



ABB INDUSTRIAL SYSTEMS INC.
DISTRIBUTOR AGREEMENT

This AGREEMENT, made as of the 12 day of Aug, 1998 between ABB Industrial Systems Inc. (herein called "COMPANY"), a corporation existing under the laws of the State of Ohio, and having its principal office address at 16250 W. Glendale Drive, New Berlin, WI 53151, and
Intec Solutions (hereinafter called "DISTRIBUTOR"),
a corporation existing under the laws of Nevada
and having its principal office address at 27 Glen Carren Circle Sparks, NV 89431
and a wholly owned subsidiary of/or owned by Christopher Hall

WITNESSETH:

WHEREAS, COMPANY desires to engage DISTRIBUTOR in the capacity of non-exclusive sales distributor, and DISTRIBUTOR desire to accept association with COMPANY in such capacity.

NOW, THEREFORE, in consideration of the promises and of the mutual agreements hereinafter set forth, the parties hereby agree as follows:

1. APPOINTMENT

- (a) The COMPANY hereby appoints Intec Solutions as a COMPANY appointed DISTRIBUTOR and grants it the right to resell COMPANY PRODUCTS, and the DISTRIBUTOR hereby accepts such appointment and agrees to perform the obligations and responsibilities of a DISTRIBUTOR as herein provided.
- (b) The parties agree that DISTRIBUTOR shall act as a non-exclusive sales distributor for COMPANY's PRODUCTS, for the marketing Area of Responsibility (APR) as described in the Attachment(s) listed on Page 1 of this Agreement (hereinafter referred to as "ATTACHMENT(s)").
- (c) "AREA OF PRIMARY RESPONSIBILITY" (hereinafter referred to as "APR") shall refer to the geographic area designated in the ATTACHMENT(s), (the "AREA OF PRIMARY RESPONSIBILITY"), as revised by COMPANY from time to time upon notice to DISTRIBUTOR.
- (d) COMPANY and its appointees shall have the right at any time during the term of this Agreement, at COMPANY's sole discretion, to sell any PRODUCTS or services directly to customers or their representatives in or outside of the APR.
- (e) The COMPANY shall have no obligation to service, support, or ship to, any customer of the DISTRIBUTOR who does not maintain a purchasing location within the DISTRIBUTOR's geographic APR.
- (f) DISTRIBUTOR understands that its sales performance in the APR shall be the prime consideration for the continued right hereunder to purchase and sell PRODUCTS.

2. THIS AGREEMENT SHALL CONTINUE IN EFFECT FROM THE EFFECTIVE DATE HEREOF UNTIL TERMINATED, AND MAY BE TERMINATED ONLY AS FOLLOWS:

- (a) By either party at will, with or without cause, upon 60 days written notice by registered mail. If governing law requires cause, cause includes, but is not limited to failure of DISTRIBUTOR to perform DISTRIBUTOR duties in Section 3 of this Agreement and in the ATTACHMENTS(S) or,
- (b) COMPANY may, at its sole option, terminate this Agreement by written notice effective immediately if the DISTRIBUTOR assigns this Agreement, or any rights hereunder, without the COMPANY's prior written consent, or is a change in the control, ownership, or management of the DISTRIBUTOR which is unacceptable to the COMPANY, or the DISTRIBUTOR ceases to function as a going concern, or to conduct its operations in the normal course of business, or a receiver for the DISTRIBUTOR is appointed or applied for, or a petition under the bankruptcy laws is filed for or against a DISTRIBUTOR, or the DISTRIBUTOR makes an assignment for the benefit of creditors.
- (c) If the COMPANY initiates termination as provided in Paragraph 2(A) of this Agreement, and if the DISTRIBUTOR desires to return their inventory to the COMPANY, the COMPANY agrees to accept the return of the DISTRIBUTOR'S inventory of current Products in resalable condition for full credit, less any applicable published discount previously received by the DISTRIBUTOR on this inventory, with freight being prepaid by the DISTRIBUTOR. All returns must be accompanied by a "Returned Goods Authorization" signed by the appropriate representative of the COMPANY. This return of inventory must be completed within sixty (60) days of the COMPANY's termination notification to the DISTRIBUTOR.

3. DUTIES OF DISTRIBUTOR

- (a) DISTRIBUTOR agrees to actively and diligently promote the sale of the PRODUCTS during the term hereof.
- (b) DISTRIBUTOR agrees to perform the "Additional Duties of Distributor" as stated in the ATTACHMENT(S).

