

## Havis Credit Policy, Certification and Terms

### Havis Credit Policy

Accounts must be in compliance with Havis credit policy which states:

All payments shall be made to Havis, Inc no later than 30 days from the date of the invoice. Shipments will be not released in the event of unpaid invoices and/or those accounts which are beyond established payment terms. Credit manager establishes all credit limits and has final authority to release or hold orders due to late payment.

Any account found not in compliance with Havis' credit policy, will be reviewed and discounts and/or terms can be changed upon discretion of Havis management. The terms and conditions of credit granted shall be binding upon Customer in connection with all future business transactions. No other terms and conditions shall be acceptable or binding unless in writing and agreed to in writing by Havis Inc.

### Certification and Terms

#### 1. Security Interests

(a) Purchase Money Security Interest - Customer hereby grants to Havis, Inc, a purchase money security interest in each product that Customer purchases from Havis, Inc, (individually, "Product", or collectively, "Products") and the proceeds, repossession, and returns thereof, to secure full payment of any indebtedness of Customer to Havis, Inc, now existing or later arising, incurred with respect to the purchase of Product by Customer. Customer hereby authorizes Havis, Inc to file financing statements and/or other documents evidencing such security interests in a form satisfactory for filing with the appropriate government authority. If necessary, under the commercial code of the appropriate jurisdiction, Customer hereby grants Havis, Inc an irrevocable power of attorney coupled with an interest to execute on Customer's behalf, any such financing statements and/or other documents.

(b) Non-purchase Money Security Interest - In addition, Customer grants to Havis, Inc a security interest which is not a purchase money security interest, in all of Customer's inventory and Accounts and the proceeds thereof (the "Collateral") now and hereafter acquired, to secure all obligations now or hereafter due and owing to Havis, Inc by Customer. This grant is separate and apart from the security interest granted in the preceding paragraph and shall be identified by a separate UCC filing. Customer hereby authorizes Havis, Inc to file financing statements and/or other documents evidencing such a security interest in a form satisfactory for filing with the appropriate government authority. If necessary under the commercial code of the appropriate jurisdiction, Customer hereby grants Havis, Inc an irrevocable power of attorney coupled with an interest to execute on Customer's behalf, any such financing statements and/or other documents.

(c) Terms Applicable to (a) and (b) above. Upon the failure of Customer to pay when due, any indebtedness secured by the security interests granted in (a) and/or (b) above, upon any other event of default under any Agreement with Havis, Inc, or if it is determined that Customer supplied false or incomplete information in this credit application, Havis, Inc shall have all of the remedies provided to a secured creditor under the Uniform Commercial Code as adopted in the state in which the Products or Collateral are located, including without limitation

(i) the right to require Customer to assemble Products or Collateral and make them available to Havis, Inc at a place to be designated by Havis, Inc which is reasonably convenient to both parties;

(ii) the right to enter Customer's premises for the purpose of peacefully exercising its rights hereunder; and

(iii) the right to dispose of Products or Collateral by public sale, private sale or otherwise upon reasonable notice. For purposes of the preceding sentence, reasonable notice shall be deemed met if notice is mailed certified mail to the address of the Customer set forth in this Agreement at least ten (10) days before the time of sale or disposition.

## 2. Orders

Customer shall place each order for Products by written purchase order signed by Customer's authorized representative and directed to Havis, Inc at its headquarters in Warminster, PA. The terms of this Agreement shall govern over any additional, inconsistent or conflicting provisions of Customer's purchase order, even if Havis, Inc. executes or signs such purchase order. Estimated ship dates given by Havis, Inc in response to an order are approximate only and shall not constitute acceptance of an order.

## 3. Assignment

This Agreement and the rights, duties and obligations of the parties hereto shall not be assignable, transferable or delegable by Customer without the prior written consent of Havis, Inc, and purported assignment without such consent shall be void. The merger or consolidation of Customer into another entity, or sale or transfer of a controlling interest in the Customer or of substantially all or all of the Customer's assets, shall be deemed an assignment subject to the consent requirement hereunder.

## 4. Jurisdiction and Venue

The laws of the Commonwealth of Pennsylvania shall govern all contracts entered into between Customer and Havis, Inc. And all disputes may be resolved within the Courts within the Commonwealth of Pennsylvania

## 5. Terms and conditions

The terms and conditions of credit granted shall be binding upon Customer in connection with all future business transactions. No other terms and conditions shall be acceptable or binding unless in writing and agreed to in writing by Havis, Inc.