

SALES QUOTATION INSPECTION SYSTEM

We are pleased to offer this sales quotation for your inspection solution. Anritsu is committed to advancing your product quality and providing you a world-class customer experience.

Please review the following quote and contact your Anritsu Sales Representative for further details.

CUSTOMER

PANNA TO GO
KHIARA FLAVIANI
(954) 707-6752 EXT. 1003
18330 NORTHEAST 2ND AVENUE
MIAMI, FL 33179
UNITED STATES

QUOTE

Date: 04/15/2024
Quote Number: 2024-QUO-27277 Rev0
Model: KXS7554AWHSE X-Ray Inspection System
Prepared By: Ginger Vaicius

LOCAL ANRITSU CONTACT

Factronics
Jovan Gutic
305-888-6714
jovan.gutic@factronicsusa.com

DIRECT ANRITSU CONTACT

Spence Bowen
2244569706
spence.bowen@anritsu.com

Anritsu
Advancing beyond



X-RAY SYSTEMS



CHECKWEIGHERS



METAL DETECTORS



COMBOS

APPLICATION DETAILS

Description	Product A
Product Description	Plastic Tray With Mini Tequenos
Packaging Description	Thermal formed tray
Product Temperature	55°F
Product Dims To Flow	420mm
Product Dims Across	330mm
Product Dims Height	70mm
Product Gross Weight	2200 grams
Production Flow Rate (ppm)	10ppm
Product Spacing	12" / 305mm
Infeed Belt Speed	20fpm (6.1m/min)
Environmental Temperature	55°F
Contaminant Standard	Estimated Accuracy
304 Stainless Steel Sphere (7.9 g/cm³)	0.7 to 1.0mm
Anritsu Machine Run Speed	20m/min

INSPECTION SOLUTION

X-ray System		Reject System	
Model	KXS7554AWHSE	Model	AIUS
Description	X-Ray System	Description	Pusher reject conveyor
System Length	1200mm	System Length	1220mm
Belt Width	620mm	Belt Width	558mm
IP Rating	IP30 Stainless Steel Frame	IP Rating	IP66
Maximum Inspection Area	590mm w by 350mm h	RJ Direction	Front Towards Operator
Direction of Flow	Left to Right		
Application Line Height	900mm+/-50mm		
Power Requirement	60 Hz, 120VAC Single Phase		
Display Type	Touch Screen		

Application Notes: (1) Customer takes responsibility for product transfers on and off this unit. (2) Product spacing and infeed belt speed to be confirmed PRIOR to order placement.

THE ANRITSU X-RAY ADVANTAGE

DETECTION PERFORMANCE

Anritsu consistently outperforms competitors in finding small metals and low density contaminants, with lower false reject rates. Easily optimize the balance between detection sensitivity and false reject rate.

- Metal to 0.5mm
- Bone to 1.0mm
- HD imaging, 0.4mm detector, and beryllium window tube standard
- Low false reject rate (less rework/waste, improved OEE)

COST/TCO

Without a doubt, Anritsu x-rays are the industry's best lifetime value when accounting for all associated costs.

- 100W generator delivers 200%-300% longer life while increasing performance (XR75)
- Trouble-free operation
- 2-year standard tank & detector warranty (XR75)

OPERATION

Anritsu systems help reduce production downtime with automatic product setup, "set & forget" running, and intuitive shared HMIs that reduce training.

- Easy to use
- Product setup wizards
- Common HMIs & software
- Simple daily usage

BEYOND DETECTION

All Anritsu x-ray systems are fully featured with standard value-added inspection functions beyond contaminant detection.

- Virtual weighing
- Area/size measurement
- Counting & missing
- Product defects

DATA & NETWORKING

Designed for the Industry 4.0 era, Anritsu equipment can provide data to MES/SCADA systems over common networking protocols.

- Export inspection and machine data to USB, Ethernet
- QUICCA3 (opt.) monitor, analyze, and report
- EtherNet/IP, OPC UA

COMPACT SIZE

Anritsu's design philosophy demands top performance in the most space-efficient formats.

