

## Terms and Conditions of Sale

1. DEFINITIONS: (A) The term "MtronPTI" or "Seller" means MtronPTI, Inc. acting through its authorized representatives. (B) The term "Buyer" means the legal entity contracting to purchase the articles contained hereunder. (C) The term "articles" means the goods, materials and/or services constituting the subject matter to be furnished by MtronPTI to Buyer hereunder.
2. ENTIRE AGREEMENT: The only terms and conditions are those stated in this agreement, which is the entire agreement between the parties. This agreement supersedes all prior negotiations, correspondence, representations or statements by the parties. No variations from or additions to these terms and conditions shall have any effect unless accepted in writing by the authorized representatives of Seller. Seller's price lists, catalogues and other advertising material shall not form a part of this agreement. Seller shall not be bound by promises, representations or inducements made by any agent or employee of Seller that may be in conflict with terms and conditions of this agreement.
3. PRICES: Prices apply solely to the articles contained in this agreement manufactured to specific technical requirements. Seller retains the right to change prices if technical specifications are modified at any time prior to delivery. All prices are exclusive of freight and shipping charges, local, state, federal or other sales or use taxes. Any and all freight and shipping charges and all such taxes will be added to the invoice and Buyer agrees to pay all of these items.
4. PAYMENT: MtronPTI's standard payment terms are net 30 days. MtronPTI reserves the right to assess a monthly finance charge equal to 1½% of the total invoice amount on any past due invoices. Any additional cost incurred by Seller in the process of collecting delinquent invoices, including legal fees, are the responsibility of Buyer. Failure to make any payment when due constitutes default of this agreement.
5. DELIVERY DATES: Delivery dates shown herein are estimated dates only. Seller does not guarantee delivery on or before these dates and is not liable for damages of any sort whatsoever incurred by Buyer resulting from delivery past the dates shown on this agreement. Failure to meet delivery dates does not entitle Buyer to cancel this order or to claim breach of this agreement provided that Seller proceeds in good faith to deliver the articles as soon as reasonably possible.
6. SHIPPING: Unless otherwise agreed to in writing shipments are F.O.B. Seller's dock via commercial carrier.
7. RISK OF LOSS: Buyer assumes all risk of loss during shipping and all liability for loss or damages whether direct or indirect, consequential or otherwise due to delays or mishap once the Articles are delivered to the carrier.
8. CHANGES: Any change in technical specifications or terms of sale must be mutually agreed to by both Parties in writing. Seller reserves the right to adjust the price of Articles if technical specifications are changed. Additionally, Buyer is liable for any damages incurred by MtronPTI as a result of changes in the delivery schedule that are for the convenience of Buyer.

9. CANCELLATION: Orders may not be cancelled by Buyer without providing written notice of such to MtronPTI. In the event that Buyer cancels the order Buyer is responsible for damages sustained by MtronPTI as a result of the cancellation. Buyer agrees to pay a cancellation charge that will include, but is not limited to, costs expended in the performance of the order such as engineering design, raw materials, work in process, and finished Articles including those that may have already been delivered. Buyer agrees to pay any such invoice for cancellation charges within the payment terms contained herein.

10. INSPECTION AND ACCEPTANCE: Buyer has 14 days from the date of receipt to inspect the Articles and report any defects or damage to PTI. Claims for damage to the Articles done by the common carrier must be reported to PTI and pursued by Buyer with the carrier. Claims for defective Articles must be reported to MtronPTI immediately and will be handled according to the Warranty statement contained herein.

11. WARRANTY: (a) MtronPTI warrants all Articles to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment. (b) Seller's obligation and liability under this warranty shall be limited to replacement or repair of the defective Articles or issuing a credit for the purchase price. In no event shall Seller be liable for lost profits, consequential damages, losses or expenses whether direct or indirect incurred by Buyer as a result of any defect in the Articles sold pursuant to this agreement, regardless of whether Buyer's claim is in warranty, breach of contract, tort or otherwise. (c) No return Articles will be accepted without prior written authorization by MtronPTI. (d) Seller's warranty does not extend to any items or part thereof which has been subject to misuse, neglect, or accident. Nor does it extend to any item or part thereof which has been repaired or altered by any person other than Seller or persons approved by Seller. (e) The Warranty provided herein is expressly made in lieu of any and all other warranties whether expressed or implied, including implied warranties of merchantability and fitness for a particular purpose, which warranties are hereby specifically disclaimed.

12. INDEMNIFICATION: (a) Buyer shall hold PTI harmless against losses, damages, and expenses including attorney's fees arising from any claim or proceeding brought by a third party against MtronPTI for bodily injury, death or property damage caused by or resulting from the use of any Articles sold under this Agreement, except such losses, damages, and expenses caused solely by negligence of MtronPTI. (b) Except as provided herein, MtronPTI shall defend or settle any suit or proceeding brought against Buyer so far as it is based on an allegation that any Articles furnished hereunder infringes on any United States patent. (c) Buyer shall notify Seller promptly in writing of any such claim and shall give information, assistance, and the sole authority and exclusive control to MtronPTI to defend or settle same. MtronPTI shall pay all damages and costs finally awarded or settled against Buyer up to, but in no event exceeding, the purchase price of the Articles that were allegedly infringed. (d) The following shall be excluded from MtronPTI's trademarks, or other proprietary rights resulting from compliance with Buyer's designs, specifications or instructions, or from modifications of such Articles. (e) Buyer shall defend, indemnify and hold MtronPTI claims or demands either at law or equity, costs and expenses, including attorney's fees for all events excluded from MtronPTI's indemnity obligations by the foregoing sentence.

13. CONFIDENTIAL INFORMATION: Any technical data and illustrations not contained in Seller's normal sales literature, including price information, is considered proprietary and shall not be disclosed to any third party. Any breach of confidentiality by Buyer shall render Buyer liable for all damages incurred by MtronPTI as a result thereof.

14. LICENSING: MtronPTI does not grant or supply any license under any patents now owned or controlled by MtronPTI except to the extent that purchases of Articles are made from MtronPTI.

15. FORCE MAJEURE: Notwithstanding any provision herein to the contrary, Seller shall not be liable or responsible for any delay in or failure of delivery of the Articles by reason of force majeure. This includes, but is not limited to, Seller's inability to obtain raw materials from suppliers or to obtain same on a timely basis, or as a result of interruption of transportation delays in delivery, governmental regulation, labor disputes, strikes, war, fire, flood, accidents, acts of God, civil disturbance, quota restrictions or any other cause beyond Seller's control whether or not such cause be of the same class or kind as those enumerated above. In the event of such event or occurrences, Seller has the right to allocate production and deliveries among its customers in such proportions, as it deems appropriate or to cancel undelivered orders or portions thereof without liability at its sole and absolute discretion.

16. GOVERNING LAW: This agreement shall be deemed to be entered into in the State of Florida and the laws of the State of Florida shall govern the validity, interpretation, and enforcement of this agreement.