



Payment Terms

THIS STANDARD PAYMENT TERMS AGREEMENT* ("AGREEMENT") IS MADE AND ENTERED BY AND BETWEEN ELECTRON BEAM ENGINEERING, INC. ("EBE") AND THEIR "CUSTOMER". ANY "CUSTOMER CHOOSING TO DO BUSINESS WITH "EBE" HEREBY AGREE AS FOLLOWS:

PAYMENT: CUSTOMER SHALL PAY FOR THE SERVICES AND/OR EQUIPMENT (INCLUDING REPAIR AND MAINTENANCE) FURNISHED BY EBE IN ACCORDANCE WITH THE CHARGES ON THE SALES ORDER ACKNOWLEDGEMENT & CUSTOMERS PURCHASE ORDER, AS INVOICED BY EBE HEREUNDER, WITHIN THIRTY (30) DAYS OF THE DATE OF EBE'S INVOICE. ALL INVOICES NOT CONTESTED IN WRITING WITHIN FIFTEEN (15) BUSINESS DAYS OF RECEIPT ARE DEEMED ACCEPTED BY CUSTOMER AS TRUE AND ACCURATE AND ARE PAYABLE IN FULL.

INTEREST MAY BE CHARGED ON ALL ACCOUNTS NOT PAID WHEN DUE AT A RATE OF TWO PERCENT PER MONTH, OR, IF LESS, THE MAXIMUM RATE ALLOWED BY LAW. IN THE EVENT CUSTOMER FAILS TO PAY EBE ALL AMOUNTS WHICH BECOME DUE UNDER THE SALES ORDER OR FAILS TO PERFORM ITS OBLIGATIONS HEREUNDER, AND EBE REFERS SUCH MATTER TO AN ATTORNEY OR COLLECTION AGENCY, CUSTOMER AGREES TO PAY, IN ADDITION TO THE AMOUNTS DUE, ANY AND ALL COSTS INCURRED BY EBE AS A RESULT OF SUCH ACTION, INCLUDING REASONABLE ATTORNEY'S FEES. EBE HAS THE RIGHT TO CHARGE A RETURN CHECK FEE OR A FEE TO RESTART SERVICE WITH CUSTOMER IF WORK STOPPED FOR POOR PAY HISTORY.

*PAYMENT TERMS MAY DIFFER IF SET FORTH IN THE SERVICE AGREEMENT / CHANGE ORDER WITH EBE PRIOR TO ANY NEW PROJECT.