

CUSTOMER ARRANGED SHIPPING ELECTION AND LIABILITY WAIVER

Photovac Laser Corp. Inc, 3513 Farm Bank Way, Grove City, Ohio 43123 | Tel: 614.875.3300 |

Commencing from the date of this Agreement and continuing until a written revocation has been received and acknowledged by Photovac Laser, Customer has elected to make its own arrangements for shipment and delivery of any and all goods purchased from Photovac Laser. In making this election, Customer agrees to the following terms and conditions.

COMPANY NAME: _____

COMPANY REPRESENTATIVE NAME: _____

1. Customer to Arrange Shipment: Shipment terms will be FOB Origin. Customer will select its own carrier, negotiate rates, shipping terms, and remit payment directly to the service providers. Upon request, Photovac Laser will strive to give its best estimate as to the size of shipment for an order.

2. Customer to Comply with Shipping Laws: Customer is responsible for, and warrants its compliance with, all applicable state and federal laws, rules, and regulations relating to shipment of goods from Photovac Laser, including but not limited to customs laws, import and export laws, transportation laws, and governmental regulations of any country to, from, through or over which its shipments may be transported. Customer agrees to furnish all documentation necessary to comply with such laws and regulations.

3. Customer to Provide Own Insurance: Customer has been encouraged to purchase freight insurance or to instruct Photovac Laser Corp. to purchase freight insurance on its behalf in order to avoid unacceptable risks to Customer. Customer accepts its sole obligation to purchase freight insurance if desired and understands that Photovac Laser Corp. will not purchase freight insurance on Customer's behalf unless requested to do so in writing.

4. Customer to Handle Own Claims: Customer arranged shipments are covered only to the extent to which Customer has secured freight insurance on its behalf. It is Customer's responsibility to report any damages and submit any claims directly to its carrier or insurer.

5. Customer to Assume All Liability: Regardless whether freight insurance is purchased on behalf of Customer, Customer assumes all liability associated with shipments during this term.

6. Exclusions of Liability: Photovac Laser will not be liable for any associated damages to Customer, including, but not limited to, any loss, delay or damage to goods caused by acts of God, public authorities, strikes, labor disputes, weather, mechanical failures, water freezing of cooling systems, water freezing of laser tubes, civil commotion, acts of terrorism, hazards incident to a state of war, acts or omissions of customs, or defects in the goods being shipped. Nor will Photovac Laser be liable for any punitive or exemplary damages nor any special, incidental or

consequential damages including lost income, profits, interest, or loss of market, whether or not Photovac Laser had knowledge that such damages might be incurred.

7. Revocation: Customer may revoke this election at any time by sending a written letter of revocation to Photovac Laser. Such revocation shall be effective after for shipments commissioned subsequent to receipt and acknowledgment of revocation by Photovac Laser.

8. Miscellaneous: This Agreement sets forth the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. The information, interpretation and performance of this Agreement shall be governed by the laws of the State of Ohio, excluding its conflict of law rules. This Agreement may be amended or modified only in writing signed by the Parties. This Agreement shall be binding upon the successors and assigns of both Parties

9. Arbitration: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association, Columbus, Ohio in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

AGREED TO BY CUSTOMER:

SIGNATURE: _____

PRINT NAME: _____

POSITION: _____

DATE: _____