

1. GENERAL

A. Seller's prices are based on these sales terms and (i) this document, together with any additional writings signed by Seller, represents a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Buyer's purchase order, a course of dealing, Seller's performance or delivery, or in any other way except in writing signed by an authorized representative of Seller, and (ii) these terms are intended to cover all activity of Seller and Buyer hereunder including sales and use of products, parts and work and all related matters (references to products include parts and references to work include construction, installation and start-up). Any references by Seller to Buyer's specifications and similar requirements are only to describe the products and work covered hereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of the Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof.

B. The agreement formed hereby and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Connecticut (Stratford, Connecticut being the home office location of Ashcroft Inc.) on the date hereof.

2. TAXES

Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes shall be billed separately to the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved and the seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

3. PERFORMANCE, INSPECTION AND ACCEPTANCE

A. Unless Seller specifically assumes installation, construction or start-up responsibility, all products shall be finally inspected and accepted within twenty (20) days after receipt at point of delivery. Products not covered by the foregoing and all work shall be finally inspected and accepted within twenty (20) days after completion of the applicable work by Seller. All claims whatsoever by Buyer (including claims for shortages) excepting only those provided for under the WARRANTY AND LIMITATION OF LIABILITY and PARENTS clauses hereof must be asserted in writing by Buyer within said twenty (20) day period or they are waived. If this contract involves partial performances, all such claims must be asserted within said twenty (20) day period for each partial performance. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of products or works and Buyer's remedy for lesser defects shall be those provided for under the WARRANTY AND LIMITATION OF LIABILITY clause.

B. Seller shall not be responsible for nonperformance or delay in performance occasioned by any causes

beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires, governmental actions and material shortages. Any delays so occasioned shall effect a corresponding extension of Seller's performance dates which are, in any event, understood to be approximate. In no event shall Buyer be entitled to incidental or consequential damages for late performance or a failure to perform.

C. If Buyer wrongfully rejects or revokes acceptance of items tendered under this agreement, or fails to make a payment due on or before delivery, or repudiates this agreement, Seller shall have a right to recover as damages the price as stated herein. Under recovery of the price, the items involved shall become the property of the Buyer.

4. TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to the Buyer upon delivery of products to the f.o.b. point. However, Seller retains title, for security purposes only, to all products until paid for in full in cash and Seller may, at Seller's option, repossess the same, upon Buyer's default in payment hereunder, and charge Buyer with any deficiency.

5. PAYMENT TERMS

Payment is due in accordance with the terms appearing on the invoice; including any undisputed charges. Disputed charges are not due until satisfactorily resolved between the parties. Any charges not paid within forty-five (45) days after receipt of invoice may, at Seller's sole discretion, bear interest at the rate of one and one-half percent (1.5%) per month or, if lower, the highest interest rate allowable under applicable law, on any overdue balance until paid.

6. WARRANTY AND LIMITATION OF LIABILITY

A. Seller warrants that its products and parts, when shipped, and its work (including installation, construction and start-up), when performed, will meet all applicable specifications and other specific product and work requirements (including those of performance), if any, of this agreement, will be of good-quality and will be free from defects in material and workmanship. All claims under this warranty must be made in writing immediately upon discovery and, except as set forth in subparagraph B, below, within one (1) year from shipment of the applicable item unless Seller specifically assumes installation, construction or start-up responsibility. All claims when Seller specifically assumes installation, construction or start-up responsibility must be made in writing immediately upon discovery, and except as set forth in subparagraph B, below, within one (1) year from completion of the applicable work by Seller, provided, however, all claims must be made in writing no later than eighteen (18) months after shipment. Defective items must be held for Seller's inspection and returned to the original f.o.b. point upon request.

B. All claims under this warranty with respect to pressure transmitters (Models CXLdp, DXLdp, IXLdp, RXLdp, XLdp) must be made in writing immediately upon discovery and, in any event, within three (3) years from shipment of the applicable item. All claims under this warranty with respect to any of the

following products or parts: Duralife® pressure gauges, 1130 Series differential gauges, Duratemp® thermometers, or CI, EI and EI Series bimetal thermometers, must be made in writing immediately upon discovery and, in any event, within five (5) years of the date of manufacture of the applicable item. All claims of pressure system leakage under this warranty with respect to Duragauge® pressure gauges must be made in writing immediately upon discovery and, in any event, within ten (10) years of the date of manufacture of the applicable item. Manufacture dates may be found on the socket wrench flat. The warranties contained in this Paragraph 6B shall cover Seller's products or parts only. Claims made with respect to Seller's work shall be governed by Paragraph 6A, above.

THE WARRANTIES CONTAINED IN PARAGRAPHS 6A AND 6B ARE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER EXPRESS, IMPLIED AND STATUTORY INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

C. Upon Buyer's submission of a claim as provided above and its substantiation, Seller shall at its option either (i) repair or replace its product, part or work at the original f.o.b. point of delivery or (ii) refund an equitable portion of the purchase price.

