

**CONDITIONS OF SALE**  
**PROCESS MEASUREMENT & CONTROLS, INC.**

1. These conditions apply to every sale and to every contract for sale of goods supplied or to be supplied by Process Measurement & Controls, Inc. (hereinafter referred to as "PMC"). The company, firm or person to whom any such goods are sold or with which or whom such a contract for sale is made is hereinafter referred to as "the customer". None of these conditions can be waived or varied save expressly in a document signed by a duly authorized officer of PMC. Any purported waiver or variation made otherwise shall be void. Any standard terms of the customer are excluded from every such sale and contract for sale, and in all circumstances howsoever arising these conditions shall prevail without modification or exception.

2. Every quotation by PMC is open to acceptance until the expiration of 90 days after the date appearing thereon, unless the quotation otherwise expressly states or the quotation is earlier withdrawn or modified or PMC expressly in writing agrees to later acceptance.

3. PMC will deliver as specified herein, but shall not be liable for delays in delivery occasioned by force majeure or any cause beyond its control, including but not limited to war, civil disturbance, fire, flood, earthquake, windstorm, acts or defaults of common carriers, governmental laws, acts or regulations or any other occurrences whether or not similar in character to the foregoing, beyond PMC's reasonable control. Any such delay shall effect a corresponding extension of delivery date. In addition, PMC shall have the options, on written notice to the customer (a) to only make partial deliveries, and (b) to terminate the contract. PMC shall assume no liability for exercising either or both of these options, and it shall be entitled to payment for all goods delivered.

Shipments made F.O.B. PMC's Plant shall be at the risk of the customer who shall make all claims to the carrier in the event of damage to shipped material or losses in transit. Customer shall notify PMC in writing relative to any shortage, within ten (10) days from receipt of shipment. It shall be presumed that the goods arrived in good condition, without shortages, unless timely notice is received by PMC.

4. If for any reason whatsoever the customer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, PMC shall in its absolute discretion be entitled to either treat the contract as at an end or to store the goods. If PMC elects to store the goods, the customer shall be liable to pay to PMC a reasonable sum for such storage and to reimburse PMC for any insurance premiums expended by PMC in respect of the goods stored; but PMC shall not be liable to the customer for any loss of or damage to the goods while in storage.

5. PMC warrants that all products, goods, materials and equipment (herein called "products") sold by it shall be free from defects in material and workmanship under normal and proper use in accordance with the instructions and directions of PMC applicable thereto. PMC further warrants that all products sold by it will conform to specifications, drawings or descriptions of Seller which are applicable thereto, and at the time of sale, PMC shall have title to and the right to sell same. NO OTHER WARRANTY EXPRESS OR IMPLIED (EITHER IN FACTO OR BY OPERATION OR LAW) AND INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS IS MADE OR GIVEN BY PMC AND ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ANY PERSON, INCLUDING EMPLOYEES OR REPRESENTATIVES OF PMC, WHICH ARE INCONSISTENT HERewith, SHALL NOT BE BINDING UPON PMC. PMC's warranty shall not apply to such products as have been altered or utilized in a manner not approved by PMC or subject to misuse, improper maintenance, negligence or accident, or damage by excessive current or otherwise. The liabilities of PMC arising out of the supplying of said products, whether based upon warranty or otherwise, shall in no case exceed the price of said products, and all liability shall terminate one (1) year after shipment from PMC's plant. Any product or part thereof not manufactured by PMC shall be warranted by PMC only to the extent warranted to PMC by the original manufacturer. PMC SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIM FOR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY CAUSE.

6. The customer shall and does indemnify and hold harmless PMC against all damages, losses, penalties, costs and expenses to which PMC may become liable as a result of work done, or the supply of goods in accordance with the customer's specifications, which involves or arises from the infringement of letters patent, registered design or trademark.

7. (a) Standard terms of payment are net cash 30 days following shipment, unless otherwise specifically provided herein. However, at its option, PMC may require full or partial payment in advance of shipment. On overdue accounts, interest will be charged at the rate of one percent (1%) per month, together with all costs of collections including reasonable attorney's fees or at the highest rate permitted by law, whichever is lower.

