

TERMS AND CONDITIONS OF SALE

Rev. 01/2008

1. Entire Contract

This document, including attachments, contains all of the terms and conditions of sale of Voxel products and supersedes the terms and conditions of any purchase order and all prior or contemporaneous understandings, representations or warranties (including those contained in sales, promotional and/or marketing materials). All other terms and conditions are hereby rejected.

2. Delivery

2.1 Delivery shall be FOB Voxel's factory (for international sales transactions, delivery shall be FCA Voxel's factory [INCOTERMS 2000]).

2.2 Voxel may make partial and advance deliveries.

2.3 Voxel will notify Customer if a scheduled delivery is expected to be delayed more than 15 days. If Customer requests, Voxel will arrange for shipment by premium transportation, and if the delay is not excused will pay the additional shipping cost.

2.4 At Voxel's option, Customer may be invoiced for additional costs incurred by Voxel due to delays in delivery caused by Customer, including costs of storage and insurance.

3. Packaging and Shipment

3.1 Voxel will package and arrange for shipping according to customary standards.

3.2 Customer will be invoiced for the costs of shipping and special packaging.

3.3 If applicable, Voxel shall apply to the U.S. Government for authority to export the products. Customer shall be responsible for obtaining from any other government any required permission to import the products. Customer shall use its best efforts to assist Voxel in obtaining U.S. Government export licenses if Voxel requests such assistance. Customer assumes the risk that such export licenses and permission shall be obtained and shall remain in effect. If any required export license or permission is not obtained or is withdrawn or not extended, Voxel may terminate the order or portion thereof affected thereby.

4. Security Interest

4.1 Voxel shall retain a purchase money security interest in the products and in any sums due or paid to Customer therefor by any third party, until Customer has paid the purchase price to Voxel in full. Customer shall cooperate with Voxel in taking whatever actions are reasonably necessary to perfect and maintain the security interest.

4.2 If Voxel requests, Customer shall insure the Products in the full amount of the security interest against all loss, damage or destruction from the time the Products are delivered to the FOB/FCA point until the security interest is removed.

4.3 If Customer is in default of any obligation hereunder, or if a proceeding in bankruptcy, dissolution, liquidation, insolvency, receivership or reorganization is instituted by or against Customer, Customer's property or business, Voxel shall have the right to declare the unpaid balance owing under any orders

to be immediately due and payable, and to take immediate possession of the products or any portion thereof without demand, further notice or legal process.

5. Prices

Unless guaranteed in a written quotation, all prices are subject to change without notice and all sales will be invoiced at prices in effect on the date Voxel accepts Customer's order.

6. Letters of Credit

At Voxel's option, Customer shall establish confirmed and irrevocable letters of credit in favor of Voxel at a financial institution selected by Voxel in the amount of the total order price less any initial payments previously made. Letters of credit shall be valid until all payments under the order are made to Voxel. Letters of credit shall specifically instruct the financial institution to make payment to Voxel in U.S. dollars against the letters of credit in accordance with the terms hereof. Such payments are to be made upon demand, without delay and without the necessity of any judicial or administrative action. If the validity of any letter of credit expires prior to completion of all payments under the subject order, at Voxel's request Customer shall arrange for the validity of such letter of credit to be extended for an appropriate period. All charges related to letters of credit established hereunder shall be paid by Customer.

7. Invoicing and Payment

7.1 Voxel shall issue an invoice for any initial payment on the date an order is accepted, and an invoice for the balance of the order price on the date it makes delivery. If Customer causes a delay in delivery, Voxel, at its option, may issue its invoice at any time on or after the scheduled delivery date.

7.2 Payment in U.S. dollars is due in full within 30 days following the invoice date. Invoiced amounts are not subject to reduction by set-off or otherwise, without the express, prior written consent of Voxel.

7.3 If Voxel believes Customer's financial condition does not justify delivery on the terms of payment above, Voxel may require full or partial payment in advance, stop delivery of products in transit, reclaim products upon demand or terminate any order or any portion thereof.

8. Taxes and other Assessments on Sales

8.1 Product prices do not include taxes, excises and other assessments on sales, which shall be invoiced to Customer.

8.2 If Customer provides a copy of a resale or other tax exemption certificate, Voxel shall not invoice Customer for taxes covered by such certificate.