- Approximately 30% shorter width than similar competitor x-ray machines

RELIABILITY

Now in its 7th generation, Anritsu's precision engineered x-ray systems have the lowest warranty rate in the industry. Development and manufacturing is carefully controlled with "Kaizen"—continuous iterative improvement.

- The most used food x-ray supplier in the world
- 120+ years in business
- 55 years in food inspection
- Only 8% of service calls are for break/fix issues
- Anritsu-built electronic boards protect against obsolescence

CLEANING & SANITATION

Thousands of Anritsu machines run in harsh washdown environments. Designed with standard sanitary features, including sloping and mirrored surfaces, they are built to take daily high pressure cleaning.

- Tool-free disassembly of belt and curtains
- Washdown friendly
- Sanitary options

SAFETY & COMPLIANCE

Anritsu manufactures to Japanese standards, which are among the world's most rigorous.

- Designed for worldwide regulations
- Category 3 safety circuits with active hand insertion monitoring

SERVICE & SUPPORT

The expanding **Performance360** service & support offerings keep your production line running at peak efficiency. Anritsu's core focus is to deliver a Positive Anritsu Customer Experience (PACE), giving our customers industry-leading response times and free phone-based technical assistance.

- 24/7 support line
- Free phone support
- Average on-site response: Under 24 hours
- Regional cross-trained techs
- Next-day available parts delivery
- Common hardware platforms ensure parts availability
- Free software upgrades
- Training: HACCP Safety Validation, Certified Champion
- Remote Support



PRICING

Model	Description	Price Per Unit	Quantity	Extended Amount
KXS7554AWHSE	X-ray Inspection System	USD 121,400.00	1.00	USD 121,400.00
84Y239900H	X-ray Line Height 900+/-50mm	USD 860.00	1.00	USD 860.00
5-839H696691	USB Door and Front Panel Cover	USD 5,300.00	1.00	USD 5,300.00
F2SB5-02	Test Piece (SUS sphere Dia.0.7 to Dia.1.5mm)	USD 200.00	1.00	USD 200.00
KWU2565A	RJ-IF Unit	USD 510.00	1.00	USD 510.00
84Y265655E	Expansion Interlock Terminal Block	USD 360.00	1.00	USD 360.00
84Y239792C	IP66 Compliant Modification	USD 25,680.00	1.00	USD 25,680.00
839H239944	Inspection Area Pass Height 350mm	USD 1,710.00	1.00	USD 1,710.00
84Y239761	Full Covers on both sides of XR for Existing 1200mm Conveyor Length	USD 4,280.00	1.00	USD 4,280.00
AIUS	Pusher reject conveyor w/ safety cover	USD 28,433.00	1.00	USD 28,433.00
AIUS	Lockable reject bin	USD 3,750.00	1.00	USD 3,750.00

Subtotal: USD 192,483.00
10% Discount: (USD 19,248.30)

Delivery

Incoterm FOB Destination Prepaid

Assembly / Delivery 14 - 16 weeks from receipt of deposit & approved drawings*

Crate Fee (To include: Customs Fee, International Freight, Warehouse Fee) USD 2,500.00

Handling Fee USD 4,812.00

Inland Freight from Source (Elk Grove Village, IL or port of entry) Billed at Cost on Final Invoice

Applicable User Taxes Responsibility of Customer

Commissioning – Per Anritsu or Local Representative (See page 5 for further details) USD 5,530.00

**Delivery time to be confirmed at time of order. Drawings are issued 5 to 6 weeks from receipt of confirmed order details.*

Solution Total: USD 186,076.70



ANRITSU INFIVIS INC.
701 Innovation Drive, Elk Grove Village, IL 60007 U.S.A.
Phone: 847-419-9729 Fax: 847-537-8266

Quoted by: **Kim Johnson**

Estimated Service Quote

Customer
Name: PANNA TO GO
Address: Miami, FL

Service
Date: 8/20/2024
Purchase Order:

Attn:
Phone:
Email:

Quotation is valid for 30 days
Payment Terms:
payable Net 30 days receipt of Invoice

LN	Item	Description	Project Amount		Total Amount
Service: 1.5-Day Commissioning of XR					
1	SERVICE	On-Site Labor Normal Hrs 8-5 M-F (4 hrs. minimum)	12 hrs	\$200.00	\$2,400.00
2	TRAVEL	Travel Normal	12 hrs	\$140.00	\$1,680.00
3	EXPENSE 1	Per diem	2	\$275.00	\$550.00
4	EXPENSE 2	Airfare (estimated)	(billed at actual cost)		\$700.00
5	EXPENSE 3	Car Rental (estimated)	(billed at actual cost)		\$200.00
Estimated Total					\$5,530.00
Comments	Expenses are estimated and will be billed at actual cost. 4hr minimum on service labor charges. Price is subject to change based on service hours and travel expenses. Labor warranty for 30 days.				

