

TERMS AND CONDITIONS OF SALE

The following Terms and Conditions of Sale ("Terms and Conditions") shall apply to all sales made by Promovision ("Supplier") to a buyer of Supplier's goods ("Purchaser"), and every agreement or other undertaking by Supplier is expressly conditioned on Purchaser's assent to these Terms and Conditions.

Acceptance of Orders

A quotation or tender addressed to Purchaser from Supplier does not constitute an offer to sell, and in no circumstances shall any contract arise unless and until the Purchaser submits an order to Supplier, and Supplier issues a written acknowledgment of the order to the Purchaser.

Price/Delivery Terms

Unless otherwise stated in writing, price and delivery terms are F.O.B. site of shipment, as defined in Incoterms 2000, and such prices do not include sales, use or other taxes or any export package cost, transportation, freight handling charges, export/import license fee, customs duties and the like, all of which shall be paid by Purchaser, who shall indemnify Supplier against all claims and liabilities therefore. Unless otherwise specified in writing, delivery dates are estimates only, and Supplier shall not be liable for any damages, consequential or otherwise, resulting from the failure to deliver the goods by a particular date.

Payment/Security

Unless otherwise stated in writing, payment terms are thirty (30) days from the date of the invoice for customers with satisfactory credit. In the event payment is not received by the due date, interest shall accrue at the rate of one and a half percent (1.5%) on the unpaid portion of the invoice for each period of thirty (30) days from the due date. Purchaser shall be liable for Supplier's costs associated with the collection of any amounts past due, including but not limited to attorneys' fees and court costs. Supplier retains title/security interest in the goods until full payment. Whenever Purchaser becomes insolvent or Supplier in good faith requires security, Supplier may cancel any outstanding contract with Purchaser; Revoke any extension of credit to Purchaser; Reduce any unpaid debt by enforcing its security interest in all goods (and proceeds therefrom) furnished by Supplier to Purchaser; And take any other steps necessary or desirable to secure Supplier fully with respect to Purchaser's payment for goods furnished or to be furnished by Supplier.

Inspection/Acceptance/Return/Cancellation

In the absence of an appropriate written notice with full particulars of any deficiency in the quality or quantity of the goods, sent to Supplier after Purchaser's inspection of the goods, Purchaser shall be conclusively deemed to have inspected and accepted the goods within sixty (60) days after receipt. All return claims due to a Supplier shipping or billing error must be made within thirty (30) days of invoice date and will be corrected at no cost to the purchaser. Purchaser may return stock products up to twelve (12) months following the initial date of purchase. Non-warranty return of product shall be subject to a restocking fee. Authorizations for all returns of qualified products must be obtained from the Supplier Customer Service Department prior to the return. No returns will be accepted without proper authorization.

The following conditions apply to all returns:

- i. All returned Products must be in salable condition, unused and in the unopened package and/or carton in which originally purchased
- ii. Custom products and discontinued products are not eligible for return
- iii. Credit will be issued at Supplier's original published suggested list price
- iv. All returns must be shipped freight prepaid by Purchaser

Supplier reserves the right:

- i. To return to Purchaser at Purchaser's cost returned product which in Supplier's sole discretion does not meet acceptable physical condition standards; and
- ii. To request proof of purchase for returned products

In the event Purchaser desires to cancel an order, Supplier may accept such cancellation in its sole discretion, however such cancellation, modification, or suspension of order will not be accepted on terms that will not fully indemnify Supplier against its loss, including recovery of all direct costs incurred, including normal indirect and overhead charges.

Limited Warranty

Supplier warrants that all goods will be free from defects in materials and workmanship for a period of six (6) months for non-assembled goods and twelve (12) months for assembled goods at the time of delivery by Supplier ("Limited Warranty"). The Limited Warranty does not apply if (1) the defect is the result of use or handling of the goods in a manner, circumstances or purposes other than those approved or instructed by Supplier; Or (2) the goods are misused or abused or there is evidence of tampering, mishandling, neglect, accidental damages, modification or repair without the approval of Supplier.