4. ASSISTANCE BY COMPANY

COMPANY agrees to furnish DISTRIBUTOR on a reasonable cost basis quantities of such catalogs, manuals, advertising literature and other sales aids which may be made available by COMPANY. COMPANY further agrees to provide DISTRIBUTOR with reasonable support and technical assistance upon terms and conditions to be agreed upon from time to time.

5. COMPANY'S NAME AND TRADEMARKS

DISTRIBUTOR shall not use COMPANY's name and/or trademarks without the prior, express written consent of COMPANY. Upon termination of this Agreement, DISTRIBUTOR shall remove all reference to COMPANY from its letterheads, advertising literature and place of business, and shall not thereafter use those or any similar name or trademark.

6. POLICY AND TERMS

The COMPANY and the DISTRIBUTOR understand and agree that the published "Statement of Policy" concerning sales through distributors, and the "Standard Terms and Conditions of Sale" amended from time to time, are part of this Agreement and shall apply to all sales by the COMPANY to the DISTRIBUTOR of the PRODUCTS covered by this Agreement. The COMPANY and the DISTRIBUTOR agree to abide by the terms. Copies of these current terms are attached to this Agreement.

7. INSURANCE COVERAGE

The DISTRIBUTOR shall maintain liability insurance at the DISTRIBUTOR'S expense covering the DISTRIBUTOR'S acts and operations, including products-completed operations exposure, with bodily injury limits of at least \$300,000 per person, \$1,000,000 per occurrence and \$1,000,000 aggregate and property damage limits of \$300,000 per occurrence and \$500,000 aggregate.

8. NO LIABILITY FOR TERMINATION

Neither the COMPANY nor the DISTRIBUTOR shall by reason of the termination of this Agreement be liable to the other for compensation, reimbursement or damages either on account of the loss of present or prospective profits on sales or anticipated sales, or on account of expenditures, investments, leases or other types of commitments made in connection with the business of either, and the COMPANY and the DISTRIBUTOR hereby waive any and all legal rights either may have to such damages.

9. FINANCIAL STATUS

The DISTRIBUTOR agrees to furnish the COMPANY'S credit department, upon request, accurate financial information relevant to the current financial condition of the DISTRIBUTOR.

10. RELATIONSHIP BETWEEN COMPANY AND DISTRIBUTOR

DISTRIBUTOR is an independent contractor and this Agreement is not intended to, and does not make DISTRIBUTOR, and DISTRIBUTOR agrees it will not represent itself to be, the partner, agent or employee of COMPANY for any purpose whatsoever. DISTRIBUTOR is not granted any authority to assume or create any obligation or responsibility on behalf of the COMPANY, or to bind COMPANY in any manner.

11. CONFIDENTIALITY, IMPROVEMENTS, PATENTS

- (a) DISTRIBUTOR recognizes that its familiarity with the PRODUCTS will result primarily from the information and technical assistance furnished to DISTRIBUTOR by COMPANY under this Agreement. Such information and data are confidential proprietary data and trade secrets belonging to COMPANY.

DISTRIBUTOR shall not disclose such data to any third parties or use it in any matter detrimental to COMPANY. Upon termination of this Agreement for any reason, all documentary data and information shall be promptly returned to COMPANY.

- (b) DISTRIBUTOR agrees that all inventions, improvements, and/or developmental ideas acquired by the DISTRIBUTOR, its officers, agents, or employees during the term of the Agreement relating to the PRODUCTS, whether or not patentable, shall be and remain the property of COMPANY, and that COMPANY shall have the exclusive rights in and control of said inventions, improvements and ideas, including the right to all patents thereon.

- (c) DISTRIBUTOR shall furnish or cause to be furnished to COMPANY all reasonable assistance in establishing and protecting COMPANY patent and trademark rights, including but not limited to the execution of all documents necessary to obtain for COMPANY, at COMPANY's expense, full and complete patent and/or trademark protection.

12. MODIFICATION

COMPANY reserves the right to expand and/or contract DISTRIBUTOR's authorized PRODUCTS line at any time upon thirty (30) days prior written notice; such modification not to affect orders placed by DISTRIBUTOR and accepted by COMPANY prior to such notice.

The balance of the Agreement may only be altered or modified by the written agreement of the parties.

