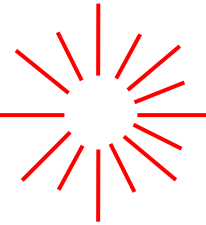


NIGHTLINE, INC.

NIGHT VISION SPECIALISTS



Standard Terms & Conditions of Sale

NIGHTLINE, INC.

Seller referred to in these Terms and Conditions is Nightline, Inc., a Florida Corporation.

SHIPMENT

Title to and risk of loss of all goods sold under this order by Seller, shall pass to the Buyer upon delivery of goods FOB Origin, at Seller's facility, to the Buyer, or an agent of Buyer, including a common carrier or warehouse, as hereinafter provided. All shipments shall be made on a collect basis unless otherwise agreed. Seller may make partial shipments or delivery of equipment in advance of the scheduled delivery date. For international orders, delivery shall be EXW, INCOTERMS 2000 (Seller's plant) and commence within the specified delivery period after receipt of the order (ARO), the completed stamped DSP-83, End User Certification and the approved U.S. DoS export license, whichever occurs last.

TERMS

Unless otherwise specified, payment terms are net 30 days from the invoice date. Order acceptance, shipments, deliveries and performance of work shall at all times be subject to approval of Seller's Finance department. Seller may at any time decline to make any shipments/deliveries, or perform any work, except upon receipt of payment, or upon terms and conditions or security satisfactory to such department.

WARRANTY

Seller warrants that the products are warranted against defects in workmanship and materials for a period of 12 months or less as proposed in Seller's sales quote, under normal use and service from date of shipment and to no further extent. Seller's obligation under this warranty is limited to replacing, repairing, or giving credit for, at its option, at its plant of origin. Any of said products shall be returned within ten (10) days after failure to Seller's place of origin, transportation charges prepaid. After examination, Seller will disclose satisfaction to be thus defective. Buyer shall contact Seller for a returned material authorization (RMA) number and notification that Seller has obtained the appropriate import license, if a license is applicable.

LICENSING

IMPORT: Buyer shall be responsible for obtaining all import licenses and permits necessary for import into Buyer's or ultimate User's country from the United States.

EXPORT: Licenses or other Governmental orders or permits required for export of the product(s) from the United States shall be processed by Seller, unless otherwise mutually agreed. Seller's broker/freight forwarder will be used when Seller obtains and is the applicant on licenses required by the U.S. Government.

PRICES

The prices for products and/or services described are exclusive of any and all Federal, State, and local excise, sales, use and similar taxes.

REPAIRS

Seller services all night vision equipment in this catalog and provides rapid turn around to ensure minimum disruption to the Buyer's operations.

TRAINING PROGRAMS

Seller offers a variety of customized programs, covering Operator and Maintenance Training. Format and Length are customer specific. Please inquire.

FORCE MAJEURE

Seller shall not be liable for any costs, loss or damage resulting from any cause beyond Seller's reasonable control or due to compliance with any regulations, order, acts, instructions or priority requests of any Government or any department or agency thereof, civil or military authority, acts of God, acts of omission of the Buyer, fires, floods, weather, strikes, lockouts, factory shutdowns, embargoes, wars, riots, delays in transportation or inability to obtain labor from Seller's usual sources.

Marketing & Sales: Post Office Box 16-0819 Miami, FL 33116 T: (305) 598-5357 F: 598-4846 info@Nightline-Inc.com

Manufacturing: 300 Industrial Drive, Mountain City, TN 37683 T: (423) 727-5900 F: 727-6948 www.Nightline-Inc.com