In the event of the failure of the customer to make payments for any shipment of goods when said payment is due, PMC may withhold further delivery until the default has been remedied or may require that subsequent deliveries be paid for in cash upon delivery. Material held for the customer shall be at the risk and expense of the customer.

(b) PMC's prices do not include sales, use, excise or other federal, state or municipal taxes. Consequently, in addition to the price specified herein, the amount of any present or future sales, use, excise or other tax applied directly to the sale hereunder shall be paid by the customer, unless exempt by statute, or in lieu thereof the customer shall provide a tax exemption certificate acceptable to the taxing authority.

8. If the customer fails to keep and perform any of the terms of this Contract, or if a petition in bankruptcy is filed or, if a receivership to insolvency proceeding is instituted, or if an assignment for the benefit of creditors is made, then PMC shall be entitled in its absolute discretion to terminate the contract or to suspend its performance and to recover from the customer all costs, expenses, overheads and other sums (including loss of profit) incurred in connection therein. All sums in respect of goods delivered to the customer which have not yet been paid shall become immediately due and payable.

9. All contracts made by PMC shall be construed in accordance with the laws of the State of Connecticut.

10.(a) No cancellation, suspension or variation of any contracts made by the customer shall be effective unless in writing and until accepted in writing by PMC. In accepting a cancellation or suspension, PMC shall be entitled to additional compensation for any extra cost incurred and/or for any loss or liability suffered. If the customer requires any amendments in relation to the goods, the customer shall deliver full particulars of such amendments to PMC in writing. If PMC agrees to such amendments, the customer shall pay any reasonable extra costs incurred by PMC in carrying out such amendments and shall grant to PMC such reasonable extension(s) for delivery as PMC shall request.

(b) The contract price includes only such goods as are specified in the order accepted by PMC. Should there, at the request of the customer, be any extra cost or liability suffered by PMC owing to suspension of work resulting from the customer's instructions or lack of instructions; mistaken instructions, or interruptions, overtime, unusual hours, mistakes or work for which PMC is not responsible, then such extra cost or liability may be charged for by PMC and shall be paid for accordingly by the customer.

(c) PMC reserves the right to alter patterns and designs without notice. Published performance figures shall not necessarily apply after Service Repairs to the goods and subsequent performance figures will depend upon condition and age of equipment.

11. All descriptions, drawings, specifications and other particulars issued by or on behalf of PMC are approximate only and PMC will not be bound thereby unless expressly confirmed in writing to the customer for the purchase of the contract. Performance figures given by PMC concerning its goods are typical of what it expects goods to obtain on test and shall be subject to reasonable tolerance and rejection limits. Deviation from such figures shall not be made the basis of any claims against PMC except where specifically agreed to the contrary in writing, and in no event shall PMC be responsible for performance figures supplied by subcontractors or other manufacturers. If the goods are to be subject to acceptance tests before shipment, notice of rejection under this clause must be given to PMC prior to shipment of the goods. The customer assumes responsibility for ensuring that the goods stipulated in the order are sufficient and suitable for the purpose required. Any advertisement, catalog, price list, illustration, or other publication containing information with regard to weights, measurements, capacities, performance and any other data relating to the goods shall not form part of the contract for the sale of the goods, and the customer shall be deemed to rely upon his own judgment as to the quality and the fitness of the goods and the customer's use of those goods. THIS SALE IS MADE ON THE EXPRESS UNDERSTANDING THAT THERE IS NO IMPLIED WARRANTY THAT THE GOODS SHALL BE MERCHANTABILITY OR AN IMPLIED WARRANTY THAT THE GOODS SHALL BE FIT FOR ANY PARTICULAR PURPOSE. THE BUYER ACKNOWLEDGES THAT HE IS NOT RELYING ON THE SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

12. No return of products will be accepted by PMC without a return authorization number (RMA) which will be issued at seller's discretion. All returns must be shipped freight prepaid.