest in these items, even if Buyer reimburses 3M Touch for costs related thereto, unless the Parties agree otherwise in writing. A Party will not disclose any confidential information to the other Party, until and unless the Parties have executed a specific, written confidentiality agreement.

6. Software License

Product may come with certain 3M Touch proprietary software ("Software"), which is protected by U. S. law. Use of the Software is governed by separate license terms that accompany the Software, and any use of the Software will constitute an express acceptance of those license terms.

7. Federal Contracts

3M is selling commercial items as defined in FAR 2.101. Except as specifically noted herein, all other government contract provisions are rejected. If an Order is issued under a Federal Government contract or higher-tier subcontract, the following Federal Acquisition Regulation ("FAR") clauses, as in effect on the effective date of that Order, are hereby incorporated by reference: (a) FAR 52.219-8, Utilization of Small Business Concerns (must be flowed down by Seller to lower tier subcontracts over \$500,000 that offer subcontracting opportunities); (b) FAR 52.219-9, Small Business Subcontracting Plan (applicable if order is over \$500,000), (c) FAR 52.222-26, Equal Opportunity; (d) FAR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era; (e) FAR 52.222-36, Affirmative Action for Workers with Disabilities; and (f) FAR 52.222-41, Service Contract Act of 1965, as amended. Acceptance of additional government contract provisions must be explicitly agreed in writing by the 3M Government Contract Administrator and are subject to applicable 3M policies.

8. High-Risk Applications

The Products have not been designed, manufactured, tested or qualified for use in any high-risk application (a "High-Risk Application"), including, but not limited to, the following: life support or life sustaining, "medical device" as defined by applicable law, nuclear, vehicle control (including airplane, automotive, train and other vehicle) or any other application in which failure of the Product, or the product into which it is incorporated, could foreseeably result in personal injury, death, or significant property damage.

9. Insurance & Indemnification

- 9.1 For so long as Buyer purchases, re-sells, or uses any Products, Buyer will maintain, at its own expense, at least \$2 Million per occurrence of Commercial General Liability, including premises-operations, products and completed operations, and contractual liability, written on an occurrence basis. If Buyer or any subsequent party who acquires any Product uses that Product in a High-Risk Application, Buyer's policy limits must be at least \$10 Million per occurrence. On request, Buyer will provide evidence satisfactory to 3M Touch of compliance with this Section 9.1. Buyer's insurance has no effect on the Indemnities (as defined in Section 9.2).
- 9.2 Buyer hereby indemnifies 3M Touch, its affiliates, and their employees and agents (the "Indemnified Parties") for, and will defend them against, any claim, liability, loss, damage, lien, judgment, and cost, including attorneys' fees and litigation expenses ("Loss") arising out of a third party claim related to: (a) any Product made to Buyer's specifications; or (b) any Product's use in a High-Risk Application by Buyer or any party who subsequently acquires that Product; or (c) alleged express or implied warranty that differs from 3M Touch's warranties stated in the Sales Terms (all collectively referred to as the "Indemnities"). If, within ten days after 3M Touch's request, Buyer does not give 3M Touch written acceptance by Buyer and its insurer of the claim defense and/or indemnity, then 3M Touch may defend and dispose of that claim, and Buyer will reimburse 3M Touch for all costs associated with that Loss within ten days after 3M Touch's invoice therefor. The Indemnities will survive these Sales Term and will not end in any event before all potentially applicable statutes of limitation expire.
10. Other Buyer Obligations
Buyer will, at its own expense, obtain and maintain all approvals and permits required by any government laws and regulations for Buyer's intended Product use(s). Buyer warrants that all Products, and Buyer's products into which Products are incorporated, will be lawfully introduced into interstate commerce, without violation of any applicable laws.
11. Compliance
3M will manufacture and sell the Products in compliance with the federal, state, and local laws applicable to each Product. Customer will comply with the federal, state, and local laws applicable to the handling, transportation, storage, use, processing, disposal, distribution, sale and resale of Products and to any of Customer's products that contain or are made by using Products. Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate an applicable law or regulation, including, but not limited to, any applicable anti-bribery, anti-corruption, or anti-kickback law.
12. Export Control
Products are sold for use or consumption within the United States only. If 3M authorizes Customer in writing to export Products outside the U.S., Customer (a) assumes all responsibility for such Products, (b) will comply with all laws and regulations relating to the export and sale of Products outside the U.S., and (c) will adhere to all applicable 3M policies and procedures relating to the export of Products as a condition to purchase and export.