13. ARBITRATION

Any controversy arising under or in relation to this Agreement, except as otherwise expressly provided below, shall be settled by arbitration, before a single arbitrator in Milwaukee, Wisconsin in accordance with the rules then pertaining to the American Arbitration Association. The provisions of this arbitration clause, however, shall not be applied to the determination of questions affecting the validity or scope of any patents.

14. NOTICES

Any notice hereunder is to be served by hand delivery, by sending a prepaid cable or telegram or by mailing a registered letter addressed to the party to whom it is intended, at its last known address of record. The date of hand delivery, sending of such cable or telegram or mailing of such letter shall be deemed the date on which such notice is given.

15. COMPLETE AGREEMENT OF PARTIES

There are no understandings between the parties hereto as to the subject matter of this Agreement other than as herein set forth and in the accompanying documents specifically referenced herein. All previous communications concerning the subject matter of this Agreement, either verbal or written, are hereby abrogated and withdrawn and this Agreement constitutes the whole of the agreement between the parties.

16. GOVERNING LAW

This Agreement shall be governed by, and shall be interpreted according to the laws of the State of Ohio. Any provision or provisions which in any way contravene any law of the state or states in which the Agreement is effective shall, in that state, be deemed separable and not a part of this Agreement.

17. EFFECTIVE DATE OF AGREEMENT

This Agreement shall be binding on COMPANY when it bears a signature of the President, ABB Industrial Systems Inc., or their designee, and is delivered to the Distributor.