D. THE FOREGOING IS SELLER'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND, EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND REMEDIES PERMITTED UNDER THE PERFORMANCE, INSPECTION AND ACCEPTANCE AND THE PATENTS CLAUSES HEREOF, THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR OTHER THEORIES, BUYER'S FAILURE TO SUBMIT A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OF OTHER RELIEF INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THIS AGREEMENT. ANY ACTION BY BUYER ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED.

E. Notwithstanding anything contained in this Agreement to the contrary, Seller shall have no liability to Buyer for, and Buyer shall protect, indemnify and hold harmless Seller and its representatives from and against, any and all damages, losses, claims, liabilities, costs and expenses (including, but not limited to, court costs and attorneys' fees, settlements, judgments, punitive and exemplary damages, economic loss, loss of profits, fines and penalties) (the foregoing hereinafter referred to as "Losses") arising

out of or resulting from Buyer's (or any person acquiring products from or through Buyer) negligent use, misuse, or failure to install, use, operate or maintain, the products in accordance with Seller's advice, specifications or directions or reasonable industrial practices. Buyer further agrees to protect, indemnify and hold harmless Seller and its representatives from and against any Losses unless such Losses are found by a tribunal having jurisdiction and final authority to have been proximately caused by the breach of Seller's warranties set forth above.

F. In the event certifications are required, certifications are based on adherence to rigid fabrication, assembly and test procedures during production at our manufacturing facility and attest to the condition of the product at the time for shipment. Any disassembly, modifications, testing, tampering or inadequate storage of products covered by the certifications will void the certifications. Should disassembly or resetting of this product be necessary, such work must be conducted in the presence of, and under procedures approved by Seller in order to maintain validity of the certifications.

7. PATENTS

Seller agrees to assume the defense of any suit for infringement of any United States Patents brought against Buyer to the extent such suit charges infringement of any apparatus or product claim by Seller's product in and of itself, provided (i) said product is built entirely to Seller's design, (ii) Buyer notifies Seller in writing of the filing of such suit within (10) days after the service of process thereof, and (iii) Seller is given complete control of the defense of such suit, including the right to defend, settle and make changes in the product for the purpose of avoiding infringement. Seller assumes no responsibility for charges of infringement of any process or method claims, unless infringement of such claims is the result of following specific instructions furnished by Seller.

8. SPECIAL TOOLING

Notwithstanding any tool, die or pattern charges or amortization in connection herewith, all special tooling and related items shall be and remain the property of the Seller.

9. COMPLIANCE WITH LAWS

Any proposed terms or conditions contrary to U.S. laws, rules and regulations are expressly rejected and will not apply to this transaction. Buyer shall not do anything that would cause Seller to be in breach of applicable laws, rules and regulations, and shall protect, indemnify and hold harmless Seller from any fines, damages, costs, losses, liabilities, penalties and expenses incurred by Seller as a result of the errors, mistakes, failures or omissions of Buyer to comply with these Terms and Conditions of Sale.

10. EXPORT CONTROL AND ANTI-DIVERSION

Buyer acknowledges that the Product is subject to U.S. export control laws, rules and regulations including, but not limited to: The Export Administration Act of 1979 (50 U.S.C. § 2401 et seq., as extended by Executive Order 13222); The Arms Export Control Act of 1976 (22 U.S.C. § 2751 et seq.); The Export Administration Regulations (15 C.F.R. § 730 et seq.); The International

Traffic in Arms Regulations (22 C.F.R. § 120 et seq.); and The International Emergency Economic Powers Act (50 U.S.C. § 1701 et seq.). Buyer shall comply with all applicable export control and trade embargo laws, rules and regulations and shall not resell, export, re-export, distribute, transfer or dispose of the Product, directly or indirectly, without first obtaining all necessary written consents, permits and authorizations and completing such formalities as may be required by any such laws, rules and regulations. Buyer acknowledges that any diversion of these commodities contrary to the aforementioned laws, rules and regulations is prohibited. Failure by Buyer to comply with all applicable export control and trade embargo laws, rules and regulations shall constitute a material breach of these Terms and Conditions of Sale. Seller assumes no responsibility or liability for Buyer's failure to obtain required authorizations. Buyer agrees to impose this same compliance requirement in its contracts with third parties pertaining to the Product.

11. NOTICE

Ashcroft Inc. values highly the confidence and goodwill of its customers and suppliers. We offer our products only on their merit, and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery and service. Likewise, Ashcroft Inc. buys only on merit, and we judge and purchase solely on the basis of quality, price, delivery and service. This Ashcroft Inc. policy applies in all relationships with our customers and suppliers.