OPTIONS

Performance360 (P360) Services

Equipment Commissioning	Initial installation & setup, training with certified, cross-trained Anritsu technicians	Service quote required (*T)
QUICCA3	Networked inspection monitoring, reporting and data archiving	USD 9,650.00 Base Server USD 800.00 license per machine (*T)
OPC UA	Network connectivity with industry standard protocols	USD 2,430.00 (*T)
Radiation Safety Training – Digital DIY	Do it yourself training of applicable personal and Radiation Safety Officer certification with downloadable content (*US)	USD 900.00 (*T)
Championship Training	Certify operators, maintenance and quality personnel in use of Anritsu equipment (onsite or offsite) (*US)	Service quote required

**T – Service Technician and associated expenses may be required*

**US – U.S. only*

X-ray Options

Level 1 Spares Kit	Recommended x-ray basic wear items and common replacement parts – Discounted price shown	XR75 Large USD12,000.00
AIUS	Pusher reject conveyor w/ safety cover	USD 28,433.00
84Y285870	Warning Light (Red/Yellow/Blue, IP65,Buzzer:85dB/75dB)	USD 1,210.00
AIUS	Reject confirmation on pass side	USD 1,100.00
AIUS	Reject confirmation on reject side	USD 1,100.00
AIUS	Bin full sensor	USD 1,100.00
Additional I/O	I/O upgrade to board – 8 additional inputs and outputs (KCU2504A)	USD 860.00
Reject Connection	Secondary board to connect 3rd party rejects and reject sensors to x-ray system (RJ-IF)	USD 510.00
CCP Kit	Sensors: Reject Confirmation on Pass Side, Low Air Pressure Sensor, Bin Full Sensor	USD 3,300.00
Solid Frame	Fully seal welded solid frame, available with/without sanitary feet	Pricing and availability varies by model

PROPOSAL TERMS

Thank you for selecting Anritsu as your vendor of choice. We look forward to exceeding your detection goals. To ensure we process your order promptly and accurately, please review this quotation thoroughly prior to purchasing.

For purchase order acceptance and/or questions, please contact your local representative or Spence Bowen at 2244569706.

Warranty See Terms & Conditions of Sale, Section 7 (following page)

Payment Terms 50% with PO, 50% Net 30 from delivery date (not to exceed 30 days)
May change after Dun & Bradstreet credit check is complete

Purchase Order **Payable To:**
Anritsu Infivis Inc.
701 Innovation Dr.
Elk Grove Village, IL 60007

Payment Methods **Remit-to Address for Checks**
Anritsu Infivis, Inc.
PO BOX 775126
Chicago, IL 60677-5126

For \$USD Fed Wire
Sumitomo Mitsui Banking Corp., New York
ABA no.: 0260-0967-4
Bank Account: 334590