General Provisions

The validity, performance, and construction of the Sales Terms, any Order and all related documents will be governed by the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. Any litigation regarding 3M Touch's sale of a Product to Buyer and/or the Sales Terms must be brought only in the state or federal court located in Essex County, Massachusetts. EACH PART IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT. The 1980 United Nations Convention on Contracts for the International Sales of Goods will not govern the Sales Terms. The Sales Terms constitute the entire agreement between the Parties with respect to this subject matter and supersede all prior written or oral agreements. TO THE EXTENT PERMITTED BY APPLICABLE LAW, 3M TOUCH WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS) IN ANY WAY RELATED TO A PRODUCT OR THIS AGREEMENT. This Agreement may only be modified by a written document signed by the Parties' authorized representatives. A Party's failure to require strict performance of this Agreement in one or more circumstances will not be a waiver of that Party's right subsequently to require strict performance under this Agreement. Any term in an Order or other Buyer document (other than Product quantity ordered, shipment mode or carrier designation, or shipping destination) that is inconsistent with, adds to, or varies from, the Sales Terms is rejected by the Parties and will have no effect. If Buyer fails to commence litigation regarding a claim or dispute arising out of a Product sale or the Sales Terms within one year after the applicable Product's Warranty Period has ended, Buyer has waived its rights and remedies with respect to such cause of action. The Parties confirm that it is their express wish that the Sales Terms, and all other documents relating to the Sales Terms including notices, be drawn up in English only.

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ATTACHMENT
3M TOUCH SALES TERMS

Product Warranty Periods*

3M™ Surface Capacitive Technology (SCT) Sensors

3M™ MicroTouch™ Sensor SCT3250	5 years
3M™ MicroTouch™ Sensor SCT7650	5 years
3M™ MicroTouch™ Sensor SCT7655 with 3M™ ALCF (Privacy)	5 years
3M™ MicroTouch™ Sensor SCT3855 with 3M™ ALCF (Privacy)	2 years

3M™ Surface Capacitive Technology (SCT) Systems

3M™ MicroTouch™ System SCT3250EX	5 years
3M™ MicroTouch™ System SCT7650EX	5 years
3M™ MicroTouch™ System SCT7655EX with 3M™ ALCF (Privacy)	5 years
3M™ MicroTouch™ System SCT3855EX with 3M™ ALCF (Privacy)	2 years

3M™ Projective Capacitive Technology (PCT) Sensors

3M™ Sensor PCT2520	1 year
3M™ Sensor PCT16xx	3 years
3M™ Sensor PCT19xx	3 years
3M™ Sensor PCT30xx	3 years
3M™ Sensor PCT40xx	3 years
3M™ Sensor PCT50xx	3 years
3M™ Sensor PCT60xx	3 years

3M™ Projective Capacitive Technology (PCT) Systems

3M™ System PCT2520PX	1 year
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3M™ Controllers and Chipsets

3M™ MicroTouch™ SCT Controller EX	5 years
3M™ MicroTouch™ Resistive Controller RX	5 years
3M™ MicroTouch™ 4-wire Resistive Controller RX	5 years
3M™ MicroTouch™ 5-wire Resistive Controller RX	5 years
3M™ MicroTouch™ 8-wire Resistive Controller RX	5 years
3M™ MicroTouch™ SCT Chipset EX	1 year
3M™ MicroTouch™ Resistive Chipset RX	1 year
3M™ Controller PX	3 years

*90 days for cosmetic defects

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Product Warranty Periods*

3M™ Displays

3M™ Display C2167PW (includes touch sensor and electronics)	1 year
3M™ Display C3266PW (includes touch sensor and electronics)	3 years
3M™ Display C4266PW (includes touch sensor and electronics)	3 years
3M™ Display C4667PW (includes touch sensor and electronics)	3 years
3M™ Display C5567PW (includes touch sensor and electronics)	3 years
3M™ Display C6587PWPW (includes touch sensor and electronics)	3 years

3M™ MicroTouch™ Displays

3M™ MicroTouch™ Display M1500SS (includes touch sensor and electronics)	3 years
3M™ MicroTouch™ Display M1700SS (includes touch sensor and electronics)	3 years
3M™ MicroTouch™ Display C1500SS (includes touch sensor and electronics)	3 years
Monitor Accessories	90 days

Miscellaneous

3M™ MicroTouch™ Pen – Stylus	90 days
Non integral connector cables	90 days

*90 days for cosmetic defects