ABB INDUSTRIAL SYSTEMS INC.
GENERAL TERMS AND CONDITIONS

1. General. The terms and conditions contained herein, together with any additional or different terms contained in ABB Industrial Systems Inc.'s ("ABB") Proposal, if any, submitted to Purchaser (which Proposal shall control over these terms and conditions to the extent it contains any conflicting terms and conditions) constitute the entire agreement between the parties with respect to this order and supersede all prior communications and agreements. Acceptance by ABB of Purchaser's order, or Purchaser's acceptance of ABB's Proposal is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions which may not be changed or waived except in a writing signed by both parties. Any additional, inconsistent or different terms and conditions contained in Purchaser's purchase order or other documents supplied by Purchaser are hereby expressly rejected. Unless the context otherwise requires, the term "Equipment" as used herein includes all equipment, parts, and accessories sold, and all software and application software licensed to Purchaser by ABB under this order. Unless the context otherwise indicates, the term "Services" as used herein shall mean labor, supervision and project engineering services provided by ABB under this order. As used herein, the term "Purchaser" shall include the initial end user of the Equipment and/or Services; provided, however, that Paragraph 1.4(a) shall apply exclusively to the initial end user.
2. Prices, Taxes, Customs Duties.
 - (a) Unless otherwise specified in writing, all written quotations expire thirty (30) days from the date thereof.
 - (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one half (1½) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate.
 - (c) The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable to, measured by, or imposed upon or with respect to the transaction, the Equipment, its sale, its value or its use, or any services performed in connection herewith. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
 - (d) ABB's prices herein include customs duties and other importation or exportation fees and the rates thereof in effect on the date hereof. Any change in such duties, fees, or rates shall be the basis for a price adjustment in a charge order.
3. Payment.
 - (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice payable by wire transfer to the account designated by ABB in the Proposal.
 - (b) If, in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, then ABB may require payment in advance, payment security satisfactory to ABB or cancel any outstanding order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date ABB is prepared to make delivery. Delays in delivery or non-conformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
 - (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1½ % per month or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorney's fees and court costs incurred in connection with collection.
4. Changes.
 - (a) Any changes requested by Purchaser affecting the ordered scope of work must be accepted by ABB and resulting adjustments to affected provisions including price, schedule, and guarantees, mutually agreed in writing prior to implementation of the changes.
 - (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to meet any performance guarantees provided for in the Proposal. If Purchaser refuses to approve any such changes, ABB shall be relieved of its obligations to meet such guarantees to the extent to which ABB may be affected by such refusal.
5. Delivery. All Equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. point of shipment. Equipment shipped from outside the continental United States is delivered F.O.B. port of entry. Where the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may deliver the equipment by moving it to storage for the account of and at risk of Purchaser. Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder. Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery.
6. Risk of Loss. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment.
7. Title. Except with respect to licensed software (for which title does not pass; use being licensed), title to the Equipment sold shall remain in ABB until fully paid for.
8. Inspection, Testing and Acceptance.
 - (a) Any inspections by Purchaser of Equipment on ABB's premises shall be scheduled in advance and during normal working hours.
 - (b) When factory acceptance testing is included in the Agreement, ABB shall notify Purchaser when ABB will conduct a standard acceptance test for Purchaser prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of the test, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and authorizes shipment.
 - (c) When on-site acceptance testing is included in the Agreement, a standard ABB on-site acceptance test will be performed by ABB's personnel to verify that all Equipment supplied hereunder has arrived at site complete, without physical damage, and is ready for the use specified in the Proposal. Completion of the on-site acceptance test constitutes full and final acceptance of the Equipment. If the acceptance test is not performed within thirty (30) days after arrival of the Equipment at the site, final acceptance shall be deemed made.
9. Warranty.
 - (a) General. ABB warrants the Equipment (excluding software) against defects in material and workmanship for a period of twelve (12) months after installation or eighteen (18) months from date of shipment, whichever first in time occurs.
 - (b) Services. ABB warrants Services against defects in workmanship for a period of ninety (90) days from the date of completion of such Services.
 - (c) Special. If applicable to the scope of ABB's work hereunder, ABB further warrants: (1) spare parts and components sold by ABB against defects in material and workmanship for a period of twelve (12) months after shipment and (2) repaired or refurbished parts repaired by ABB against defects in material and workmanship for a period of 90 days after shipment, unless repaired pursuant to an original Equipment warranty, in which case the repair is warranted for the time remaining of the original warranty period.
 - (d) Software. If software developed by ABB is furnished hereunder, ABB's sole warranty of such software is that, except as specified below, it will execute in accordance with ABB's published specification when properly installed. The warranty period shall be one (1) year from date of shipment. If the software does not meet the above warranty and if the Purchaser promptly notifies ABB and provides the description of the error and complete information about the manner of its discovery, ABB shall thereupon correct any defect or error by (at its option) (1) modifying or making available to the Purchaser instructions for modifying any erroneous program; or (2) making available at ABB's facility necessary corrected or replacement programs. The foregoing warranty shall not apply to defects resulting from (1) unauthorized modification or (2) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
 - (e) Equipment/Services Remedy. Should any failure to conform with the applicable warranties appear during the specified periods under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained, and if given prompt written notice by Purchaser, ABB shall correct such nonconformity by, at its option, (1) repair or replacement of the nonconforming Equipment or parts thereof or (2) refund of the purchase price of the nonconforming Equipment or parts thereof or (3) in the case of nonconforming Services, provide equivalent Services at the job site or refund the price thereof. Repairs or replacements pursuant to warranty shall not renew or extend the applicable original warranty period, provided however, that any such repairs or replacement of Equipment or parts thereof shall be warranted for the time remaining of the original warranty period or 30 days, whichever is longer. ABB shall not be responsible for providing working access to the defect, including disassembly and re-assembly of equipment or for providing transportation to and from repair or factory facility, all of which shall be at Purchaser's risk and expense.
 - (f) These warranties shall not apply to any Equipment or parts thereof which (1) have been improperly repaired or altered; (2) have been subjected to misuse, negligence or accident; (3) have been used in a manner contrary to ABB's instructions; (4) are comprised of materials provided or design stipulated by Purchaser; (5) are used equipment; or (6) result from normal wear and tear.
 - (g) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY ABB AND ALL EQUIPMENT MANUFACTURERS.
 - (h) Correction of nonconformities in the manner and for the period of time provided above shall be Purchaser's sole and exclusive remedy for any failure of ABB to comply with its obligations and shall constitute fulfillment of all liabilities of ABB and any Equipment manufacturer (including any liability for direct, indirect, special, incidental or consequential damages) whether in warranty, contract, tort (including negligence) or otherwise with respect to or arising out of the work performed hereunder.