\$USD NY CHIPS Network
Beneficiary Bank ABA no.: 0967

International Wire Transfer
Swift Code: SMBCUS33

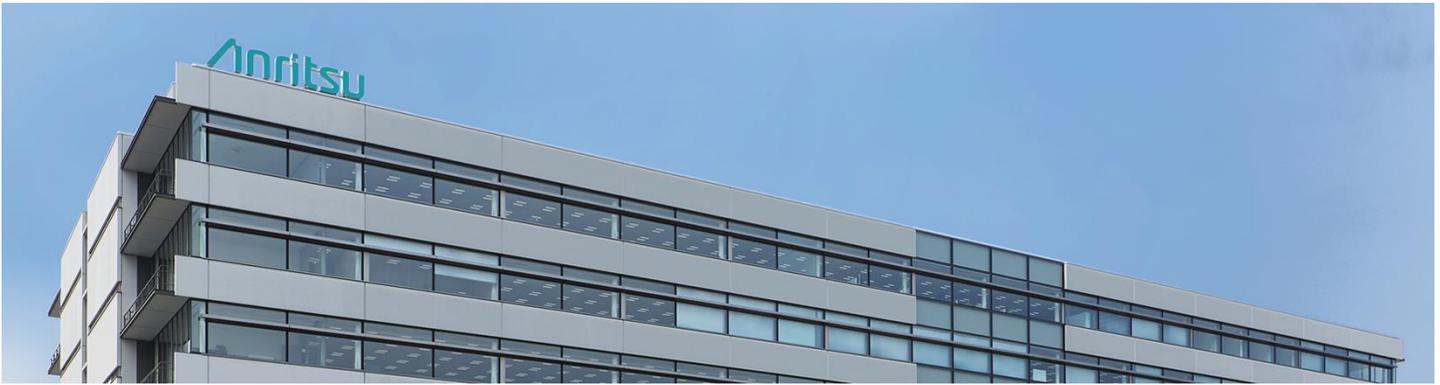
ACH
Bank ABA no.: 0260-0967-4

This quotation is valid for 60 days. These commodities are subject to trade and industry export control regulations of both the U.S. Department of Commerce and Japan's Ministry of Economy. As such, diversion contrary to U.S. or Japanese law is prohibited.

Printed Name: _____

Company Name: _____

Signature: _____ Date: _____ PO# _____



ABOUT ANRITSU

Founded in 1895 as an electronics manufacturer, Japan-based Anritsu is a \$1 billion global powerhouse with 38 offices and over 4,000 employees worldwide.

The Anritsu Infivis (AI) division manufactures precision-engineered inspection systems for the food and pharmaceutical industries. Established in 1964 with pioneering checkweigher technology, AI is growing 20% annually and is now the #1 food x-ray system supplier in the world.

Anritsu's 120+ years electronics heritage is woven into the DNA of every inspection machine, resulting in detection and measurement sensitivity and accuracy that consistently outperforms other suppliers.

AI also offers world-class service & support with its Performance360 program. Free technical support is standard with all orders, and you can call for help 24/7.

We appreciate your interest in Anritsu and hope to help you advance your product quality with our inspection solutions.

ANRITSU INFIVIS INC.
701 Innovation Drive, Suite A
Elk Grove Village, IL 60007

Corporate: (847) 419-XRAY (9729)

Service: (847) 419-9729, Ext. 321

Fax: (847) 537-8266

anritsu.com/infivis

X-RAY



CHECKWEIGHERS



METAL DETECTORS



TERMS AND CONDITIONS OF SALE

1. General. The provisions set forth herein are the terms and conditions pursuant to which the Buyer named on the face hereof ("Buyer") will purchase and ANRITSU INFIVIS INC. ("Seller") will sell the products listed on the face hereof (the "Products"). These Terms and Conditions shall govern and apply to the sale of the Products to Buyer, regardless of any terms and conditions appearing on any purchase order or other forms submitted by the Buyer to Seller or given verbally by Buyer to Seller which terms and conditions are expressly rejected unless accepted by an authorized signatory of Seller. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. Price. All prices published or quoted may be changed at any time without notice. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation. Prices for the Products are exclusive of all taxes (including, but not limited to state, local, use, property, ad valorem, and similar taxes) and duties imposed by any governmental authority with respect to the Products covered hereby, all of which taxes and duties must be paid by Buyer.

3. Terms of Payment. Unless otherwise specified in writing, the purchase price for the Products, all taxes, and all other charges and expenses incurred by Seller at the request of Buyer, shall be paid in full at the time of delivery, in US dollars. Delays in delivery shall not extend terms of payment. If Buyer fails to pay any amount when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. Seller reserves the right to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any reason deemed to be good and sufficient by Seller.