THE LIMITED WARRANTY PROVIDED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE LIMITED WARRANTY IS IN LIEU OF ANY OTHER LIABILITY OR OBLIGATION OF SUPPLIER FOR LOSSES, EXPENSES, INCONVENIENCES OR DAMAGES (WHETHER SPECIAL, INDIRECT, SECONDARY, OR CONSEQUENTIAL) ARISING FROM OWNERSHIP OR USE OF THE GOODS. REPAIR, REPLACEMENT, OR CREDIT (AT SUPPLIER'S OPTION) UPON RETURN OF THE GOODS IS PURCHASER'S SOLE REMEDY FOR ANY SUCH LOSSES, EXPENSES, INCONVENIENCES OR DAMAGES. PURCHASER HEREBY WAIVES ANY RIGHTS THAT IT MIGHT OTHERWISE BE ENTITLED TO IN CONNECTION WITH THE MATTERS COVERED IN THIS PARAGRAPH.

Special Terms for Breakaway Lanyards

Breakaway performance will vary. The male/female part pull force specification for round breakaways is 3-11 lbs. under tested conditions per M-3-QA-0167. The male/female part pull force specification for flat standard breakaways is 4-10 lbs. under test conditions per M-3-QA-0167. A full description of the M-3-QA-0167 test procedure can be provided upon request.

Limited Breakaway Warranty

CUSTOMERS SHOULD TEST THE BREAKAWAY FEATURE FOR SUITABILITY FOR THEIR USE AND ENVIRONMENT. THIS PRODUCT IS SUBJECT TO A LIMITED WARRANTY. SELLER WARRANTS TO THE ORIGINAL PURCHASER FOR USE THAT THE GOODS OR ANY COMPONENT THEREOF WILL BE FREE FROM DEFECTS IN WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM THE DATE OF PURCHASE. SELLER'S SOLE LIABILITY AND THE PURCHASER'S SOLE REMEDY FOR A FAILURE OF GOODS UNDER THIS LIMITED WARRANTY, AND FOR ANY AND ALL CLAIMS ARISING OUT OF THE PURCHASE AND USE OF THE GOODS, SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT OF THE GOODS THAT DO NOT CONFORM TO THIS WARRANTY. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES COVERING THESE GOODS OTHER THAN AS SET FORTH ABOVE.

No Consequential Damages

Under no circumstances whatsoever shall Supplier and Purchaser be liable to each other for any indirect, special, or consequential damages, whether foreseeable or unforeseeable and whether

based upon lost goodwill, lost resale profits, loss of use of money, work stoppage, impairment of other assets, or otherwise and whether arising out of breach of warranty, breach of contract, strict liability in tort, negligence, misrepresentation, or otherwise, except only in the case of personal injury where applicable law requires such liability.

Patent, Copyright and Trademark Indemnity

In the event that a good supplied by Supplier is claimed to directly infringe a United States patent, copyright or trademark or a foreign patent, copyright or trademark corresponding thereto in effect at the time Supplier issues its invoice or written acknowledgment of the order, then Purchaser shall permit Supplier, at its option and expense, either to (1) procure the right to continue to use such good, (2) replace or modify such good so that the good supplied becomes non-infringing, or (3) accept return of such good and reimburse Purchaser for the purchaser price, less a charge for reasonable wear and depreciation. Supplier shall at its expense defend any action against Purchaser based on a claim that a good infringes a United States patent, copyright or trademark or a foreign patent, copyright or trademark corresponding thereto, provided that Purchaser: (1) notifies Supplier promptly in writing of such action, and furnishes copies of all demands, process and pleadings; (2) Gives Supplier sole control of the defense thereof (and any negotiations for settlement or compromise thereof) ; And (3) cooperates in the defense thereof at Supplier's expense. THE FOREGOING STATES THE ENTIRE LIABILITY OF SUPPLIER FOR INFRINGEMENT CLAIMS AND ACTIONS, AND PURCHASER HEREBY WAIVES ANY RIGHTS THAT IT MIGHT OTHERWISE BE ENTITLED TO IN CONNECTION WITH THE FOREGOING. Supplier shall have no liability to Purchaser for any action or claim alleging infringement based upon any conduct involving: (1) the use of any good in a manner other than as specified by Supplier; (2) The use of any good in combination with other products, equipment, or devices not supplied by Supplier; or (3) the alteration, modification or customization of any good by any person other than Supplier, or by Supplier based on Purchaser's specifications or otherwise at Purchaser's direction (regardless of whether such alteration, modification or customization occurs before or after the good is originally shipped by Supplier to Purchaser). In the event of an infringement action or claim against Supplier which is based on any conduct described in the preceding sentence, Purchaser shall indemnify and hold Supplier harmless against all damages, costs or expenses, including reasonable attorneys' fees paid or incurred by Supplier in connection with such action or claim.