10. **Patent Indemnity.**
- ABB shall defend at its own expense any actions brought against Purchaser alleging that the Equipment furnished hereunder by ABB or the use of said Equipment to practice any process supplied hereunder by ABB directly infringes any claim of a patent of the United States of America and to pay all damages and costs finally awarded in said actions. ABB shall have the right to settle or otherwise terminate said actions on behalf of Purchaser.
 - ABB shall have no obligations hereunder and this provision shall not apply: (1) to any other equipment or processes, including Equipment or processes supplied hereunder by ABB which have been modified or combined with other equipment or processes; (2) to any products or articles manufactured by any equipment or processes; (3) to any patent issued after the date hereof; and (4) in the event any of said actions are settled or otherwise terminated without the prior written consent of ABB.
 - If in any action hereunder, the Equipment is held to constitute infringement, or the practice of any process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, either procure for Purchaser the right to continue using said Equipment, or, modify or replace it with non-infringing equipment, or, with Purchaser's assistance, modify the process so that it becomes non-infringing, or remove it and refund the purchase price allocable to the infringing equipment. THE FOREGOING PARAGRAPHS STATE THE ENTIRE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER WITH RESPECT TO PATENT INFRINGEMENT.
 - To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser agrees to defend and indemnify ABB in the same manner and to the same extent that ABB indemnifies Purchaser in this "Patent Indemnity" paragraph.
11. **Limitation of Liability.**
- In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, or claims of statements of the Purchaser or other third parties for such or other damages. ABB's liability for any claim whether in contract, warranty, negligence, tort, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this contract or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this contract, or from any services rendered in connection therewith shall in no case (except as provided in the section entitled "Patent Indemnity") exceed one-half (1/2) of the purchase price allocable to the Equipment or part thereof or Services which gives rise to the claim.
 - All causes of action against ABB arising out of or relating to this contract or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.
 - In no event, regardless of cause, shall ABB assume responsibility for or be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and/or Services.
12. **Laws and Regulations.** ABB does not assume any responsibility for compliance with Federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment is the sole responsibility of the Purchaser. All laws and regulations expressly incorporated herein shall be those in effect as of the date hereof. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change order. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for the obtaining of any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment.
13. **OSHA.** ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of this Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.
14. **Software License.**
- ABB owns and has all rights to certain proprietary computer software. As part of the sale made hereunder, Purchaser obtains a limited license to use certain proprietary software identified in ABB's proposal, subject to the following: (a) The proprietary software may be used only in conjunction with equipment specified by ABB. (b) The proprietary software is to be kept strictly confidential. (c) The proprietary software shall not be copied, reverse engineered, or modified. (d) The Purchaser's right to use the proprietary software shall become effective upon delivery and shall continue until the related equipment is no longer used by the Purchaser or until otherwise terminated hereunder. (e) The rights to use the proprietary software are non-exclusive, and are non-transferable, except with ABB's prior written consent.
 - Nothing contained in this Agreement shall be deemed to convey any title to or ownership in the software or the intellectual property contained therein in whole or in part to Purchaser, nor to designate the software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the software and without retaining any copies, notes or excerpts thereof, return to ABB the software and all copies thereof and shall remove all machine readable software from all of Purchaser's storage media.
15. **Inventions and Information.** Unless otherwise agreed in writing by ABB and Purchaser, all right, title and interest in any inventions, developments, improvements or modifications of or for Equipment and Services shall remain with ABB. Any design, manufacturing drawings or other information submitted to the Purchaser remain the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.
16. **Force Majeure.** ABB shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but not limited to acts of war (declared or undeclared) fire, strike, labor difficulties, Acts of God, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production and the contract price will be adjusted to compensate ABB for such delay.
17. **Cancellation.** Any order or contract may be cancelled by Purchaser only upon prior written notice and payment of termination charges, including but not limited to, all costs identified to the order or contract incurred prior to the effective date of notice of termination and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total selling price to compensate for disruption in scheduling, planned production and other indirect costs.
18. **Termination.** No termination by Purchaser for default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.
19. **Export Control.**
- Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.
 - If applicable, ABB shall file for a US export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.
20. **Assignment.** Any assignment of this contract or any rights or obligations hereunder without prior written consent of ABB shall be void.
21. **Choice of Law.** This agreement shall be governed by the laws of the State of Ohio, but excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and excluding Ohio law with respect to conflicts of law. Purchaser agrees that all causes of action under this agreement shall be brought in the State Courts of the State of Ohio, or the U.S. District Court for the District of Ohio. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.
22. **Entire Agreement.** This Agreement constitutes the entire agreement between ABB and Purchaser, and there are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided for.



ABB INDUSTRIAL SYSTEMS INC.

Attachment "B"
Page 1

ABB Industrial Systems Inc.
16250 W. Glendale Drive
New Berlin, WI 53151

DRIVE OPERATIONS DIVISION REQUIREMENTS

This Attachment is established pursuant to the Distributor Agreement between ABB Industrial Systems, Inc. ("COMPANY"), and Intec Solutions ("DISTRIBUTOR").