4. Delivery; Cancellation or Changes by Buyer; Cancellation Fees. Unless otherwise agreed in writing, Products will be shipped FCA the U.S. port or airport specified by Buyer. Seller shall have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. The Products shall be insured in transit at the expense of Buyer. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer shall not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process for catalog products may be canceled only with Seller's written consent and upon payment of a restocking fee equal to 25% of the purchase price on the Customer's Purchase Order. Orders for customized products are non-cancellable. Orders in process may not be changed except with Seller's written consent and upon agreement of the parties as to an appropriate adjustment in the purchase price therefor. Credit shall not be allowed for Products returned without the prior written consent of Seller.

5. Title and Risk of Loss. Subject to the provisions of Section 6 below and to Seller's right to stop delivery of Products in transit, title

to and risk of loss of the Products will pass to Buyer at the FCA point; provided, however, title to software shall be subject to Section 10 below. Any claims for damage to, or loss or misdelivery of, the Products will be filed directly with the carrier by Buyer. Notwithstanding the provisions contained in these Terms and Conditions to the contrary, Seller shall not be responsible or liable for any loss or damage whatsoever, including loss of income and/or profits, incidental, special or consequential damages resulting from Seller's delayed performance in shipping or delivery of the Products for any reason whatsoever. All freight charges are stated on Seller's invoices and are part of the Seller's payment terms.

6. Security Interest. To secure any indebtedness due and owing from Buyer from time to time, Buyer hereby grants to Seller a continuing purchase money security interest in any and all of Seller's Products heretofore or hereafter sold or delivered to Buyer by Seller, and all related parts, components and accessories therefor, and all proceeds arising from the sale or other disposition of the foregoing, including, but not limited to, cash, accounts, contract rights, accounts receivable, instruments and chattel paper. Buyer shall at no time grant any security interest in conflict with that granted to Seller herein. Buyer authorizes Seller to file, and ratifies the filing of, any financing statements necessary to evidence and perfect Seller's security interest as described above.

7. Warranty. Seller warrants that the Products sold hereunder will be free from defects in material and workmanship when subjected to normal, proper and intended usage by properly trained personnel, for the following periods:

- For the first 90 days following delivery to Buyer, Seller shall provide full and complete warranty coverage for all parts and technical service & support, including technical personnel travel and expenses for all Products.

- After the expiration of the 90-day period mentioned above, Seller's warranty no longer covers the cost of technical personnel travel time and expenses; only on-site technical personnel time is provided to Buyer.

- All products including Checkweighers, Metal Detectors, X-ray, Rejects and Combination Systems (Combined Checkweigher & Metal Detector) carry a one (1) year warranty from the date of equipment delivery to Buyer. X-ray Tanks and Detectors are not included – see table below for their specific warranties.

X-ray System Series (Wattage)	Tank	Detector
KD74 (100W, 210W, 350W)		
XR75 (300W, 350W)	1 year	1 year
XR75 (100W, 150W)	2 years	2 years

- Wear items are not part of any warranty period.

These time frames above are collectively known as the "Warranty Period". Seller agrees during the Warranty Period, provided it is promptly notified in writing upon the discovery of any defect and further provided that all costs of returning the defective Products to Seller are pre-paid by Buyer, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said specifications. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the provisions of Section 5 above.

Lamps, fuses, bulbs and other expendable items are expressly excluded from the warranty under this Section 7. Seller's sole liability with respect to equipment, materials, parts or software furnished to Seller by third party suppliers shall be limited to the assignment by Seller to Buyer of any such third party supplier's warranty; to the extent the same is assignable. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by the warranty provided in this Section 7, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS SECTION TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PART. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7, SELLER'S WARRANTY HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES OF SELLER AND THE MANUFACTURER OF THE PRODUCTS (COLLECTIVELY, "MANUFACTURING AND SELLING PARTIES") AND SELLER DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, STATUTORY OR OTHERWISE CREATED UNDER APPLICABLE LAW, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

8. Patent Infringement. Seller's liability for patent infringement (and the liability of the Manufacturing and Selling Parties) is limited to Seller's defense of any suit or proceeding brought against Buyer based on a claim that the Products sold hereunder, when employed in the manner intended by Seller, constitutes an infringement of any patent of the United States. If Buyer's use of the Products in the manner intended by Seller is finally enjoined, Seller shall, at its option, procure for Buyer the right to continue using the Products, replace the same with non-infringing Products, modify the Products so that they become non-infringing, but equivalent to the Products sold hereunder, or refund the purchase price (less allowance for use, damage or obsolescence). Seller makes no warranty against patent infringement resulting from portions of the Products made to Buyer's specifications or the use of Products in combination with any other Products or in the practice of any process and if a claim, suit or action against the Manufacturing or Selling Parties is based thereon, Buyer shall defend, indemnify and save Seller and the Manufacturing and Selling Parties harmless from and against any

and all claims, losses or damages arising therefrom.