Tooling, Negatives, Plates, Artwork, and Overruns

If Purchaser pays for tooling, negatives or plates (collectively "tooling") then such tooling will be the property of Purchaser and will be maintained free of charge by Supplier while being used in production and for twenty-four (24) months following the last date of use, after which the tooling will be destroyed, unless otherwise agreed in writing. If Purchaser does not pay for tooling, then any such tooling will be the property of Supplier. All artwork submitted by Purchaser is subject to the approval of Supplier. Supplier will notify Purchaser of any additional charges for retouching or reworking and will bill Purchaser at cost for same. On custom product orders Supplier reserves the right to ship not in excess of ten percent over or under the quantity ordered.

General

The invalidity or unenforceability (in whole or in part) of any provision, term or condition hereof, will not affect in any way the validity and enforceability of the remainder of such provision, term or condition, or any other provision, term or condition. These Terms and Conditions may not be modified, terminated or repudiated, in whole or in part, except in a writing executed by the authorized representatives of Supplier and Purchaser. Supplier may, at its sole option, treat any attempted modification, termination, or repudiation to which it does not assent in writing, as a breach of these Terms and Conditions. Upon any breach by Purchaser, or failure by Purchaser to comply with any of these Terms and Conditions, or if Purchaser becomes unable to conduct its normal business operations (including inability to meet its obligations as they mature), or if Purchaser becomes the subject of any proceed-

ing under any state or federal bankruptcy law or other law, or makes any assignment for the benefit of creditors, Supplier will have the right to immediately cancel or terminate any and all agreements with or obligations to Purchaser relating to sales of the goods, in whole or in such part, which may result in the non-shipment or cancellation of Purchaser's pending or future order(s) and/or termination of Purchaser's relationship with Supplier, and to recover from Purchaser damages for breach (excluding consequential damages) and any unpaid installments due shall become immediately due and payable. All remedies in these Terms and Conditions will be cumulative, and not alternative or exclusive, and will be in addition to all other rights and remedies provided by applicable law. The exercise or failure to exercise any remedy by Supplier will not preclude the exercise of the same or other remedies under these Terms and Conditions. Supplier will not be deemed to have waived any provision of these Terms and Conditions or any breach by Purchaser of any provision hereof, unless specifically set forth in writing and executed by an authorized representative of Supplier. No such waiver by Supplier will constitute a waiver of such provision or breach on any other occasion. Supplier shall not be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, terrorist actions, acts of God, shortages of materials, transportation delays, fires, floods, labor disturbances, riots or wars. These Terms and Conditions, and the transactions contemplated hereby, will be governed by, construed and interpreted in accordance with the substantive laws of the Wisconsin (excluding the Convention on Contracts for the International Sale of Goods) without regard to its conflict of laws rules. Any legal action with respect to any such transaction must be commenced within one year and one day after the cause of action has accrued. These Terms and Conditions, together with any quotation, order acceptance, or invoice subject to these Terms and Conditions, constitute the entire agreement and understanding of Supplier and Purchaser. Supplier assumes no liability except as expressly provided in these Terms and Conditions.

Arbitration

Any and all disputes arising under or relating to these Terms and Conditions and the transactions contemplated hereby shall be determined by binding arbitration in Boston, MA in accordance with the International Arbitration Rules of the American Arbitration Association, and be conducted in the English language.

Ethics Policy

Brady Corporation has a global Code of Ethics Policy (the "Ethics Policy"), which governs the behavior and relationships between Brady employees and its' customers and suppliers. The Ethics Policy can be viewed at www.bradycorp.com, the Corporate Governance tab, Ethics Guide. If you believe that a Brady employee's conduct violates the terms of the Ethics Policy, please report the violation by using the confidential website (www.bradyethics.com), telephone number or fax line as outlined on page 5 of the Ethics Policy. Any personal information submitted by Purchaser during any sale shall also be governed by the Privacy Policy, which can be reached by clicking on the "Privacy Policy" link located in the footer section of the Sites.