

**STANDARD TERMS AND CONDITIONS OF SALE
OMEGADYNE, INC.
HEREINAFTER REFERRED TO AS "OMEGADYNE"**

1. Delivery dates are given to the best of OMEGADYNE's knowledge based on conditions existing at the time of information. OMEGADYNE will use its best efforts to ship within the time estimated, but failure to make shipment as scheduled does not constitute a cause for cancellation and/or for damages of any character. The execution of this order is contingent upon strikes, fires, delays of carriers, and other delays and causes unavoidable or beyond control. It is understood that delivery of all or any part of any order is contingent on the manufacturer's ability to get supplies and raw materials, and is further limited to the extent that the manufacturer's ability to deliver may be affected by regulation of the U.S. government contracts.
2. Shipments and deliveries shall be subject to approval of OMEGADYNE's Credit Department. OMEGADYNE reserves the right, previous to making any shipments, to require from purchaser satisfactory security for performance of purchaser's obligations. If the purchaser fails to furnish satisfactory security or information on which to base credit, and/or purchaser's account is in arrears, OMEGADYNE may defer further shipments, or may, at its option cancel the order or any unshipped balance. OMEGADYNE's failure to exercise any right accruing from any default of purchaser shall not impair OMEGADYNE's rights, in case of any subsequent default of purchaser.
3. Goods damaged in transit, shortages, etc., should be noted on the freight bill by delivering carrier. Any returns must be authorized in writing by the supplier. Claim cannot be honored after ten (10) days. A clear receipt from the carrier places the responsibility for shortage or damage with the carrier. If there is a shortage, or goods damaged, receipt should be given carrier accordingly, and agent should be requested to insert notation on freight bill. This will enable purchaser to recover damages from the carrier without any controversy.
4. The determination as to the adaptability of any of OMEGADYNE's materials to the specific needs of the purchaser is solely the purchaser's prerogative and responsibility. OMEGADYNE is glad to offer suggestions on the use of its various products. Nevertheless, there are no warranties given except such expressed warranties offered in connection with the sale of a particular product.
5. Cancellation of any order, or any part thereof, shall be subject to the following terms: The purchaser shall pay the contract price, plus any adjustment, of all goods which have been completed. In addition to such payment, as to any part of the order which shall be in process, the purchaser shall pay sum equal to the same proportion of the contract price as the degree of completion of the goods in process on date cancellation is received.
6. All products will be inspected in conformance with OMEGADYNE's regularly established inspection procedure and/or the purchaser's blueprints and specifications based on predetermined agreement. To be valid, claims by the purchaser of nonconformance to specifications must be made to OMEGADYNE, INC. within 10 days of delivery of material to purchaser. No products may be returned without permission from OMEGADYNE Customer Service. No allowances will be made for material subsequently added to OMEGADYNE's products nor for labor charges.

7. Orders to purchaser's drawings or descriptions are executed only on the understanding that the purchaser will indemnify OMEGADYNE for any loss resulting from an action for infringement of patents. The purchaser shall pay any manufacturer's tax or sales tax now or hereafter imposed by Governmental authority upon merchandise herein described, or the production, sale, distribution, or delivery thereof, or upon any feature of this transaction.
8. OMEGADYNE will not be bound by any promise or representation, written or oral, not made a part of the order and signed by a duly authorized representative of OMEGADYNE. Access to OMEGADYNE property requires prior approval.
9. WARRANTY: OMEGADYNE warrants that each product to be delivered hereunder will conform to its specifications and be free from defects in material or workmanship. Since products vary please refer to product literature for the specific warranty period. OMEGADYNE MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED.

OMEGADYNE NEITHER ASSUMES RESPONSIBILITY FOR ANY OMISSIONS OR ERRORS NOR ASSUMES LIABILITY FOR ANY DAMAGES THAT RESULT FROM THE USE OF ITS PRODUCTS IN ACCORDANCE WITH INFORMATION PROVIDED BY OMEGADYNE, EITHER VERBAL OR WRITTEN.

LIMITATION OF LIABILITY: The remedies of the purchaser set forth herein are exclusive and the total liability of OMEGADYNE with respect to this order, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the component upon which liability is based. In no event shall OMEGADYNE be liable for consequential, incidental or special damages.

CONDITIONS: Equipment sold by OMEGADYNE, INC. is not intended to be used, nor shall it be used: 1) as a "Basic Component" under 10 CFR21(NRC), used in or with any nuclear installation or activity; or 2) in medical applications or used on humans. Should this equipment be used in or with any nuclear installation or activity, medical application, used on humans or misused in any way, purchaser will indemnify OMEGADYNE and hold OMEGADYNE harmless from any liability or damage whatsoever arising out of the use of the equipment in such a manner.

10. Subject to the provisions of credit approval, terms of payment are as shown on the reverse side, hereof, and shall be effective from the date of invoice.
11. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed on the Parties under this Agreement will be governed by the laws of the State of Ohio, U.S.A.
12. Certificate of Conformance: (CAL-1)
OMEGADYNE, INC. certifies that the items comprising this order have been manufactured in accordance with all applicable instructions and specifications as published in the most current applicable measurement and/or control handbook and encyclopedia.

OMEGADYNE, INC. further certifies that unless otherwise specified, all thermocouple base and noble metal materials conform to ANSI Standard MC96.1 latest edition.