9. Indemnification. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. Software. Seller and Buyer intend and agree that such software products incorporated in or forming a part of the Products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains ownership of and title to all software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Seller is the owner and retains ownership of the software products and related documentation provided hereunder and any copies thereof, and of all copyright, trade secret, patent, trademark and other intellectual property rights therein. Buyer agrees not to sell, transfer, license, loan or otherwise make available to third parties the software products and related documentation provided hereunder. Buyer may not change or supplement the software products provided hereunder without Seller's prior written consent. The source code for the software products supplied hereunder will not be disclosed to Buyer, and Buyer shall not disassemble, decompile or reverse engineer the software products supplied hereunder. Buyer agrees to hold in confidence the software products and related documentation supplied hereunder and not to disclose or make available in any form the same, except to Seller's and Buyer's employees and agents. Seller may terminate this license if Buyer fails to comply with any term or condition herein. Buyer will, upon termination of this license, immediately return to Seller all software products and related documentation provided hereunder and all copies thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Seller and Buyer agree that software products owned by third parties and provided hereunder are being sublicensed to Buyer, that such third parties retain ownership of and title to such software products and that such third parties may directly enforce Buyer's obligations hereunder in order to protect their respective interests in such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF

SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER UNDER SECTION 8 ABOVE) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL PURCHASE PRICE THERETOFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (A) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (B) IS NEGLIGENT.

12. Export Restrictions.

A. U.S. Export Laws and Regulations. Buyer acknowledges that each Product and any related software and technology, including documents and other material containing technical data and other information (collectively "Items"), may be subject to export controls of the U.S. government, including those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"). Buyer shall comply with the EAR and all other United States laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item, and without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if Buyer knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to the export control laws or regulations of the U.S. government.

B. Japan Export Laws and Regulations. Buyer acknowledges that certain products provided by Seller have their origin in Japan, and that Japan export laws and regulations also apply to the export and re-export of such Products. Buyer certifies that it will fully comply with any and all provisions of Japan export laws and regulations.

C. Non-U.S. Approvals. Buyer shall obtain and maintain, at its own expense, any non-United States governmental consents, authorizations, approvals, filings, permits, or licenses required for it to export or import any Product or other Item and for each of Buyer and Seller to exercise its rights and to discharge its obligations under this Agreement including, without limitation, all consents of and filings with any non-United States governmental body.

D. Indemnification. Buyer agrees to indemnify and hold Seller harmless from, or in connection with, any violation of the provisions of this Section by Buyer or its employees, consultants, agents, or customers.

13. Miscellaneous.

(A) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, any such attempted delegation or assignment shall be void.

(B) The rights and obligations of the parties hereunder shall be governed by and construed as a sealed instrument in accordance with the laws of the State of Illinois without reference to its choice of law provisions. The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (C) Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Cook County, State of Illinois, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise.

(D) ALL PARTIES WAIVE ANY RIGHT TO A TRIAL BY JURY.

(E) Any action arising under this Agreement must be brought within two years from the date that the cause of action arose.

(F) In the event that any one or more provisions contained herein (other than the provisions obligating Buyer to pay Seller for the Products) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

(G) The remedies contained herein are cumulative and in addition to any other remedies at law or in equity. All rights available to Seller under the Uniform Commercial Code are reserved to Seller as remedies available in the event of default or breach by Buyer.

(H) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer.

(I) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

(J) This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products, and supersedes any and all prior agreements, correspondences, quotations or understandings heretofore in force between the parties relating to the subject matter hereof.

(K) These Terms and Conditions shall be binding upon the successors and legal representatives of Buyer and Seller.