TERMS AND CONDITIONS OF SALE

Controlling Provisions: These Terms & Conditions of Sale (these "Terms") will govern all sales of Seller's products, including products, equipment, and parts manufactured or sold by Seller(together, "Products") to Buyer (this "Order"). These Terms supersede any prior written or oral agreement understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Buyer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, except by concurrent or subsequent written agreement signed by an authorized representative of Seller and Buyer. Seller's acknowledgement of Buyer's purchase order will not constitute acceptance of any terms and conditions contained therein.

Delivery/Prices: Seller will use its commercially reasonable efforts to complete shipment as indicated. In the event Buyer requests a delay or suspension in completion and/or shipment of Products or any part thereof, the parties will agree upon any cost and/or scheduling impact of such delay and allocate such costs to Buyer's account. Any delay beyond 30 days will require Buyer to take title and risk of loss and make arrangements for storage. Seller's invoice will be issued upon Seller's readiness to ship. Prices and designs are subject to change without notice. All prices are F.O.B Point-of-Shipment, unless otherwise stated.

Force Majeure: Seller will not be liable for delay in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of government, acts of Buyer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of a delay, the date of delivery will be extended for a length of time equal to the period of delay.

Warranty: Seller warrants the Products to be free of defects in workmanship and material under normal use and service, and when used for the purpose and under the conditions for which they are intended, for a period of 1 year from the date of shipment. Obligation hereunder is limited, at Seller's option, to repair or replace the Product F.O.B. point of manufacture or make a monetary adjustment not to exceed the net sales price of the defective Product. Buyer must immediately notify Seller in writing of claimed defects. Seller may inspect said Product and Buyer will, if requested, return the defective Product to Seller with transportation prepaid. Buyer will assume all responsibility and expense for removal and reinstallation and freight charges. Seller will not be liable for indirect, special, incidental or consequential damage or penalties and does not assume any liability of purchaser to others, or to anyone for injury to persons or property. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE. Any claims or shortages or damages must be notified to Seller in writing within 10 days after receipt of shipment. Seller neither assumes, nor authorizes any person to assume for it, any other obligation in connection with the sale of Products. This warranty will not apply to any product or parts of products that (a) have been repaired or altered outside of Seller's factory, in any manner; (b) have been subjected to misuse, negligence or accident; or (c) have been used in a manner contrary to Seller's instructions or recommendations.

Limitation of Liability: The remedies set forth herein are exclusive, and the total liability of Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers and representatives, with respect to this Order or any breach thereof will not exceed the Order price of the specific Products which gives rise to the claim. In all cases where Buyer claims damages allegedly arising out of defective or nonconforming Products, Buyer's exclusive remedies and Seller's sole liability will be those specifically provided for under "Warranty". IN NO EVENT, WHETHER ARISING BEFORE OR AFTER COMPLETION OF ITS OBLIGATIONS UNDER THE CONTRACT, WILL SELLER BE LIABLE FOR SPECIAL INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO LOSS OF USE, REVENUE OR PROFITS, INVENTORY OR USE CHARGES, COST OF CAPITAL OR CLAIMS OF CUSTOMERS) INCURRED BY BUYER OR ANY THIRD PARTY.

Indemnity: Buyer agrees to indemnify, hold harmless and defend Seller, including its affiliates, officers, employees, agents, subcontractors, suppliers, and representatives, against any and all judgments, losses, damages, expenses, costs, including defense costs and legal fees, arising from any and all claims for liability arising or claimed to arise from any act or omission of Buyer or Seller in any way related to this Order or Products. To the extent the aforesaid obligation of the Buyer to so indemnify Seller is prohibited by law, then the obligation will, but only to the extent of such prohibition, be null and void. The remainder of the Buyer's indemnity obligations will remain in effect.

Changes/ Cancellation/ Returns: Buyer may request modifications as to the amount, scope and/or nature of Products to be supplied by a written change request. If, in the opinion of Seller, any modification will affect the price and/or time of delivery, Seller will notify Buyer in writing and will not be obligated to perform any modification unless agreed by Seller. Buyer will accept such change by issuing an Order revision. Buyer may cancel this Order only upon written notice and payment to Seller of reasonable cancellation charges. Orders covering special or non-standard goods are not subject to cancellation, except on such terms as Seller may specify on application. No returns will be accepted by Seller without Buyer first obtaining Seller's written consent. In such case, the price paid for the Product will be credited subject to the following: (a) all Product returned is, on its arrival at Seller's plant, found to be in first-class condition; if not, the cost of putting the Product in a salable condition will be deducted from the credit memoranda; (b) a handling charge deduction will be made; and (c) transportation charges, if not prepaid, will be deducted.

Shipments: The cost of any special packing or special handling caused by Buyer's requirements or requests will be added to the price of the Order. Claims for goods damaged or lost in transit should be made on the carrier, not Seller.

Taxes: Seller's price, unless otherwise agreed, is fixed and does not include, and Seller is not responsible for, payment of any tax levied for sales, use, excise, value-added, goods and services, business (franchise or privilege) or any duties, charges or other such taxes.

Set-Off: All amounts that Buyer owes Seller under an Order will be due and payable according to the terms of the Order. Buyer may not set-off such amounts or any portion thereof against sums that Buyer asserts are due it or any of its affiliates under other transactions with Seller or its affiliates.

Export/Import: Buyer agrees that it will comply with all applicable import and export control laws and/or regulations. In no event will Buyer use, transfer, release, import, export or re-export Products in violation of such applicable laws and/or regulations.

Compliance with Laws/Anti-Bribery: Seller and Buyer agree to comply with all applicable laws, regulations, codes and standards, including but not limited to those of the United States and other jurisdictions where the parties conduct business, such as the U.S. Foreign Corrupt Practices Act and/or any other applicable anti-bribery laws.

Time Limitation to Bring Action: No suit or cause of action or other proceeding will be brought against either party more than 1 year after accrual of the cause of action or 1 year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract or any other legal theory.

Miscellaneous: Buyer will not assign an Order or any portion thereof without the prior written consent of Seller. Failure by Seller to assert all or any of its rights upon any breach of an Order will not be deemed a waiver of such rights, nor will any waiver be implied from the acceptance of any payment. If any portion of these Terms is determined to be illegal, invalid or unenforceable for any reason, then such provision will be deemed stricken for purposes of the dispute in question and all other provisions will remain in full force and effect. These terms will be governed by and construed in accordance with the laws of the State of New Hampshire (without giving effect to conflict of law principles) as to all matters. The parties irrevocably submit to the exclusive jurisdiction of the United States District Court for the District of New Hampshire.