8.3 Customer shall indemnify, hold harmless and, at Voxel's option, defend Voxel at Customer's expense against all liability for any taxes or assessments, plus any interest, fines and penalties, assessed by any governmental entity, which are not paid in reliance upon an exemption certificate or a representation by Customer that they are not applicable to the sale.

9. Limitation of Liability

To the maximum extent allowed by law, Voxel shall not be liable for indirect, incidental, special or consequential damages hereunder whether resulting from nondelivery, the use, misuse or inability to

use any product, defects in any product, negligence or other tort. Voxel's maximum aggregate liability for all other damages for which liability is not or cannot be disclaimed or limited shall be subject to good faith negotiations between itself and Customer but shall not exceed the price Customer has paid for the product which is the subject of the damage claim.

10. Excuse of Performance

Voxel shall not be liable for failure to perform any of its obligations due to causes beyond its reasonable control. Such causes shall include, but shall not be limited to, such things as fire, flood, earthquake or other natural disaster, war, embargo, riot, the intervention of any governmental authority, strikes (regardless of the characterization thereof), labor slowdowns or walkouts, shortages of labor, material or transport, and failures of suppliers to deliver in accordance with the terms of their contracts.

11. Default

If Customer defaults in the performance of any obligation or if Customer prevents Voxel from performing any obligation for a period of 90 days or longer, in addition to any other remedies available under applicable law, Voxel may terminate the affected orders or any part thereof.

12. Waivers

Voxel's election not to enforce any provision hereof or of any order issued hereunder shall not be construed to be a continuing waiver and Voxel reserves the right subsequently to enforce such provision unless it agrees otherwise in writing.

13. Modification

Any modification or departure from these terms and conditions, including an agreement to accept Customer's terms and conditions of purchase, shall be valid only if in writing and signed by an authorized representative of Voxel.

14. Proprietary Information

Customer shall keep in confidence and shall take reasonable and appropriate measures to safeguard any data, such as specifications, drawings, software and information (including, without limitation, designs, reports, software documentation, manuals, models, process information and the like), revealed by Voxel and containing proprietary information marked or identified as proprietary. Such data shall not be duplicated, disclosed to others or used other than with respect to a purchase from Voxel without Voxel's written permission. These obligations shall not apply to any information which becomes generally available to the public other than as a result of a disclosure by Customer, or was available to Customer on a non confidential basis prior to its disclosure to Customer by Voxel, or becomes available to Customer on a non confidential basis from a source other than Voxel, provided that such source is not prohibited from disclosing such information to Customer by a contractual, legal or fiduciary obligation to Voxel. This obligation shall survive the expiration, cancellation or termination of any order subject to these terms and conditions.

15. Export Restrictions

Customer represents and warrants that no hardware or technical data which may be subject to the International Traffic in Arms Regulations or the Export Administration Act, furnished to it by Voxel shall be disclosed to any foreign national, firm or country, including foreign nationals employed by or associated with Customer, nor shall any such hardware or technical data be exported from the United States, without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Regulations, including the requirements for obtaining any export license, if applicable. Customer shall first obtain the written consent of Voxel prior to submitting any request for authority to export any such hardware or technical data.

16. Dispute Resolution

Voxel and Customer will cooperate with each other and will work together in good faith to resolve any disputes between them. If Voxel and Customer are unable to resolve a dispute despite such good-faith, cooperative efforts, in lieu of litigation the parties will utilize arbitration in Portland, Oregon in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Under no circumstances shall the arbitrator(s) be authorized or empowered to award punitive or multiple damages to either party. The award shall be final and binding, shall be the sole and exclusive remedy regarding any and all claims and counterclaims presented, and may not be reviewed by or appealed to any court except for purposes of enforcement.

17. Applicable Law

The validity and interpretation of these terms and conditions and performance hereunder shall be governed by the laws of the State of Oregon, United States of America, without resort to California's conflict of laws rules and excluding the United Nations Convention on Contracts for the Sale of Goods.

18. Warranty

There is no warranty applicable to this product.