1. PRODUCTS

ACS 100 Series	ACS 600
ACS 300 Series	DCS 500
ACS 500 Series	ACS 400

2. ADDITIONAL DUTIES OF DISTRIBUTOR

- (a) DISTRIBUTOR shall use its best efforts and reasonable diligence to protect COMPANY against loss by promptly reporting any adverse customer credit information.
- (b) DISTRIBUTOR shall promptly relate to COMPANY customer requests and/or complaints and shall cooperate with COMPANY in handling of same.
- (c) DISTRIBUTOR shall not authorize return of PRODUCTS to COMPANY without COMPANY'S prior approval.
- (d) The DISTRIBUTOR should establish, at his expense, a training room with proper demonstration equipment and training aids.
- (e) The DISTRIBUTOR will supply a Sales Plan on an annual basis; the plan will be reviewed on a quarterly basis and revised as necessary.
- (f) The DISTRIBUTOR will conduct seminars for prospective customers and training for existing customers.
- (g) DISTRIBUTOR will use vigorous sales efforts to convert customers to specify and buy Company products.
- (h) DISTRIBUTOR will prominently display COMPANY'S appointed DISTRIBUTOR sign. DISTRIBUTOR will satisfy the written marketing commitments established in the Annual Business Plan as well as mutually established sales calls, as agreed on an annual basis.
- (i) DISTRIBUTOR shall render prompt, competent and courteous service in its APR.
- (j) The DISTRIBUTOR will conduct its business in a manner that will reflect favorably at all times on COMPANY PRODUCTS and the COMPANY, including the good name, good will and reputation thereof.
- (k) DISTRIBUTOR shall maintain in its APR sufficient inventory of the PRODUCTS so as to permit prompt filling and shipping against current customer orders normally shipped from DISTRIBUTOR'S warehouse stock.
- (l) DISTRIBUTOR agrees to notify COMPANY if it opens any new offices or branches or closes or ceases to operate through any of its offices or branches.



ABB INDUSTRIAL SYSTEMS INC.

Attachment "B"

Page 2

ABB Industrial Systems, Inc.
16250 W. Glendale Drive
New Berlin, WI 53151

DRIVE OPERATIONS DIVISION REQUIREMENTS

This Attachment is established pursuant to the Distributor Agreement between ABB Industrial Systems, Inc. ("COMPANY"), and Intec Solutions ("DISTRIBUTOR").

3. AREA OF PRIMARY RESPONSIBILITY

The non-exclusive geographic Area of Primary Responsibility referenced in Section 1 of the Distributor Agreement is:

State:
California
Nevada

Counties:
Placer, El Dorado and Alpine
Western counties bordered by and including Washoe, Storey,
Lyon, Mineral, Esmeralda



ABB INDUSTRIAL SYSTEMS INC.

Attachments "C"
Page 1

ABB Industrial Systems, Inc.
16250 W. Glendale Drive
New Berlin, WI 53151

DRIVE OPERATIONS DIVISION REQUIREMENTS

This Attachment is established pursuant to the Distributor Agreement between ABB Industrial Systems Inc. ("COMPANY"), and Intec Solutions ("DISTRIBUTOR").

LEVEL 1 DISTRIBUTOR REQUIREMENTS

1. Level 1 DISTRIBUTOR Requirements include:
 - (a) Reputation in dealing with their customers.
 - (b) Financial capability.
 - (c) Compatibility of product lines.
 - (d) Growth record and potential for growth.
 - (e) Application and technical capability.
2. Initial Product Inventory shall be \$10,000.
3. Certified Drives Specialist in-house.
4. DISTRIBUTOR shall stock one Demonstration Unit for each five branches; and one Demonstration Unit for each parts depot.
5. Initial Spare Parts Inventory shall be \$ None
6. Completion and return of monthly inventory Level Form. Installation of the ABB Bulletin Board Inventory System when the systems becomes available.
7. Satellite Branches:
 - (a) If DISTRIBUTOR has four or less satellite branch offices DISTRIBUTOR shall have one ABB Certified Start-Up Specialist in the main branch office and one Drives Specialist in the main branch office.
 - (b) If DISTRIBUTOR has five satellite branch offices or more. DISTRIBUTOR shall have a minimum of one ABB Certified Start-Up Drives Specialist for ever fifth branch, and a minimum of one Drives Specialist for every fifth branch.
 - (c) All sales people of DISTRIBUTOR will attend ABB Basic Product Training School.